

**e-TENDER DOCUMENT****INDEX**

- |    |         |               |                   |
|----|---------|---------------|-------------------|
| 1. | Part-I  | Technical Bid | Page No. 01 to 37 |
| 2. | Part-II | Financial Bid | Page No. 38 to 39 |

**CHECK-LIST FOR TECHNICAL BID OF  
15 KG. ISI TIN CONTAINERS**

1.	Down Load of Tender Form	Till 04.11.2019 upto 4.00 PM
2.	Submission of Bid Security / Samples / Fees	
i)	Bid Security (as applicable)	Till 04.11.2019 upto 6.00 PM
ii)	Tender document Fee Rs. 2500/-	Till 04.11.2019 upto 6.00 PM
iii)	e-Tender Processing Fee Rs. 1000/-	Till 04.11.2019 upto 6.00 PM
iv)	Samples of ISI Tin Containers (if needed/ applicable)	Till 04.11.2019 upto 6.00 PM
3.	Last date and time of upload of the Tender	Till 04.11.2019 upto 6.00 PM
4.	Date & Time of opening of Tender	
i)	Technical Bid	On 05.11.2019 at 3.00 PM
ii)	Financial Bid	To be informed only to technical bid qualifiers later on.
5.	Bid Security to be submitted with Tender	A. Rs. 2,22,000/- for General Category. B. Rs. 55,500/- for SSI Unit.
6.	Approximate value of item	Rs. 1,11,00,000/-
7.	Period for which rates are invited	One Year from the date of signing the Agreement

8. Upload copy of Technical Bid duly signed & sealed.
9. Upload copy of Registration Certificate in confirmation to the name of the manufacturing unit.
10. Upload verification from respective bank/Partnership Deed/Memorandum of Articles and Association in support of ownership of the manufacturing unit.
11. Upload copy of Ownership/ Lease Deed to establish whether the manufacturing unit is owned or taken on lease by the bidder.
12. Upload copy of latest Electricity Bill in support of Power Connection.
13. Upload copy of Factory License in support of manufacturer.
14. Upload copy of GST Registration Certificates with GST Return alongwith GST number.
15. Upload scanned copies of DDs to confirm the submission Bid Security, Tender Document Fee & e-tender processing fee submitted till 04.11.2019 upto 6.00 PM.

16. Upload copy of Income Tax Permanent Account Number (PAN).
17. Upload copy of Income Tax Return (Last Three Years).
18. Upload copy of Permanent SSI Unit Certificate or equivalent.
19. Upload copy of relevant invoices in support of Plant and Machinery Installed at your manufacturing unit.
20. Upload evidence whether production capacity is as per the requirement of tender conditions.
21. Upload Valid ISI Registration Certificate towards supply of 15 Kg. ISI Tin Containers.
22. Upload details of business experience, turnover and audited balance sheet of last 3 years (specifying the experience both in quantity and value), copy of purchase order, certificate of satisfactory supply alongwith net worth certificate from a Chartered Accountant. Manufacturer having turnover of more than Rs. 5.00 Crores per annum shall be eligible to participate in the tender.
23. Upload proof of rate of ISI Tin Sheet prevailing as on 01.11.2019 as mentioned in Financial Bid.\*\*
24. Upload details related to manpower, solvency, PF, ESI etc.
25. Upload Authority Letter towards signing of e-tender document.
26. Upload affidavit duly filled as per Annexure-4.

**Note :-**

- i) All the copies uploaded should be duly attested/Certified by a Gazetted Officer/Notary Public/Oath Commissioner.
- ii) All Lease Deeds/Partnership Deeds/Agreements submitted should be registered with competent authority.



TILAM SANGH

## RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LIMITED

(HEAD OFFICE), 224, 2<sup>nd</sup> Floor, Nehru Sahakar Bhawan, Bhawani Singh Road, Jaipur

Pone: 0141-2740037 Fax: 0141-2740487 Mail: tilamsangh1@gmail.com

NIT No. : 2019-20/

Date :

### e-TENDER FORM FOR 15 KG. ISI TIN CONTAINERS

#### PART-I (TECHNICAL BID)

ONLY MANUFACTURERS ARE ELIGIBLE TO PARTICIPATE

Price of e-Tender Form : Rs. 2500/-

1.	Down Load of Tender Form	Till 04.11.2019 upto 4.00 PM
2.	Submission of Bid Security / Samples / Fees	
i)	Bid Security (as applicable)	Till 04.11.2019 upto 6.00 PM
ii)	Tender document Fee Rs. 2500/-	Till 04.11.2019 upto 6.00 PM
iii)	e-Tender Processing Fee Rs. 1000/-	Till 04.11.2019 upto 6.00 PM
iv)	Samples of ISI Tin Containers (if needed/ applicable)	Till 04.11.2019 upto 6.00 PM
3.	Last date and time of upload of the Tender	Till 04.11.2019 upto 6.00 PM
4.	Date & Time of opening of Tender	
i)	Technical Bid	On 05.11.2019 at 3.00 PM
ii)	Financial Bid	To be informed only to technical bid qualifiers later on.
5.	Bid Security to be submitted with Tender	C. Rs. 2,22,000/- for General Category. D. Rs. 55,500/- for SSI Unit.
6.	Approximate value of item	Rs. 1,11,00,000/-
7.	Period for which rates are invited	One Year from the date of signing the Agreement

- NAME OF TENDERER with Phone No. ....

(IN CASE OF PARTNESHIP FIRM .....)

PLEASE MENTION THE NAME & .....)

ADDRESS OF EACH PARTNER .....)

(Enclose copy of Partnership deed)/ .....)

IN CASE OF COMPANY PLEASE .....)

PROVIDE NAME & ADDRESS OF .....)

EACH DIRECTOR (Enclose a copy of .....)

MOA/AOA/Certificate of Inspection)
- AUTHORISED SIGNATORY WITH .....)

DESIGNATION.
- REGISTRATION PROOF FROM .....)

REGISTRAR OF COMPANIES/FIRMS .....)

OR PROPRIETORY CONCERN PROOF .....)

Signature of the Tenderer

- 4. PERMANENT ADDRESS .....  
(REGISTERED OFFICE) .....  
WITH TELEPHONE NUMBER .....
- 5. PRESENT MAILING ADDRESS .....  
WITH TELEPHONE NUMBER & .....  
e-mail ID .....
- 6. ADDRESS OF FACTORY .....  
WITH TELEPHONE NUMBER .....
- 7. TELEPHONE/FAX NUMBER .....  
E-Mail ID .....
- 8. G.S.T. NUMBER .....
- 9. INCOME TAX PAN NUMBER .....
- 10. AMOUNT DEPOSITED AS BID SECURITY .....  
AGAINST THIS E-TENDER.
- 11. MODE OF PAYMENT (DD/PAY ORDER) .....  
(GIVE NUMBR & DATE OF DD/PO).

	Amount (Rs.)	DD No.	Date
	-----	-----	-----
I) BID SECURITY	Rs. _____ as applicable	_____	_____
II) TENDER DOCUMENT FEE	Rs. 2500/-	_____	_____
III) E-TENDERING PROCESS FEE	Rs. 1000/-	_____	_____

- 12. NAME OF BANK & RTGS/NEFT NO. ....

I/WE HAVE READ THE TERMS & CONDITIONS OF THE e-TENDER DOCUMENT, WHICH ARE ACCEPTABLE TO ME/US. NO ADDITIONAL CONDITION/DEVIATION OR POINT OF DIFFERENCE HAS BEEN GIVEN BY ME/US.

I/WE HEREBY DECLARE THAT WE ARE BONAFIDE MANUFACTURER OF THE ITEM QUOTED FOR. AFFIDAVIT AS PER ANNEXURE-4 OF THE TECHNICAL BID IS BEING SUBMITTED IN THIS REGARD.

I AM PROPRIETOR/MANAGER/DIRECTOR/ ..... OF THE TENDERING FIRM AND HAVE BEEN AUTHORISED TO SUBMIT e-TENDER. THE AUTHORITY LETTER IN THIS REGARD IS ENCLOSED HEREWITH.

Date:

Signature of Tenderer : \_\_\_\_\_  
Name of Signatory (In Block Letter) : \_\_\_\_\_  
Designation : \_\_\_\_\_

**RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.**  
**NEHRU SAHAKAR BHAWAN, BHAWANI SINGH ROAD, JAIPUR – 302001**  
Phone: 0141-2740037 Fax: 0141-2740487 Mail: tilamsangh1@gmail.com

**CONDITIONS OF BID**

1. Tenders shall remain valid for a period of 90 days from the date of opening of the Technical Bid.
2. Tenders with conditions other than the stipulated in the Tender document are liable for rejection.
3. Any increase or decrease in the prevailing Government taxes, duties or levies shall be given as per the Tender conditions.
4. All the columns of the Technical and Financial Bid are to be filled by the Tenderer.
5. Income tax, other taxes shall be deducted at source from supplier's bills, if applicable and no reimbursement of the same shall be made by Tilam Sangh.

**Signature of Tenderer**

**RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.**  
**NEHRU SAHAKAR BHAWAN, BHAWANI SINGH ROAD, JAIPUR – 302001**  
Phone: 0141-2740037 Fax: 0141-2740487 Mail: tilamsangh1@gmail.com

**INSTRUCTIONS FOR SUBMISSION OF e-TENDER FORM & DOCUMENTS**

1. The scanned copy of tender form, rates & other relevant documents duly signed by Tenderer should be submitted online only.
2. If required by the Tenderer, training may be given by DOIT, Yojna Bhawan.  
Bidder contact : E-Procurement Cell, 1<sup>st</sup> Floor, Yojna Bhawan, Jaipur.

Help Desk Phone – 0141-4022688

Email- [eproc.rajasthan.gov.in](mailto:eproc.rajasthan.gov.in)

3. Tender form & handwritten rates would not be accepted in Tender Box.
4. Please read carefully the steps of submitting Tender online.
5. Please call on 0141-4022688/E-procurement Cell/Tilam Sangh Office (IT Cell) 0141-2740037.

Signature of Tenderer



TILAM SANGH

**RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LIMITED**

 (HEAD OFFICE), 224, 2<sup>nd</sup> Floor, Nehru Sahakar Bhawan, Bhawani Singh Road, Jaipur

Pone: 0141-2740037 Fax: 0141-2740487 Mail: tilamsangh1@gmail.com

**NIT No. : 2019-20/**
**Date :**
**E-TENDER TWO STAGE BIDDING NOTICE FOR SUPPLY OF 15 KG. ISI TIN CONTAINERS**

e-Tenders (two stage bidding) are invited from the bonafide manufacturer of 15 Kg. ISI Tin Containers. Detailed specifications and conditions are mentioned in the Tender Document.

e-Tender shall be accepted only on-line (e-procurement). Bid Security of Rs. 2,22,000/- for General Category or Rs. 55,500/- for SSI Units alongwith e-Tender Form fee of Rs. 2,500/- in the form of Demand Draft/Pay Order in favour of Tilam Sangh, Jaipur shall have to be deposited at the Head Office of Tilam Sangh at Nehru Sahakar Bhawan, Bhawani Singh Road, Jaipur till **04.11.2019** upto **6.00 PM** as notified in the e-Tender Document. Another DD for e-Tender Processing Fee of Rs. 1000/- in favor of MD, RISL, Jaipur shall also have to be deposited at the Head Office of Tilam Sangh till **04.11.2019** upto **6.00 PM**. e-Tender without appropriate Fees & Bid Security as referred above will not be accepted. The details of e-Tender schedule are as under :-

<b>Down Load</b>	<b>Submission</b>	<b>Opening</b>
Till 04.11.2019 upto 4.00 PM	Till 04.11.2019 upto 6.00 PM	Technical Bid : On 05.11.2019 at 3.00 PM  <b>Financial Bid</b> : To be informed Only to Technical Bid qualifiers later on.

Technical Bid and Financial Bid shall be uploaded separately. Financial Bid of tenderer who qualifies in Technical Bid would only be downloaded for which the date will be intimated later on. Unqualified tenderers in the Technical Bid shall not be considered.

Managing Director reserves the right to reject any tender or part without assigning any reason thereof. This tender will be processed through e-procurement Portal of Govt. of Rajasthan however in case of any failure in this process the conventional manual tender procedure shall be followed.

For any assistance contact 0141-2740037 or help desk 0141-4022688, E-mail –eproc@rajasthan.gov.in.

**MANAGING DIRECTOR**

**GENERAL CONDITIONS**

Note : Tenders should read these conditions carefully and comply strictly while uploading their tenders.

1. Tenders must upload Technical and Financial Bid according to the directions given in the tender notice.
2. **“Tenders by bona-fide dealers”**: Tenders shall be given only by bona-fide manufacturers of tins. They shall, therefore, furnish a declaration in the form attached.
3. (i) Any change in the constitution of the firm, etc., shall be notified forthwith by the contractor in writing to the purchase officer and such change shall not relive any former member of the firm, etc., from any liability under the contract.  
(ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to avoid by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
4. **GST Registration Certificate with GST Return alongwith GST Number** : No Dealer who is not registered under the GST prevalent in the State where his business is located shall participate in tender. The GST Registration Certificate with GST Return alongwith GST Number shall be submitted with the tender without which the tender is liable to rejection.
5. **Income Tax Clearance Certificate or Income Tax Return** : Tenderers will have to submit an Income Tax Clearance Certificate from the Income Tax Officer of the circle concerned along with the tenders without which tender may not be considered.
6. Rate shall be written both in words and figures. There should not be errors and/or over-writings, corrections if any, should be made clearly and initialed with dates. The rates should be mentioned with element of rates of GST as applicable.
7. All rates quoted must be FOR destination and should include GST which should be shown separately. The delivery of the goods shall be given at the premises of Purchase officer.
8. **Comparison of Rates** : With the introduction of GST, the provisions of GST shall be applicable and the comparison of rates shall be made accordingly.
9. **Price Preference** : [Price preference/preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan Rules, 1995.) and RTPP rules -2013]
10. **Validity** : Tenders shall be valid for a period of three months from the date of opening of Tender.

**Signature of Tenderer**



11. The approval supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawing, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.
12. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
13. **Specifications :**
  - (i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
  - (ii) The supply of articles marked with asterisk/at serial number ....., shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the Purchase Officer/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderers.
  - (iii) Warranty/Guarantee Clause : The tenderer would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of ..... days/months from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of ..... days/months, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase officer in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods stores/articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The tenderer shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the Purchase Officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
  - (iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

Signature of Tenderer

- (v) In case of machinery and equipment specified by the Purchase Officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tender shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

**14. Inspection :**

- (i) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be decided.
- (ii) The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

15. **Samples :** Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythenes bags at the cost of the tenderer.

16. Each sample shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample, the name of the tenderer and serial number of the item, of which it is a sample in the schedule.

17. Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. The Tilam Sangh shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.

The Sample shall be collected by the tenderer on the expiry of stipulated period. The Tilam Sangh shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the Tilam Sangh and no claim for their cost, etc., shall be entertained.

18. Samples not approved shall be collected by the unsuccessful tenderer. The Tilam Sangh will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.

**Signature of Tenderer**

19. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Tilam Sangh laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
20. **Drawl of Samples :** In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorized representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.
21. **Testing Charges :** Testing charges shall be borne by the Tilam Sangh. In case urgent testing is desired to be arranged by the tenderer or in case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the tenderer.
22. **Rejection :**
  - (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the Purchase Officer.
  - (ii) If, however, due to exigencies of Tilam Sangh work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
23. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection, after such which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk & on his account.
24. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
25. The contract for the supply, can be repudiated at any time by the Purchase Officer, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.
26. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.

Signature of Tenderer

27. (i) **Delivery Period** : The tenderer whose tender is accepted shall arrange supplies within a period of ..... from the date of supply order/by ..... as under :-

<u>S.No.</u>	<u>Items</u>	<u>Quantity</u>	<u>Delivery Period</u>
--------------	--------------	-----------------	------------------------

- (ii) **Extent of Quantity – Repeat Orders** : If the orders are placed in excess of the quantities shown in tender the notice, the tenderer shall be bound to meet the required supply. This quantity may be upto 20% of original quantity. No minimum quantity will be guaranteed. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 25% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.
- (iii) If the Purchase Officer does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.

**28. Bid Security :**

- (i) Tender shall be accompanied by a Bid Security of Rs. .... without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of **Tilam Sangh, Jaipur** :-  
Bank Darfts/Bankers Cheque of the scheduled Bank.
- (ii) **Refund of Bid Security** : The Bid Security of unsuccessful tenderer shall be refunded soon after final acceptance of tender.
- (iii) **Partial Exemption from Bid Security** : Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of Bid Security in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer [deleted] from the Director of Industries Rajasthan, at the rate of 1% of the estimated value of the tender shown in NIT.
- (iv) The Central Government and Government of Rajasthan undertakings need not furnish any amount of Bid Security.
- (v) The Bid Security/Performance Security lying with the department/office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards Bid Security/security money for the fresh tenders. The Bid Security may however, be taken into consideration in case tenders are re-invited.

**29. Forfeiture of Bid Security** : The Bid Security will be forfeited in the following cases :

- (i) When tenderer withdraws or modified the offer after opening of tender but before acceptance of tender.

**Signature of Tenderer**

- (ii) When tenderer does not execute the agreement if any, prescribed within the specified time.
- (iii) When the tenderer does not deposit the security money after the supply order is given.
- (iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

**30. (1) Agreement and Performance Security :**

- (i) Successful tenderer will have to execute an agreement in the Form 17 within a period of 7 days of receipt of order and deposit security equal to 5% of the value of the stores for which tenders are accepted [deleted] within 15 days from the date of despatch on which the acceptance of the tender is communicated to him.
- (ii) The Bid Security at the time of tender will be adjusted towards security amount. The security amount shall in no case be less than Bid Security.
- (iii) No interest will be paid by the Tilam Sangh on the security money.
- (iv) The forms of security money shall be as below :-

Cash/Bank Draft/Bankers Cheque .

- (v) The security money shall be refunded within one month of the final supply of the items as per purchases order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the tenderer.
- (2) (i) Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration and prescribed [deleted] in original form the Director of Industries or a Photostat copy of a copy thereof duly attested by any Gazetted Officer, will be partially exempted from Bid Security and shall pay Performance Security at the rate of 1% of the estimated value of tender.
- (ii) Tilam Sangh's undertakings will be exempted from furnishing security amount.

**(3) Forfeiture of Performance Security :** Security amount in full or part may be forfeited in the following cases :-

- (i) When any terms and conditions of the contract is breached.
- (ii) When the tenderer fails to make complete supply satisfactory.
- (iii) To recover any kind of loss/recovery.
- (iv) Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Purchase Officer in this regard shall be final.

**Signature of Tenderer**

(4) The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

31. (i) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay the freight together with departmental charges 5% of the freight will be recovered from the supplier's bill.
- (ii) R.R. should be sent under registered cover through Bank only.
- (iii) In case supply is desired to be sent by the Purchase Officer by passenger train, the entire railway freight will be borne by the tenderer.
- (iv) Remittance charges on payment made shall be borne by the tenderer.

**32. Insurance :**

- (i) The goods will be delivered at the destination godown in perfect condition. The supplier if he so desires, may be insure the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot, etc.). The insurance charges will be borne by the supplier and Tilam Sangh will not be required to pay such charges, if incurred.
- (ii) The articles may also be got insured at the cost of the Purchaser, if so desired by the Purchaser, in such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.

**33. Payments :**

- (i) Advance payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of despatch and to the extent as prescribed in financial powers by rail/reputed goods transport companies, etc., and prior inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the tenderer.
- (ii) Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in proper form by the tenderer to the Purchase Officer in accordance with G.F. & A.R. all remittance charges will be borne by the tenderer.
- (iii) In case of disputed items, 10% to 25% of the amount shall be with held and will be paid on settlement of the dispute.
- (iv) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
34. (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Order.

**Signature of Tenderer**

- (ii) **Liquidated damages** : In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the tenderer has failed to supply :-
- |     |     |   |      |
|-----|-----|---|------|
| (1) | (a) | Delay up to one fourth period of the prescribed delivery period.              | 2.5% |
|     | (b) | Delay exceeding one fourth but not exceeding half of the prescribed period.   | 5%   |
|     | (c) | Delay exceeding half but not exceeding three fourth of the prescribed period. | 7.5% |
|     | (d) | Delay exceeding three fourth of the prescribed period.                        | 10%  |
- (2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (3) The maximum amount of liquidated damages shall be 10%.
- (4) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (5) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.
35. Recoveries : Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier alongwith amount of liquidated damages shall be recovered from his dues and Performance Security available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
36. Tenderers must make their own arrangements to obtain import licence, if necessary.
37. If a tenderer imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase officer.
38. The Purchase Officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.

Signature of Tenderer

39. The tenderer shall furnish the following documents at the time of execution of agreement:-
- (i) Attested copy of Partnership Deed in case of Partnership Firms.
  - (ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
  - (iii) Address if residence and office, telephone numbers in case of sole Proprietorship.
  - (iv) Certificate of Incorporation, Registration issued by Registrar of Companies in case of Company.
40. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
41. All legal proceedings, if necessary arise to institute may by any of the parties (Tilam Sangh or Contractor) shall have to be lodged in courts situated at Jaipur and not elsewhere.

**Signature of Tenderer**



## **ANNEXURE A : Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall –

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

### **Conflict of Interest:-**

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to :
  - (a) have controlling partners/shareholders in common; or
  - (b) receive or have received any direct or indirect subsidy from any of them; or
  - (c) have the same legal representative for purposes of the Bid; or
  - (d) have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

**Signature of Tenderer**

- (e) the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- (f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

**Signature of Tenderer**

**Annexure B : Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

In relation to my/our Bid submitted to ..... for procurement of ..... in response to their Notice Inviting Bids No. .... dated ..... I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that :

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Tilam Sangh as specified in the Bidding Document;
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

Date :

Signature of Tenderer

Place :

Name : .....

Designation .....

Address .....

**Annexure C : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is .....  
The designation and address of the Second Appellate Authority is .....

**(1) Filing an Appeal :**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved.

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings :

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

**(4) Appeal not to lie in certain cases :**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely :-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

**Signature of Tenderer**

**(5) Form of Appeal :**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee for Filing Appeal :**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**(7) Procedure for Disposal of Appeal :**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
  - (i) hear all the parties to appeal present before him; and
  - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

**Signature of Tenderer**

FORM No. 1  
[See Rule 83]

**Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012**

Appeal No. .... of .....

Before the .....

1. Particular of the appellant :

(i) Name of the appellant :

(ii) Official address, if any :

(iii) Residential address :

2. Name and address of the respondent(s) :

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who

passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act By which the appellant is aggrieved :

4. If the Appellant propose to be represented by a representative, the name and postal address of the representative :

5. Number of affidavit and documents enclosed with the appeal :

6. Ground of appeal :

.....

.....

..... (Support by an affidavit)

7. Prayer :

.....

.....

Place .....

Date .....

**Appellant's Signature**

**TERMS AND CONDITIONS OF e-TENDER FOR 15 KG. ISI TIN CONTAINERS**

**NOTE :** Terms & conditions of Tender Agreement referred below shall form part of the agreement to be concluded with the successful tenderer. Hence tenderers should read these terms & conditions carefully and comply strictly while uploading their Tenders.

1. The tenderer shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to the supplier. If he has any doubt about the meaning of any terms, conditions or specifications etc. he should refer to Officer Incharge and get clarification. The decision of the Sangh regarding interpretation of the conditions and specifications shall be final and binding on the tenderers.
2. Bona fide manufacturer of the required item having turnover in tin manufacturing not less than 5 Crore per annum in last 3 years shall only be eligible to participate in the tender. Documentary proof of this effect will be enclosed with the technical bid.
3.
  - i) Any change in the constitution of the Firm/Company, etc., shall be notified forthwith by the contractor in writing to the Managing Director and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
  - ii) No new partner/partners/director shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions, and is accepted by the Managing Director through a written agreement to this effect. The contractor's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient to discharge liability of the firm for any of the purpose of the contract.
4. **GST Registration Certificate with GST Return alongwith GST Number:** No Dealer who is not registered under the GST prevalent in the State where his business is located shall participate in tender. The GST Registration Certificate with GST Return alongwith Number shall be submitted with the tender without which the tender is liable to rejection.
5. **Income Tax Clearance Certificate or Income Tax Return :** Tenderers will have to submit an Income Tax Clearance Certificate from the Income Tax Officer of the circle concerned along with the tenders without which tender may not be considered.
6. The tenderer shall digitally sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the Tender. Technical Bid and Financial Bid shall be uploaded separately. Financial Bid of the tenderer who qualifies in Technical Bid would only be downloaded for which the date will be intimated only to Technical Bid qualifiers later on. Any condition added by the supplier may make the Tender in eligible.

**Signature of Tenderer**

**7. RATE :**

- i) Rate shall be quoted both in words and figures in the Rate Quotation Form i.e. B.O.Q of Financial Bid separately. In case any discrepancy is found in rates quoted in words & figures, rate mentioned in words shall be considered as final. The rates should be mentioned with element of GST in B.O.Q. as applicable.
  - ii) The offer in financial bid for purchase of 15 Kg. ISI Tin Containers shall be invited in Rate Quotation Form for 15 Kg. Tins.
  - iii) All rates quoted must be FOR destination and should include GST as applicable which should be shown separately in the BOQ.
  - iv) In case of GST Central or State is levied, the same would be applicable.
  - v) Special Condition: Price escalation/De-escalation on the final accepted rates quoted shall be given as per the procedure laid down at Annexure-2 of the Technical Bid of the Tender form.
  - vi) **Validity:** Validity of tenders shall be for a period of 90 days from the date of opening of tender (Technical Bid).
  - vii) Comparison of rates shall be made on the basis of Final offer i.e. landed cost of tins F.O.R. destination including all charges quoted in Financial Bid (BOQ) to decide most competitive offer i.e. L1.
8. The approved supplier shall be deemed to have carefully examined the conditions, specifications, etc. of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specifications, etc. he shall before uploading the tender refer the same to the Managing Director and get clarifications.
9. The supplier shall not assign or sub-let his contract or any part thereof to other agency.
10. **SPECIFICATIONS:** All articles supplied shall strictly conform to the specifications laid down in the e-Tender Form at Annexure-1 of the Technical Bid of the Tender Form.

**Signature of Tenderer**



**11. INSPECTION :-**

1. The Managing Director or his duly authorized representative shall at all reasonable time have access to the suppliers premise and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods during manufacturing process or afterwards as may be decided.
2. The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.

**12. SAMPLES :**

- i) Bid Security shall be accompanied by properly packed two set of samples for which the rates are being offered in the tender.
- ii) Each sample shall be marked suitably either by written on the sample or durable paper securely fastened to the sample, the name of the tenderer and item.
- iii) Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. The Tilam Sangh shall not be responsible for any damages, wear and tear or loss during testing, examination, etc., during the period these samples are retained.
- iv) The sample shall be collected by the tenderer on the expiry of stipulated period. Tilam Sangh shall in no way make arrangements to return the samples. The samples uncollected within 3 months after expiring of contract shall be forfeited by the Tilam Sangh and no claim for their cost, etc., shall be entertained.
- v) Samples not approved shall be collected by the unsuccessful tenderer. The Tilam Sangh will not be responsible for any damage wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc. shall be entertained, after one month from the final acceptance of the tender.
- vi) Supplies when received shall be subject to inspection to ensure whether they conform to the specifications. Where necessary or prescribed or practical, tests shall be carried out in Tilam Sangh laboratories, reputed testing house like Sri Ram Testing House, New Delhi, National Test House, Jaipur, Tata Steel Ltd., Steel Authority of India etc. and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.

**Signature of Tenderer**

- vii) **DRAWL OF SAMPLES** : In case of tests, samples at the destination shall be drawn in four sets, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.
  - viii) **TESTING CHARGES**: Testing charges shall be borne by the Tilam Sangh. In case urgent testing is desired to be arranged by the tenderer or in case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the tenderer.
  - ix) Supplies when received shall be subject to inspection to ensure whether they conform to the specifications and with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Tilam Sangh laboratories, reputed testing house like Sri Ram Testing House, New Delhi, CEPAT, Jaipur etc. and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
13. **QUALITY DEDUCTION** (For short weight): Weight of individual 15Kg. ISI Tin container should be 930 +/- 10 gms. In case weight of individual tins is less than 930 gms including handle, it shall be rejected out rightly.
14. **REJECTION :-**
- i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at its own cost within the time fixed by the Managing Director.
  - ii) If, however, due to exigencies of Tilam Sangh work activities, such replacement either in whole or in part, is not considered feasible, the Managing Director after giving an opportunity to the tenderer of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
  - iii) The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection, after which Managing Director shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.
15. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by Rail and Road and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
16. i) The contract for supply, can be terminated at any time by Managing Director, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for termination. Thereafter, Tilam Sangh is free to purchase the goods of same quality from open market at any time on the risk and cost of the successful tenderer.

Signature of Tenderer

- ii) During the tender period, if successful tenderer is not fulfilling the terms & conditions of the tender i.e. Quality, Delivery Period etc., the Federation is free to purchase the goods from open market at the risk and cost of successful tenderer and same will be recovered from the Performance Security and due payment of the tenderer.
- iii) Managing Director, Tilam Sangh has the right to accept more than one tender for supplying the goods to the projects of the Federation on the same terms & conditions.
- iv) Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.
- v) Tilam Sangh at its sole discretion has a right to reject any tender at any stage without assigning any reason.
- vi) In case sufficient tenders are not received from the tenderer or the rates offered by the tenderer are not reasonable as compared to the rates prevailing in the market, Managing Director, Tilam Sangh may reject all the tenders and may take the supply of store items from open market.

**17. DELIVERY :**

- i) The time specified for delivery in the Tender Form or supply orders shall be deemed to be the essence of the contract. The tenderer whose tender is accepted shall arrange supplies in lots within periods as mentioned in each Purchase Order to be placed by the General Manager Project Tilam Sangh or authorized representative from time to time within stipulated delivery period or extended delivery period. Minimum 7 days for plain tins & 15 days for printed tins will be given to the supplier to supply a reasonable quantity in multiple of 2200 tins in a purchase order.
- ii) LIQUIDATED DAMAGES : In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply :-
  - a) - Delay upto one fourth period of the prescribed delivery period. 2.50%
  - Delay exceeding one fourth but not exceeding half of the prescribed period. 5%
  - Delay exceeding half but not exceeding three Fourth of the prescribed period. 7.50%
  - Delay exceeding three fourth of the prescribed Period. 10%

**Signature of Tenderer**

- Delay exceeding thereof shall be termed as failure in supply and shall make the supplier liable for liquidated damages, fine, penalty etc. as may be determined by the Managing Director, Tilam Sangh, Jaipur.
- b) Fraction of day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c) The maximum amount of liquidated damages shall be 10%.
- d) If the supplier requires an extension of time in completion of contractual supply he shall apply in writing to the authority, which has placed the supply order,
- e) Delivery period may be extended with or without liquidated damages by the Managing Director if the delay in the supply of goods is on account of some unforeseen circumstances and/or the federation has not suffered any loss due to such delay. If deemed appropriate, Tilam Sangh may procure the goods from open market at the risk & cost of the Supplier, apart from levying liquidated damages, fine, penalty etc.

## 18. QUANTITY

- i) Purchase order for the quantity required shall be placed from time to time. In case quantity supplied by the supplier is in excess of the quantity referred in the purchase order, General Manager can accept the quantity supplied in excess of quantity referred in Purchase Order at the rate referred in the purchase order or the rate prevailing on the date of delivery of such excess quantity whichever is less.
- ii) **RIGHT TO VARY QUANTITY:**
  - (A) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased, but such increase shall not exceed 50% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the bidding documents.
  - (B) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.

Signature of Tenderer

- (C) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under:-
- (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
- (b) 50% of the value of goods or services of the original contract.
- (D) If the Managing Director does not purchase any of the tendered articles/services or purchases less than the quantity indicated in the Tender Form, the tenderer shall not be entitled to claim any compensation.

19. **e-TENDER FEE AND e-TENDER PROCESSING FEE:** e-Tender Form fee of Rs. 2500/- in the form of Demand Draft/Pay Order in favour of Tilam Sangh, Jaipur and another DD for e-Tender Processing Fee of Rs. 1000/- in favor of MD, RISL, Jaipur shall have to be deposited at the Head Office of Tilam Sangh at Nehru Sahakar Bhawan, Bhawani Singh Road, Jaipur till **04.11.2019 upto 6.00 PM** e-Tender without appropriate Fees as referred above will not be accepted.

**20. BID SECURITY :-**

- i) Tenderer shall have to deposit Bid Security of Rs. 2,22,000/- (for General Category) and Rs. 55,500/- (for SSI Unit) at Head Office of Tilam Sangh at Nehru Sahakar Bhawan, Bhawani Singh Road, Jaipur till **04.11.2019 at 6.00 PM** without which tenders will not be considered. SSI Unit will have to submit SSI registration certificate with the tender form if applied as SSI Unit. The amount should be deposited in the following form in favour of M/s. **Tilam Sangh, Jaipur:-**

a) Bank Drafts/Bankers Cheque of the Scheduled Bank.

- ii) **REFUND OF BID SECURITY :** The Bid Security of unsuccessful tenderer shall be refunded soon after final acceptance of tender.

21. **FORFEITURE OF BID SECURITY:** The Bid Security will be forfeited in the following cases :-

- i) When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
- ii) When tenderer does not execute the agreement if any, prescribed within the specified time.

**Signature of Tenderer**

- iii) When he does not deposit the security money after the supply order is given.
- iv) When he fails to commence the supply of the items as per supply order within the time prescribed.
- v) If the bidder breaches any provision of code of integrity prescribed for bidders specified in Act and Chapter-VI of these rules.

21. 1) **AGREEMENTT AND PERFORMANCE SECURITY :-**

- i) Successful tenderer will have to execute an agreement within a period of 15 days of receipt of Letter of Acceptance and deposit performance security equal to 5% (for General Category) & 1% (for SSI Unit) of the value of stores for which tenders are accepted. The Bid Security at the time of tender will be adjusted towards performance security amount. The performance security amount shall in no case be less than Bid Security.
- ii) In case there are different suppliers for different items or for different Projects, Performance Security to be collected from successful tenderers (after adjusting Bid Security) shall be communicated in the confirmation letter as decided by the Managing Director, Tilam Sangh.
- iii) Tilam Sangh will not pay any interest on the Performance Security.
- iv) The forms of performance security shall be as below:-  
Bank Draft/ Bankars' Cheque/Bank Guarantee issued by any Nationalized/Scheduled Bank (on the prescribed proforma of Tilam Sangh).
- v) The performance security shall be refunded within one month of the final supply of the items as per purchase order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the tenderer.

2) **FORFEITURE OF PERFORMANCE SECURITY** : Performance Security amount in full or part may be forfeited in the following cases :-

- i) When any terms and conditions of the contract are breached.
- ii) When the tenderer fails to make complete and timely supply satisfactorily.

**Signature of Tenderer**

- iii) To recover any kind of loss or recovery.
  - iv) Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Managing Director in this regard shall be final.
- 3) The expenses of completing and stamping the agreement shall be paid by the tenderer. Original agreement shall be retained with Tilam Sangh.
22. i) All goods must be sent freight paid through goods transport.
- ii) Remittance charges on payment made shall be borne by the tenderer.
23. **PAYMENT :-**
- i) Unless otherwise agreed between the parties payment for the delivery of the stores will be made by concerned General Manager Project on submission of bill in proper form by the tenderer along with declaration (purchase order wise) as per Performa at Annexure-3. 100% payment will be made within 15 days on receipt of stores in good condition alongwith bills etc.
  - ii) Payment in case of those goods, which need testing, shall be made on receipt of report or within 40 days whichever is earlier, if test results received are conforming to the prescribed specification.
  - iii) In case of any defects or leakages found in the goods received from the contractor, the contractor will be informed by the concerned GM Project to replace such stocks at its risk and cost within reasonable period failing which the deductions will be made on this account out of the payment due to the contractor or from the Performance Security.
  - iv) Due payment to the supplier can be made by General Manager, Tilam Sangh Project through Cheque/NEFT/RTGS etc.
24. Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may be withheld to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the supplier alongwith amount of liquidated damages less in case of procurement from open market at the risk and cost of supplier shall be recovered from his dues and Performance Security available with the department. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.
25. If a tenderer imposes conditions, which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summarily rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Managing Director.

Signature of Tenderer

26. The Managing Director reserves the right to reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tender has been given or distribute items of stores to more than one firm/supplier.
27. In case any of the clauses of the tender document as referred above are in contravention to the provisions of RTPP Act 2012 & Rules 2013, the provisions of the RTPP Act 2012 & Rules 2013 shall prevail.
28. Digitally Signed scanned copy of Tender Documents, DDs of Rs. 2500/- for Tender Form Fee, of Rs. 1000/- for e-Tender Processing Fee, of Bid Security and other relevant documents as referred below shall be uploaded separately.
- i) Upload copy of Technical Bid duly signed & sealed.
  - ii) Upload copy of Registration Certificate in confirmation to the name of the manufacturing unit.
  - iii) Upload verification from respective bank/Partnership Deed/Memorandum of Articles and Association in support of ownership of the manufacturing unit.
  - iv) Upload copy of Ownership/ Lease Deed to establish whether the manufacturing unit is owned or taken on lease by the bidder.
  - v) Upload copy of latest Electricity Bill in support of Power Connection.
  - vi) Upload copy of Factory License in support of manufacturer.
  - vii) Upload copy of GST Registration Certificates with GST number as per applicable.
  - viii) Upload scanned copies of DDs to confirm the submission Bid Security, Tender Document Fee & e-tender processing fee submitted till 04.11.2019 upto 6.00 PM.
  - ix) Upload copy of Income Tax Permanent Account Number (PAN).
  - x) Upload copy of Income Tax Return (Last Three Years).
  - xi) Upload copy of Permanent SSI Unit Certificate or equivalent.
  - xii) Upload copy of relevant invoices in support of Plant and Machinery Installed at your manufacturing unit.
  - xiii) Upload evidence whether production capacity is as per the requirement of tender conditions.

**Signature of Tenderer**



- xiv) Upload Valid ISI Registration Certificate towards supply of 15 Kg. ISI Tin Containers.
- xv) Upload details of business experience, and audited balance sheet of last 3 years (specifying the experience both in quantity and value), copy of purchase order, certificate of satisfactory supply alongwith net worth certificate from a Chartered Accountant
- xvi) Upload proof of rate of ISI Tin Sheet prevailing as on 01.11.2019 as mentioned in Financial Bid.\*\*
- xvii) Upload details related to manpower, solvency, PF, ESI etc.
- xviii) Upload Authority Letter towards signing of e-tender document.
- xix) Upload affidavit duly filled as per Annexure-4.

**Note :-**

- i) All the copies uploaded should be duly attested/Certified by a Gazetted Officer/Notary Public/Oath Commissioner.
  - ii) All Lease Deeds/Partnership Deeds/Agreements submitted should be registered with competent authority.
29. i) If any disputes arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Administrator of Tilam Sangh who will appoint any senior officer/ or any other officer as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
- ii) All legal proceedings, if instituted by any of the parties (Tilam Sangh or Supplier) shall have to be lodged in the Courts situated only at Jaipur and not elsewhere.
30. This agreement shall remain in force **for a period of One Year from the date of signing the Agreement** with the successful Bidder (Supplier) unless terminated. Managing Director reserve the right to terminate the Agreement by giving 15 days notice to the tenderer with or without assigning any reason. Managing Director has the right to vary quantity and period of delivery as per the provision given in the RTPP Act Under Section 73 of Rajasthan Transparency in Public Procurement Rule of 2013 at the same terms and conditions as referred above, if agreed mutually.

**Signature of Tenderer**

**Annexure – 1****SPECIFICATIONS****For 15 Kg. ISI Tin Containers**

1.	Specification of Tin Containers	Tin containers for packaging edible oils and fats shall conform to IS No. 10325 as amended from time to time and shall bear ISI certificate mark on one side of vertical panel of the tin. The weight of 15 Kg. ISI Tin Container should be 930 gm +/- 10 gm.
2.	Specification of Tin Plate	<p>Tin plate used for manufacture of Tin Containers for packaging edible oils and fats shall conform to the standards of prime grade quality contained in BIS Standards No. 1993 as amended from time to time.</p> <p>Tin plate of prime quality conforming to BIS standards as referred above. The Tin manufacturers must indicate the name of manufacturer of tin plate which would be used for fabricating tin containers to be supplied to Tilam Sangh.</p> <p>The Tin suppliers shall have to furnish a certificate confirming the use of tin plate conforming to the required standards mentioning name of tin sheet manufacturers.</p> <p>Each invoice of Tin Containers to be supplied to Tilam Sangh shall contain the lot number and other details of tin plate used for fabricating tin containers for that particular lot to identify the lot of the tin plate vis-à-vis tin containers in case tin containers do not conform to required standards.</p>
3.	Ink & Colour ( For Printed Tins )	<p>a) Of approved quality conforming to FSSAI Act, 2006 and Food &amp; Drug Authority Rule.</p> <p>b) Non-Toxic, Non-Poisonous.</p> <p>c) It shall not peel-off or melt before or after impulse sealing operation.</p> <p>d) It shall not get dissolved with oil.</p>
4.	Transportation	It shall be arranged by tenderer. Packing and stacking of tin should be proper so as to avoid – rust, denting, insects, etc. inside/outside tins.
5.	Embossing	Each tins shall be embossed with the logo / Identification mark of the Tenderer.
6.	Printing	<p>Printing of tins shall be made as per the approved Art Work in minimum five colors.</p> <ul style="list-style-type: none"> <li>- Four side screen printing in five colour.</li> <li>- Lithographic off-set printing in four colour.</li> <li>- Printing of tins shall be made as per artwork approved by Tilam Sangh.</li> </ul>
7.	Plastic Insert for Tins	In order to protect tin from dust, insects etc., plastic insert shall be provided by supplier by placing it on the mouth of each container while storing and transporting tins to the Federation. Project has to keep these insert safely and cleanly and return to tin supplier in the lot of 7000 pieces (min.) on the rate mutually agreed with the tin supplier, so as to reuse the insert 3 to 4 times.
8.	Plastic Liner	To cover off-set printed tins only to protect printing of tins.
9.	Amendment in FSSAI	Any amendment made under the provision of FSSAI regarding specification of tin sheet or 15 kg. ISI tin containers, same shall be applicable to this tender.

**Signature of Tenderer**

**SPECIAL CONDITIONS**  
**PRICE ESCALATION/DE-ESCALATION PROCEDURE**  
**FOR 15 KG. ISI TIN CONTAINERS**

- 1.1 This price escalation/de-escalation shall be payable only on 15 Kg. ISI Tin Containers if and only if,
- a) There is any change in rate of GST or any other tax affecting the packing material to be supplied is imposed.
  - b) There is any variation in Ex. – Yard/Works base price prime grade of tin plate conforming to BIS Standards No. **1993** as amended from time to time and rebate as declared by the manufacturer of tin sheet reviewed on monthly basis.
- 1.2 Guidance/Effective Date for Price Escalation/De-escalation:-
- a) Weight of Tin Sheet used for manufacturing of 1075 Tins Per M.T. will be base for tin consumption for price escalation/de-escalation.
  - b) The base rate for calculating escalation/ de-escalation shall Rs. ....../- per M.T. i.e. Ex. – Yard/Works at ..... base price of prime grade tin plate conforming to BIS Standards **No. 1993** as amended from time to time .  
  
If manufacturer of tin sheet allows any rebate on their base rate that have to be passed on to Tilam Sangh in totality i.e. for example if base rate of ISI Tin Plate referred above is Rs. 50,000/- PMT and rebate thereon is Rs. 2500/- PMT then base rate for calculating the ISI Tin rate will be Rs. 47,500/- (i.e. 50,000/- (-) 2,500/- ) PMT.
  - c) Further revision in tin price shall be considered by concerned General Manager at the time of placing the purchase order on the basis of rates of the Ex. – Yard/Works of tin sheet manufacturer base price of prime grade of tin plate conforming to BIS Standards No. **1993** prevailing at the time of placing the purchase order.
  - d) For the price escalation/de-escalation granted, the supply of backlog-quantity pending due to supplier's failure will be effected by the supplier at the de-escalated rate or rate prior to price revision whichever is lower.
  - e) The escalation/de-escalation price can be revised in case of variation in excise duty and related statutory levies. In such cases price escalation/de-escalation will be allowed from the date of such revision. However, the price escalation shall not be allowed on orders, which have been placed prior to the date of escalation/de-escalation, such goods shall have to be supplied at pre-escalated rates.

**Signature of Tenderer**

घोषणा-पत्र

(राशि रू. 500/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर नोटेरी पब्लिक से सत्यापित कराना है )

मैं ..... साझेदार/मालिक मैसर्स .....  
 ..... पता .....  
 ..... सशपथ बयान करता हूँ कि :-

1. तिलम संघ को दिनांक ..... को बेचे गये 15 Kg. टिन संख्या ..... जो बिल संख्या ..... बिल्टी संख्या ..... ट्रक संख्या ..... द्वारा भिजवाये गये है, जो सभी ..... (SAIL/TATA) अथवा इनके समकक्ष निर्माता मैसर्स ..... द्वारा BIS Standard No. 1993 के मानकों अनुसार निर्मित टिन शीट से बने है, अन्य किसी भी प्रकार की टिन शीट से निर्मित नहीं है। यदि इसमें कोई भी असत्यता पाई जाती है तो उसके लिए मैं व्यक्तिगत रूप से उत्तरदायी रहूँगा तथा तिलम संघ को हुई या होने वाली किसी भी प्रकार की हानि एवं क्षतिपूर्ति, जो भी प्रबन्ध संचालक, तिलम संघ द्वारा निर्धारित की जावेगी, की भरपाई करूँगा।

शपथगृहिता

सत्यापन

मैं ..... सशपथ सत्यापित करता हूँ कि उक्त घोषणा-पत्र के बिन्दु संख्या 1 लगायत 2 में वर्णित तथ्य सही एवं सत्य है, इसमें कुछ भी नहीं छुपाया गया है। ईश्वर मेरी मदद करें।

दिनांक :-

स्थान :-

सत्यापनकर्ता

शपथ-पत्र

(राशि रू. 500/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर नोटेरी पब्लिक से सत्यापित कराना है)

मैं/हम/घोषणा करता हूँ/करते है कि मैंने/हमने जिन मालों/सामानों/उपकरणों के लिए निविदा दी है, उनका/उनके/मैं/हम बोनाफाइड विनिर्माता हूँ/हैं।

यदि यह घोषणा असत्य पायी जाए, तो किसी भी अन्य कार्रवाई, जो की जा सकती है, पर प्रतिकूल प्रभाव डाले बिना, मेरी/हमारी प्रतिभूति को पूर्ण रूप में समपहृत कर किया जा सकेगा तथा निविदा को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

शपथगृहिता

**PART-II**

**FINANCIAL BID**  
**(B.O.Q.)**

**(A) RATE QUOTATION FORM FOR 15 KG. ISI TIN CONTAINERS**

Tenderer must quote the rates in the statement based on the Ex. – Yard/Works at ..... base price of tin sheet conforming to IS: 1993 declared as on 01.11.2019 as referred hereunder as point 1.

Calculation of Base Price :-

- |    |   |   |   |
|----|---|---|---|
| 1. | Basic Rate of Tin Sheet conforming to IS: 1993<br>Ex- Yard/Works at ..... :<br>(Make .....) | - | Rs. .... /- (As on 01.11.2019)**  |
| 2. | Less Rebate   | - | Rs. _____<br>.....<br>Rs. _____   |
| 3. | Freight (actual only)<br>(FOR Tenderer's Works)   | - | Rs. _____<br>.....  |
| 4. | IGST @.....%  | - | Rs. _____   |
| 5. | Base price Ex-factory of Tenderer   | - | Rs. _____   |
| 6. | Base Price Ex-factory Per ISI Tin<br>(without IGST)   | - | Rs. _____ <b>(considering output of<br/>1075 tin per MT of Tin Sheet)</b> |
- in figures \_\_\_\_\_
- in words \_\_\_\_\_

**Signature of Tenderer**

**Contd.....**

S.N.	Particulars	Rate Rs./ Unit Price							
		Kota Project				Fatehnagar Project			
		Plain	Printed		Plain	Printed			
i.	Basic Price (Ex- factory) without GST As calculated above at Point 6								
ii.	Manufacturing expenses including plastic insert.								
iii.	Printing Charges		Screen	Offset Lithographic Printing in Four Colour			Screen	Offset Lithographic Printing in Four Colour	
				Four Side Pannel	Whole body with plastic liner			Four Side Pannel	Whole body with plastic liner
iv.	Transportation Charges upto destination								
v.	Total cost								
vi.(A)	CGST @.....%								
(B)	SGST @.....%								
Total (i to vi)	<b>Final Offer:</b> Landed Cost of Tin inclusive of all taxes/charges F.O.R. destination In Figures In words								

## Note :

1. Comparison of rates shall be made on the basis of landed cost of tin F.O.R. destination including all charges quoted in Financial Bid (BOQ) as final offer to decide L1.
2. Rates should be quoted in accordance with the terms & conditions of Technical & Financial Bid of this e-tender.

Signature of Tenderer