### विविध आवश्यक सूचना का संक्षिप्त विवरण

राजस्थान राज्य भण्डारव्यवस्था निगम द्वारा अपेक्षित रजिस्ट्रेशन द्वारा कर्मचारी समावेश से व्रत निर्माण अथवा ग्रामीण भवन निर्माण कार्यों या स्थानों पर स्थानीय समाज की आवश्यकता हेतु के वापिक दर अबद्दल के विवरण में अनुसार विवरण (तकनीकी एवं वित्तीय विवरण पुक्क संग्रह में) प्राप्त करने के लिए जारी विवरण आवश्यक सूचना क्रमांक 11122 - दिनांक 19-08-2019 की सामग्री के स्पष्टीकरण के लिए अनुमोदित मान्यता, अनुमानित मूल्य, विवरण पेश करें यथासम्भव, विवरण प्रस्तुति की उपलब्धता की दिनांक, विवरण प्रस्तुति के अनुरोध तिथि/समय व विवरण सूचना का विवरण निम्नलिखित है:-

<table>
<thead>
<tr>
<th>क्र. सं.</th>
<th>सामग्री का नाम व स्पष्टीकरण</th>
<th>अनुमानित मूल्य (रू. में)</th>
<th>विवरण के बादानात अनुमान (रू. में)</th>
<th>विवरण प्रस्तुति के अनुरोध तिथि व समय</th>
<th>तकनीकी एवं वित्तीय विवरण प्रस्तुति करने की अनुरोध तिथि व समय</th>
<th>निम्न प्रमाण कार्यालय के अनुसार विवरण प्रस्तुति के दिनांक एवं समय</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Portable Fire Fighting Equipment</td>
<td>350</td>
<td>7.00</td>
<td>14000.00</td>
<td>472.00</td>
<td>20.08.19 to 03.09.19 upto 5.00 P.M.</td>
</tr>
<tr>
<td>2.</td>
<td>Power Spray Machine</td>
<td>25</td>
<td>4.97</td>
<td>9940.00</td>
<td>472.00</td>
<td>20.08.19 to 03.09.19 upto 5.00 P.M.</td>
</tr>
<tr>
<td>3.</td>
<td>Stationery Items</td>
<td>4.00</td>
<td>8000.00</td>
<td>472.00</td>
<td>20.08.19 to 03.09.19 upto 5.00 P.M.</td>
<td>04.09.19 upto 5.00 P.M. 05.09.19 3.00 P.M.</td>
</tr>
<tr>
<td>4.</td>
<td>Computer Stationery</td>
<td>3.00</td>
<td>6000.00</td>
<td>472.00</td>
<td>20.08.19 to 03.09.19 upto 5.00 P.M.</td>
<td>04.09.19 upto 5.00 P.M. 05.09.19 3.00 P.M.</td>
</tr>
<tr>
<td>5.</td>
<td>Fire Bucket</td>
<td>300</td>
<td>1.23</td>
<td>2460.00</td>
<td>472.00</td>
<td>20.08.19 to 03.09.19 upto 5.00 P.M.</td>
</tr>
</tbody>
</table>

### विवरण प्रस्तुति की शर्त (सामग्री शर्त के अंतर्गत)

1. विवरण पहुंच (पृष्ठ पर दिए गए) उपकरण एवं विवरण पहुंच, भावना एवं प्रतीतिम दान आर्थिक संबंधों के आधार में विवरण तथ्यकार नहीं की जाएगी। तथा ये समस्त तकनीकी विवरण वास्तविक तथ्य से मार्गदर्शन सीमा के भीतर होंगे।
2. प्रत्येक अभिव्यक्ति के लिए अनुमान एवं अभिव्यक्ति विवरण प्रस्तुति की जाएगी, तथा विवरण प्रकार के उपर विवरण प्रकार का अनुमान अनुसार विवरण प्रस्तुति की जाएगी। तकनीकी विवरण वास्तविक तथ्य से मार्गदर्शन सीमा के भीतर होंगे।
3. विवरण प्रकार के उपर तकनीकी विवरण वास्तविक तथ्य से मार्गदर्शन सीमा के भीतर होंगे।
4. अभिव्यक्ति, अभिव्यक्ति, एवं अभिव्यक्ति का अभिव्यक्ति, अभिव्यक्ति, अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभिव्यक्ति का अभि...
### SCHEDULE to NIT No. :RSWC/Stores/2PUR/Bid /2019-2020/ Dated :

#### TECHNICAL BID FORM POWER SPRAY MACHINE

<table>
<thead>
<tr>
<th></th>
<th>Bid for (name of the articles for which bid is submitted)</th>
<th>Supply of Power Spray Machine</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Approximate quantity required</td>
<td>25 Nos.</td>
</tr>
<tr>
<td>3</td>
<td>Estimated Cost</td>
<td>Rs.4,97,000.00 (Rupees: Four lacs ninety seven thousand)</td>
</tr>
<tr>
<td>4</td>
<td>Amount of bid security</td>
<td>Rs.9940.00 (Rupees : Nine thousand nine hundred forty)</td>
</tr>
<tr>
<td>5</td>
<td>Bid Fee</td>
<td>Rs. 400/- + 18% GST Rs.72.00 = 472.00 (Rupees : Four hundred seventy two only )</td>
</tr>
<tr>
<td>6</td>
<td>Last date and time of bid submission</td>
<td>04.09.2019 Time upto 5.00 P.M.</td>
</tr>
<tr>
<td>7</td>
<td>Date and time of Technical bid opening</td>
<td>05.09.2019 Time 3.00 P.M</td>
</tr>
</tbody>
</table>

8. **Name of the firm submitting the bid.**

   **Office address of the firm**
   
   **Godown address of the firm**
   
   **Workshop address of the firm**

9. **Addressed to**

   Joint Director (Adm.), Rajasthan State Warehousing Corporation Bhawani Singh Road, Jaipur-302015.

10. **The bid fee amounting to Rs. 472/- has been deposited vide cash receipt/Banker’s cheque/DD.**

    **Cash receipt/Banker’s Cheque/DD. Number**
    
    **Dated**

11. **Bank Draft /Bankers Cheque No.**

    **drawn on**

    **(Name of the Bank) date**

    **Rs**

    **to cover bid security is enclosed.**

12. **We agree to abide by all the conditions mentioned in Bid Notice Number**

    **Dated**

    **issued by the Rajasthan State Warehousing Corporation and also the further General terms & conditions and technical specifications of the said Bid Notice given in the attached sheets (all the pages of which have been signed by us in token of our acceptance of the terms mentioned therein).**

13. **The rates quoted in financial bid form are valid for **One year from the date of execution of Annual Rate Contract agreement** and the further period as per RTPP Act/Rules can be extended with mutual consent.

14. **The copy of Permanent Account Number and GST registration Certificate, are submitted herewith and the self attested photo copy of the same is enclosed with technical bid form. Sample of article is also submitted separately.**

15. **Rate Quoted in financial bid of Power Spray Machine inclusive of all incidental charges such as packing, forwarding and cartage, loading-unloading, transportation charges, freight, insurance, FOR destination RSWC, HO, Jaipur.**

    **Rate shall also be inclusive of all but exclusive of GST. GST shall be paid extra at applicable rates subject to submission of tax invoice as per rules under GST.**
The bidder not conforming strictly to specifications and other terms & conditions of the bid document and incomplete/conditional bid will be summarily rejected as invalid. Further in order to assess manufacturing available with the bidder the inspection facilities may be got done as per the discretion of the Corporation.

I hereby declared that I am fully conversant with the terms and conditions of the bid notice/bid format and we agree the terms and conditions specified in the bid. It is also certified that the price quoted is reasonable and not higher than the price usually charges for the stores of the same nature to the other purchaser.

**Place:**

**Date:**

**Signature of the bidder**

**Name & full address of the bidder and telephone/Mobile No./email**

**Note:** The following documents are uploaded submitted technical bid

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particular</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Copy of the Banker Cheque/D.D. regarding bid security</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Technical bid duly signed on each page such as technical specifications, annexures general terms and conditions of bid, etc.- Annexure (A to G)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Copy/detail of GST number</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Copy of Permanent Account Number</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Certificate of competency/registration from the State Government/National Small Industries Corporation, enclosed</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>License of Manufacturer</td>
<td></td>
</tr>
</tbody>
</table>

**Place:**

**Signature of the bidder**

**Date:**

**Name & full address of the bidder and telephone/Mobile No./email**
## TECHNICAL SPECIFICATION OF POWER SPRAY MACHINE

<table>
<thead>
<tr>
<th></th>
<th>DESCRIPTION</th>
<th>SPECIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DESCRIPTION</td>
<td>Power Sprayer Machine</td>
</tr>
<tr>
<td>2</td>
<td>SPECIFICATION</td>
<td>Branded 1 HP Electric Motor single phase with Copper binding and speed control circuit with 20 feet electric wire &amp; plug, 40 mtr. long PVC delivery hose pipe 10mm. and accessories kit, Single piston stainless steel power sprayer, Iron base plate (stand) of suitable size with wheel trolley and carrying handle 56cm long brass spray gun, 8’Aluminium pulley, two v-velt</td>
</tr>
<tr>
<td>3</td>
<td>PACKING</td>
<td>Suitable packing in wooden case should be dispatched to Destination FOR RSWC, Head Office, Jaipur or any where in Rajasthan as directed by Corporation.</td>
</tr>
<tr>
<td>4</td>
<td>INSPECTION</td>
<td>The Power Sprayer Machine shall be offered for inspection to RSWC Head Office, Jaipur. The acceptance of the stores on the basis of the fulfillment of parameters.</td>
</tr>
<tr>
<td>5</td>
<td>GUARANTEE</td>
<td>The Stores shall be Guaranteed at least for one year against all manufacturing defects.</td>
</tr>
</tbody>
</table>

Place: 
Signature of the bidder 
Date: 
Name & full address of the bidder and telephone/Mobile No./email
Annexure : “F”

Declaration by Bidder
(On non judicial stemp paper of Rs. 50/-)

I/We declare that I am/we are bonafide Manufacturers in the goods/Store/Equipments (name indicated below) for which I/We have bidder.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of goods/stores/ equipments/Service</th>
</tr>
</thead>
</table>

If this declaration is found to be incorrect then without prejudice to any other action that may be taken my/our bid security may be forfeited in full and the bid if any to the extent accepted may be canceled by the Corporation (Rajasthan State Warehousing Corporation).

Place : Signature of the bidder
Date : Name and full address of the bidder
GENERAL TERMS AND CONDITIONS OF BID

NOTE : Bidder should read these conditions carefully and comply strictly while sending their bid.

1. The bids should be submitted in proper manner as per directions given in the Bid Notice.

2. "Bid by bonafied dealers" : Bid shall be given by manufacturer/whole sellers/ Sole distributor/Authorized dealer/Sole Selling/Marketing agent in the goods and service provider in case of service and transporter in case of transportation. They shall, therefore, submit a declaration in the enclosed form (in case of pesticides only licensed manufacturer).

3. (i) Any change in the constitution of the firm, etc., shall be notified forthwith by the firm in writing to the Corporation and such changes shall not relieve 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 abide by all its terms, conditions and deposit with the Corporation 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 discharge for any of the purpose of the contract.

4. GST Registration certificate: -- No dealer who is not registered under the GST Act prevalent in the State where his business is located shall not submit the bid. The GST Registration Number should be quoted. A GST registration certificate obtained from the concerned competent authorities shall be submitted.

5. Bid forms shall be filled in in or typed. No bid filled in pencil shall be considered. The bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms and conditions of the bid.

6. Rate shall be written in rupees both in words and figures. There should not be errors and/or overwritings

7. All rates quoted must be FOR destination RSWC, HO, Jaipur and should include all incidental charges such as packing, forwarding and cartage, loading-unloading, transportation charges, freight, insurance, rates shall also be inclusive of all applicable statutory taxes but exclusive of GST. The delivery of the goods shall be given as per the direction of purchase order.

8. 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.

9. Validity:

For Goods Supply

In case of the successful bidder the rate quoted shall remain valid for a period of one year from the date of issue of annual rate contract and further duration as per RTPP Act/Rules can be extended with mutual consent.

10. The approved bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, samples, etc., of the goods to be supplied or service to be provided. If he has any doubts 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 Corporation and get clarifications.

12. The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency.

13. Specifications: (For goods supply)

(i) All articles supplied shall strictly conform to the specifications laid down in the bid and wherever articles have been required according to Bureau of Indian Standard specifications, those articles should conform strictly to those specifications.
(ii) The supply of articles marked with asterisk/ at serial number shall in addition confirm asterisk to the approved samples and in case of other material where there are no standard or approved samples, the supplies shall be of the very best quality and description. The decision of the Corporation whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the bidders.

(iii) Guarantee clause: The bidder would give guarantee that the goods/stores/articles would continue to conform to the description and quality as mentioned in technical specification whichever is higher for a period of one year from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the Corporation may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Corporation in that behalf will be final and conclusive), the Corporation 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 bidder shall if so called upon to do, replace the goods, etc.or such portion thereof as is rejected by the Corporation, otherwise the bidder 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 Corporation in that behalf under this contract of otherwise.

(iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the bidder 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 equipment operative. The bidder shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

(v) In case of machinery and equipment specified by the Corporation - the bidder shall be responsible for carrying out annual maintenance and repair on the terms and conditions as may be agreed. The bidder 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 Corporation - who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

14. Inspection :
(a) The duly authorised representative of Rajasthan State Warehousing Corporation shall at all reasonable time have access to the suppliers/service provider 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.
(b) The bidder shall furnish complete address of the premises of his office, godown and workshop together with name and address of the person who is to be contacted for the purpose.
(c) In case where the material shall be offered for pre-purchase inspection/re-inspection at bidder premises before dispatches are made. In that case the stores/ materials in no case be dispatched before the same have been inspected by Rajasthan State Warehousing Corporation, Jaipur and written confirmation given to bidder that the same conforms to stipulated specifications and are acceptable. The corporation may at its discretion draw random samples in respect of supplies made and get them tested by any Recognised Laboratory etc. in accordance with the General conditions of the tender. The lab testing charges will be borne by the bidder.

15. Samples : (For goods supply)
Sample of the articles will be provided by the bidder at RSWC Head Office before opening of Technical bid. Such samples if submitted personally will be received in the office. A receipt will be given for each sample, by the officer receiving the samples. Samples if sent by train, etc., should be dispatched freight paid and the R/R of G.R. should be sent under a separate registered cover.

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

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

The Sample can be collected by the bidder on the expiry of stipulated period. The Corporation shall in no way make arrangements to return the samples. The samples uncollected within 3 months after expiry of contract shall be forfeited by the Corporation and no claim for their cost etc. shall be entertained.

Samples not approved can be collected by the unsuccessful bidder within 90 days of opening of the bid. The Corporation will not be responsible for any damage, wear and tear of loss during testing, examination, etc., during the period these samples shall be forfeited and no claim for the cost, etc., shall be entertained.

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 (through recognised laboratories) as recommended by the Corporation and the supplies will be accepted only where the articles specifications as a result of such tests.

Drawl of Samples: In case where tests are required, samples shall be drawn in three or four sets in the presence of bidder or his authorised representative and properly sealed in their presence. One such set shall be given to bidder, 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.

16. Testing charges: Testing charges and the cost of samples shall be borne by the bidder.

17. Rejection:
   (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the Corporation.
   (ii) If, however, due to exigencies of Corporation work, such replacement either in whole or in part, is not considered feasible, the Corporation after giving an opportunity to the bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final and acceptable to the bidder.

18. The rejected articles shall be removed by the bidder within 15 days of intimation of rejection, after which Corporation shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as it thinks fit, at the bidders risk and on his account.

19. The bidder 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 bidder 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.

20. The contract for the supply can be repudiated at any time by the Corporation, if the supplies are not made to its satisfaction after giving an opportunity to the bidder for being heard and recording of the reasons for repudiation.

21. Direct or indirect canvassing on the part of the bidder or his representative will be treated a disqualification.

22. (i) Delivery period:
   The quantity shall be supplied to the Corporation as per the direction of the Corporation issued in purchase order to the suppliers time to time within a period of 30 (Thirty) days from the date of issue of the purchase letter excluding the period from the date on which
stores are offered by bidder for inspection till date on which dispatch Instructions are issued by the Corporation.

(ii)Extent of quantity- Repeat orders: If the orders are placed in excess of quantities shown in the bid notice; the bidder shall be bound to meet the required supply may be placed as per provision of the RTPP Rules, 2013. Repeat orders may also be placed on the rate and conditions given in the bid provided that the repeat orders are upto 50% of the quantity originally agreed in Annual Rate Contract. If the bidder fails to do so, the Corporation shall be free to arrange for the balance supply by limited bid or otherwise and the extra cost incurred shall be recoverable from the bidder.

(iii) If the Corporation does not purchase any of the bided articles or purchases less than the quantity indicated in the bid the bidder shall not be entitled to claim any compensation.

23. Bid security:
(a) Bid security shall be 2% of estimated cost without which the bid will not be considered. The amount should be deposited in form of Bank Draft/Bankers Cheque of Schedule Bank payable at Jaipur in favour of the Rajasthan State Warehousing Corporation, Jaipur.
(b) Firms registered with the Commissioner of Industries, Rajasthan/its Dic's in respect of Stores for which they are registered, subject to their furnishing the registration in original issued from the Commissioner of Industries or a Photostat copy or a copy thereof duly attested by any Gazetted Officer, will be partially exempted from bid security and shall pay performance security deposit at the rate of 1% of the estimated value of bid.
(c) Exemption from bid security: Firms which are registered with the Commissioner of Industries Rajasthan/concerning DIC's 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 from the Commissioner of Industries Rajasthan/concerning DIC's, at the rate of 0.5% of the estimated value of bid shown in bid. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order or it may be considered as per RTPP Rules, 2013.
(d) Central Government and Government of Rajasthan's Undertaking may be exempted from furnishing performance security amount.
(e) Refund of bid security: The bid security of unsuccessful bidder shall be refunded soon after final acceptance of successful bid, signing of agreement and submitted performance security.
(f) The Central Government and Government of Rajasthan Undertakings need not furnish any amount of bid security.
(g) The bid security / performance security lying with the Corporation in respect or other bids awaiting approval of rejected on account of contracts being completed will not be adjusted towards bid security /performance security amount for the fresh bids. The bid security may however, be taken into consideration in case bids are re-invited.

24. Forfeiture of bid security: The bid security will be forfeited in the following cases:
(i) When bidder withdraws or modifies the offer after opening of bid but before acceptance of bid.
(ii) When bidder does not execute the agreement if any, prescribed within the specified time.
(iii) When the bidder does not deposit the performance security money.
(iv) When bidder fails to commence the supply of the items as per supply order within the time prescribed.

25. Agreement and performance security deposit:
(i) Successful bidder will execute an agreement in the prescribed form within a period of 15 days of issuance of order and deposit performance security equal to 5% of the
amount of supply order within 15 days from the date of issue of letter of acceptance of the bid.

(ii) The bid security deposit at the time of bid will be adjusted towards performance security amount. The performance security amount shall in no case be less than bid security.

(iii) No interest will be paid by the Corporation on the performance security money.

(iv) The performance security money shall be paid in form as below:-
Bank Demand Draft/Bankers Cheque payable at Jaipur in favour of Rajasthan State Warehousing Corporation.

(v) The performance security money shall be refunded within one month 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 satisfying there are no dues outstanding against the bidder.

(2) **Forfeiture of Performance Security Deposit**

Performance Security amount in full or part may be forfeited in the following cases :-

(a) When any terms and conditions of the contract is breached.
(b) When the bidder fails to make complete supply/service satisfactorily.
(c) Notice of reasonable time will be given in case of forfeiture of performance security deposit. The decision of the Corporation in this regard shall be final.

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

26. **Insurance:**

The goods will be delivered at the FOR destination in perfect condition. The supplier, if he so desires, may insure the valuable goods against loss by theft, destruction of damage by fire, flood, under exposure to weather or otherwise viz. (war, rebellion, riot, etc.) The insurance charges will be borne by the supplier and Corporation will not be required to pay such charges, if incurred.

27. **Payment:**

(i) Advance payment will not be made in any circumstances.

(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 bidder to the Corporation after supply and acceptance of RSWC. All remittance charges will be borne by the bidder.

(iii) In case of disputed items, 10% of the amount shall be withheld 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 and test results received conforming to the prescribed specification.

28. (i) The time specified for delivery in the bid shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the corporation.

(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 bidder has failed to supply :-

(1) (a) Delay upto one fourth period of the prescribed delivery period.
(b) Delay exceeding one fourth but not exceeding half of the prescribed period.
(c) Delay exceeding half but not exceeding three fourth of the prescribed period.
(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 its 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 damage if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
29. **Recoveries:** Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakages and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and performance security deposit available with the Corporation. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

30. Bidders must make their own arrangements to obtain sale/import licence, if necessary.

31. If a bidder impose conditions which are in addition to or in conflict with the conditions mentioned herein, his bid 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 bid issued by the Corporation.

32. The Managing Director of the Corporation reserves the right to accept/reject bids or any bid without assigning any reason and accept bid for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm/supplier the decision of the Corporation in the matter shall be final and binding on the bidders.

33. As per Rajasthan Stamp Act, 1998 the successful bidder shall execute an agreement in the prescribed format on non-judicial stamp paper of Rs.500/-, within 15 days from the issuance of Annual Rate Contract letter.

34. All disputes pertaining to the agreement if any shall be decided as per the provision of Arbitration and conciliation act, 1996.

35. If any dispute arises out of the agreement with regard to the interpretation, meaning and breach of the terms of the agreement, the matter shall be referred to the Managing Director of the Corporation and the decision shall be final and binding on the both parties.

36. All legal proceedings, if necessity arises to institute may by any of the parties (Corporation or Contractor) shall have to be lodged in courts situated in Jaipur (Rajasthan) and not elsewhere.

37. All other terms and condition mentioned in the Rajasthan Transparency in Public Procurement Act 2012 and RTPP Rules 2013 shall be applicable.

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**Signature of bidder**

**Name & full address of the bidder and telephone/mobile number/e-mail**

**Date:**

**Place:**
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 interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
1. 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 a 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
   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.
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 Union and the State Government or any local authority 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:  
Place:  
Signature of bidder  
Name:  
Designation:  
Address:  

Doc1
Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Executive Director
The designation and address of the Second Appellate Authority is Managing Director

(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 thereunder, 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 of it 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.

(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 authorised 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.
FORM No. 1

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

Appeal No ...........of .................
Before the ......................... (First / Second Appellate Authority)

1. Particulars of 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 proposes to be represented
   by a representative, the name and postal address
   of the representative:

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

6. Grounds of appeal:

   ...............................................................................................................................
   ...............................................................................................................................
   ............................................................................................................................. (Supported by an affidavit)

7. Prayer:

   ...............................................................................................................................
   ...............................................................................................................................

Place ...........................................
Date ..........................................
Appellant's Signature
Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity’s Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.
3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.
RAJASTHAN STATE WAREHOUSING CORPORATION  
(A Government Undertaking)  
Bhawani Singh Road, JAIPUR- 302015

Tel.: No.0141-2565087, FAX No. 0141-2564428, E-mail : rswcho@gmail.com.

FINANCIAL BID OF POWER SPRAY MACHINE  
(To be submitted in Financial Bid Envelop Separately)

<table>
<thead>
<tr>
<th>Tender Inviting Authority : Joint Director (Adm.), RSWC, Jaipur</th>
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<tr>
<td>Name of Work : Power Spray Machine</td>
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<tr>
<td>Bid No. : SCHEDULE to NIT No. : RSWC/Stores/2PUR/Bid /2019-2020/</td>
</tr>
<tr>
<td>Dated :</td>
</tr>
<tr>
<td>Bidder Name &amp; Address : ..........................................................</td>
</tr>
<tr>
<td>............................................................................................</td>
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</tbody>
</table>

**PRICE SCHEDULE**

<table>
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<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Qty.</th>
<th>Units</th>
<th>Price per Unit inclusive of all but exclusive GST (in Rs.)</th>
<th>Total Amount (in Rs.) Col. 6= (Col.3X5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Power Sporay Machine: Branded 1 HP Electric Motor single phase with Copper binding and speed control circuit with 20 feet electric wire &amp; plug, 40 mtr. long PVC delivery hose pipe 10mm. and accessories kit, Single piston stainless steel power sprayer, Iron base plate (stand) of suitable size with wheel trolley and carrying handle 56cm long brass spray gun, 8'Aluminium pully, two v-velt</td>
<td>25 Nos.</td>
<td>No.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total in Figures :

Total in words:

I hereby declare that I am fully conversant with the terms and conditions of the bid notice/bid format and we agree to the terms and conditions specified in the bid. It is also certified that the price quoted is reasonable and not higher than the price usually charged for the stores of the same nature to the other purchaser.

**Place :**

**Signature of the bidder**

**Date :**

**Name & full address of the bidder and telephone/Mobile No./email**