

Expression of Interest (EOI) for empanelment of firms for lining of on farm water reservoirs with use of HDPE plastic films at farmer's field during 2016-17 in the state of Rajasthan

EOI Ref. No.: F 21 (31) DH/ NHM/WHS/ Reg./2016-17/

Dated:

Mode of EOI submission	Online through e-procurement/ e-tendering system at http://eproc.rajasthan.gov.in
EOI issuing authority	Mission Director, Rajasthan Horticulture Development Society (RHDS), Directorate of Horticulture, Pant Krishi Bhawan, Jaipur (Rajasthan)
Last Date & Time of Submission of e Bid	Up to 25.07.2016 by 03:00 AM
Date & Time of Opening of Technical Bid	On 25.07.2016 at 05:00 PM

Cost of EOI Document: Rs. 1000/- (Rupees One Thousand Only)

Department of Horticulture, Rajasthan
IIIrd floor, Pant Krishi Bhawan
Jaipur, Janpath, Jaipur, Rajasthan

1. Expression of Interest (EOI) for empanelment of firms for lining of on farm water reservoirs with use of HDPE plastic films at farmer's field

- 1) The Rajasthan Horticulture Development Society (RHDS), Directorate of Horticulture, Jaipur, on behalf of Government of Rajasthan invites expression of Interest for empanelment of reputed firms /manufacturers, who meet the minimum eligibility criteria as specified in this EOI document for lining of on farm water reservoirs with use of HDPE plastic films at the farmer's fields under Horticulture Development Schemes during 2016-17, which can be extended for one year, if required.
- 2) The complete EOI document has been published on the website <http://eproc.rajasthan.gov.in> and <http://Department of Horticulture.rajasthan.gov.in> for the purpose of downloading.

- 3) Bidders who wish to participate in this bidding process, must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Node etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 5) Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in EOI and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 6) RHDS will not be responsible for delay in online submission due to any reason. For this, bidders are advised to upload the complete bid well in advance in time
- 7) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to time and date mentioned in the EOI, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of "Mission Director, Rajasthan Horticulture Development Society, Jaipur (Rajasthan)" and the RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- 8) RHDS disclaims any factual/ or other errors in this document (The onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.

SHORT-TERM NOTICE INVITING E- TENDER (EOI)

EOI Ref. No.: F 21 (31) DH/ NHM/WHS/ Reg./2016-17/

Dated:

Rajasthan Horticulture Development Society (RHDS), Directorate of Horticulture, Jaipur on behalf of Government of Rajasthan invites expression of Interest (e-Bid) proposal for empanelment of reputed firms /manufacturer, who meet the minimum eligibility criteria as specified in this EOI document for lining of on farm water reservoirs with use of HDPE plastic films at the farmer's fields under Horticulture Development Schemes during 2016-17, which can be extended for one year, if required.

Name of the work	Empanelment of reputed firms/ manufacturers for lining of on farm water reservoirs with use of plastic films at the farmer's fields under Horticulture Development Schemes during 2016-17
Cost of Tender Document	Rs. 1000/- (Rupees One Thousand Only)
Processing Fee	Rs. 1000/- (Rupees One Thousand Only)
Bid security	Rs 50,000/- (Rs Fifty Thousand Only)
Performance guarantee (Bank guarantee)	Rs.30.00 lac (Rs. Thirty Lakh) valid up to 31 st December, 2018
EOI publishing Date/ Time	23.06.2016 at 11.30 AM
EOI document download Start Date/ Time	23.06.2016 at 12.30 PM onwards
EOI bid submission Start Date/ Time	23.06.2016 at 02:30 PM onwards
EOI document download end Date/ Time	24.07.2016 at 03.00 PM
EOI bid submission End Date/ Time	25.07.2016 at 03.00 PM
Submission of Tender document	From 02:30 PM onwards on 23.06.2016 and up to 3:00 PM

Fee, Processing Fee Empanelment Fee, Performance guarantee,	25.07.2016
Date/ Time & place of pre bid meeting	11.07.2016 on 12:30 PM at Directorate of Horticulture, Krishi Bhawan, Jaipur
Technical Bid Opening Date/ Time	25.07.2016 at 05.00 PM
Websites for downloading EOI document, Corrigendum's, Addendums etc	http://eproc.rajasthan.gov.in http://Department of Hrticulture.rajasthan.gov.in
Bid & EMD validity	90 days from the date of opening of financial Bid
Manner & deadline for the submission of quarries'	Manner: Online at e-procurement website (http://eproc.rajasthan.gov.in by 11.07.2016 up to 12:30 PM

In case, any of the bidder fails to physically submit the Banker's/ Demand Draft for Tender document Fee, Processing Fee Empanelment Fee Bank guarantee for Performance guarantee up to time & date, bid shall not be accepted. The provision of RTPP Act 2012 & Rules 2013 shall be applicable for this empanelment. Furthermore, in case of any inconsistency in any of the provision of this bidding document with the RTPP Act 2012 & Rules 2013 thereto, the later shall prevail.

**Mission Director
Rajasthan, Jaipur**

2. Eligibility and Essentials:

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>1. A company registered under Indian Companies Act, 1956</p> <p>OR</p> <p>2. A partnership firm registered under Indian Partnership Act, 1932. (If the bidding party is a partnership establishment or a partnership company, the labour license should be in the name of that partnership establishment, or in the name of partnership Company.)</p> <p>OR</p> <p>3. An organisation registered under Rajasthan State Trust Act/Indian Trusts Act 1882/Society Registration Act, 1860/Any other Trust or Society Act of Government of India/Department of GOI/GoR</p> <p>OR</p> <p>4. Small Scale Industry of Rajasthan and Sick Industry other than small scale industry</p> <p>OR</p> <p>5. Only Manufacturer is eligible to participate in the bidding process.</p> <p>6. Proprietorship firm</p>	<p>1. Copy of valid Registration Certificates -Copy of Certificates of incorporation</p> <p>2. Copy of valid Registration Certificates List of partners with partnership deed,</p> <p>4) Copy of valid Registration Certificates from Registrar of Societies</p> <p>5) Copy of Registration and Proof regarding small scale industry or sick industry</p> <p>6) Manufacturers Certificate as per annexure 6 Necessary documents on TIN & PAN number</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
2	Financial: Turnover	i. Annual Turnover of Rs. 100.00 lakh during each of the last three financial years, i.e., for the period of FY 2012-13, FY 2013-14 and 2014-15 showing statement of affairs or trading account attested by CA	Audited Balance sheets of FY 2012-13, FY 2013-14 and 2014-15 with CA Certificate (CA's Registration Number/ Seal)
3	Technical Capability & Experience	<p>The bidder:</p> <p>i) has manufactured, marketed and installed the specific goods covered by this Document during the last three years (2011-12, 2012-13 & 2013-14). The minimum quantity of goods manufactured and marketed and successfully installed during each of the last 3 years is as 250000 Square metres.</p> <p>ii) The applicant should have at least three years experience in the field of lining of farm ponds/ on farm water reservoirs.</p> <p>iii) The bidder must have completed successfully five orders of satisfactory lining of farm ponds/ on farm water reservoirs during the last five years at various locations in India with a minimum area of 50X50X3 metre and satisfaction successfully executed</p> <p>iv) The applicant must have completed lining of farm ponds/ on farm water reservoirs for at least 10 beneficiaries in last 3 years along with phone number and address. (Provide list of growers with area and date of completion.)</p>	<p>Copy of supply contacts should be submitted as per Annexure 7</p> <p>Copy of works carried out at State/ Central Government/ Board/ Institutions</p> <p>5 certificates of completion and satisfaction from growers with address and cell number</p> <p>List of 10 beneficiaries' with area and date of completion along with phone number and address.</p>
4	OM Authorization	i) The applicant should have own manufacturing unit/ plant and machinery	List of plant & machinery and place
5	Quality control	<p>The applicant shall have to produce their-</p> <p>i. Internal Quality Assurance and Quality Control (QAQC) plan,</p> <p>ii. Details of manufacturing process and manufacturing plant & machinery, testing procedures of inputs & manufacturing process, Quality audit system</p> <p>iii. Internal Quality Assurance and Quality Control Manual.</p>	Quality reports on all three aspects separately each
76	Certifications	The applicant should be ISO certified company	Copies of relevant Certificates
7	Tax registration and clearance	<p>The bidder should have a registered number of</p> <p>i. VAT/ CST where his business is located</p> <p>ii. Income Tax / Pan number.</p> <p>iii. The bidder should have cleared his VAT/ CST dues to the Government up to 31/03/2016.</p>	<p>Copies of relevant certificates of registration number</p> <p>VAT/ CST clearance certificate from the Commercial Taxes</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
			Officer of the Circle concerned
8	Undertakings	<p>The applicant will have to produce the following two undertakings on Rs.100/- Non Judicial Stamp paper separately:</p> <p>(1) "We hereby undertake to provide HDPE plastic film's maintenance & warranty inclusive of replacement of complete defective parts free of cost up to three years from date of installation for the components supplied/installed by us to the farmers under National Horticulture Mission / RKVY. After three years our company agrees to provide services for replacement of components on request of the farmers on actual market cost basis."</p> <p>The applicant undertakes to provide guarantee of quantity & quality assurance of specified B.I.S. standards and will abide by specifications and designs set by RHDS for quality control provisions and provide/ use the set designs for on farm water reservoir lining. In case of any complaint regarding quality aspect of any component/ designing, we will be fully responsible for the same & ready for replacement as well as rectification of design, if required, within 15 days of complaint and also respect departmental action. "</p> <p>(2) Bidder should:-</p> <p>a) not be insolvent, in receivership, bankrupt or being wound up, not have its affair administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</p> <p>b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter in to a procurement/ empanelment contract within a period of three years preceding the commencement of the procurement/ empanelment process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) comply with the code of integrity as specified in the bidding document</p>	<p>Undertaking on Rs. 100/- non judicial stamp paper as per document</p> <p>A self certified letter duly signed by the authorised signatory as per annexure 1</p>
10	Plastic film	<p>500/300 micron HDPE plastic films/ Geomembrane as the case may be and as per standards/ specifications set by RHDS. The lining material shall be used for lining of on farm water reservoirs/ farm ponds must have technical specification/ property set by BIS standards</p> <p>i) Community tanks/ On farm ponds/ on farm water reservoirs: Minimum 500 micron (0.5 mm) plastic black HDPE films/ Geomembrane as per BIS/ ISI mark (IS: 10889/ IS: 15351)</p> <p>ii) The film requirement should be calculated as per size of the reservoir/ dugout pond and it should cut accordingly.</p> <p>iii) The film should be converted in to a single sheet as desired either by heat sealing machine like Hot Air</p>	<p>1. Documentary proof should be attached on Rs. 100/- Non Judicial Stamp along with necessary documents regarding quality assurance and specifications of the plastic film</p> <p>2. Test reports of CIPHET</p> <p>3. Warranty guarantee letters</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>fusion welding machine or manually (by overlapping 15 cm of the edge of two sheet and scrubbed lightly using emery paper or sand paper (120 grade) using bitumen/Synthetic Rubber adhesive No -998 made by fevicol so that it fit exactly to fit into the pond.</p> <p>iv) Monitor the film in sunlight for searching/puncture hole if any, sealed the hole with bitumen/adhesive or by heat-sealing procedure.</p> <p>v) The jointing of HDPE polythene of 500 microns and alternatively HDPE geomembrane should be done by using the equipment of reputed agency at work spot it self.</p> <p>vi) The minimum width of fabric panel shall be 1800 mm.</p> <p>vii) The ends of the film at the surface have to be firmly buried in a trench at the bank of the pond to avoid sagging in of the film.</p> <p>viii) Care should be taken to avoid the wrinkles and film must be pleated at the corner.</p> <p>500 micron HDPE polythene of 500 microns and alternatively HDPE geomembrane of BIS standards BIS – 10889:2004 & BIS-15351: 2008 respectively to with stand water proof test for a minimum of 3 to 4 kgs/sq.cm and 15 kgs/sq.cm. respectively running throughout and the top portion of bund and anchored to all sides</p>	

3. Fee & Bank guarantees:

Bid security	Rs 50,000/- (Rs Fifty Thousand) in the form of Demand Draft payable to Mission Director, Rajasthan Horticulture Development Society, Jaipur
Processing fees	Rs. 1000/- Demand Draft in favor of MD of RISL, Jaipur.
Performance guarantee	Rs.30.00 lac (Rs. Thirty Lakh) valid up to 31 st December, 2018 duly pledged in favour of Mission Director, Rajasthan Horticulture Development Society, Jaipur for due performance of contract and supplies. Such bank guarantee, if invoked, shall be in-cashable at Jaipur.
Document fees	1000/- Demand Draft in favour of "Mission Director, Rajasthan Horticulture Development Society, Jaipur

4. TECHNICAL SPECIFICATIONS

i. HDPE sheet (BIS 10889/ 2004): ±

Name	Normal values	Specifications claimed by applicant for their product	
		(To be filled by bidder)	
Thickness of HDPE film		300 micron	500 micron
Tolerance on thickness % +/-	± 20		
Density at 27°C, Kg/M ³	940-952.4		
Melt flow index Gm/ 10 minute	0.20- 0.80		
% Carbon black content by mass	2.50 ± 0.5		
Tensile strength at break kg/cm ²	Min, MD-300 Min, TD- 250		

%elongation at break	Min, MD- 300 Min, TD-300		
Visual appearance	Film shall be uniform in color, texture & finish. The material shall be free from pinholes and reasonably free from undispersed raw materials, streaks & particles of foreign matter		

b. HDPE Geo-membrane (BIS 15351/2008):

HDPE Geo-membrane Values	Values as per BIS		Values claimed by applicant for their product (To be filled by bidder)	
Thickness, mm, Min	0.25 mm	0.50 mm	0.30 mm	0.50 mm
Mass, g/m ² , Min	250	420		
Dimensions (length & width)	As declared +1% with no negative tolerance	As declared +1% with no negative tolerance		
% Carbon black content, Min	2.5	2.5		
Breaking load on 20cm X 10 cm strip, N, Min before UV exposure	2000	3500		
Strain at maximum load, percent	20 ± 5	20 ± 5		
Breaking load on 20cm X 10 cm strip, N, Min after UV exposure of 500 h	85% of actual original value	85% of actual original value		
Impact failure load, at 1520 mm drop, Min, gram force at 50 % failure	1000	1600		
Tear resistance, N, Min	70	120		
Puncture resistance, N, Min	250	400		
Bursting strength (ball burst), N/cm ² , Min	45	85		
Seam strength before UV exposure N/mm, Min	11	24		
Hydrostatic resistance	No leakage at 10 kg/ cm ²	No leakage at 15 kg/ cm ²		
Rate (Rs. Per square metre)				

5. TERMS AND CONDITIONS:

- i) The Department reserves the right to pre-pone or post-pone or cancels the EOI in part or full without assigning any reason.
- ii) The agreement can be cancelled at any stage of the execution process, if it comes to knowledge that the applicant is involved in any fraudulent practice or misrepresentation of the facts or tries to influence the selection process or indulges in any corrupt activities.
- iii) The applicant shall be liable for blacklisting and prosecution, if they fail to adhere to the terms & conditions. Failure to execute the work due to price variation will attract blacklisting of the firm and shall not be allowed to participate in the EOI process called by any Government Department in Rajasthan State.
- iv) Work order for lining of farm ponds laying HDPE polythene of 500 microns and alternatively HDPE geomembrane of 500 microns, will be given to empanelled applicants after submission of farmer's application with the choice/ name of registered firm.
- v) The empanelled applicants shall execute an agreement for execution of the lining of farm ponds work in the given time limit of 45 days.

- vi) The selected EOI applicants have to execute an agreement on non judicial stamp paper of Rs.100/- failing which it will be presumed that the applicant is not interested in execution of the work and its offer will be treated as withdrawn and EMD will be forfeited.
- vii) Sample of HDPE film of 500 microns of BIS standards to withstand water proof test of 3 to 4kg/cm² and 15kg/cm² as the case may be and submit test reports issued by CIPET. Department may decide to examine / check the samples by its officers or through recognized laboratories.
- viii) The applicant should commence the lining work of plastic film immediately after the date of issue of work orders by the district officer duly deploying the sufficient skilled man power and the work should be completed within 45 days in full shape.
- ix) The applicant shall make its own arrangement for power supply on site at the time of Sheet lying.
- x) The works should be carried out as per the technical standards using HDPE plastic film/ geomembrane of specified BIS technical specifications as the case may be
- xi) The excavation work of the pond shall be carried out by applicant farmer at his own level
- xii) Standing water or excess moisture in the dugout pond should not be allowed during lying of HDPE sheet.
- xiii) Uniform pressure should be applied while sealing the film without any rough handling to avoid any damage to the film.
- xiv) The applicant shall be liable for black listing and penalties as specified in the document, if it fails to comply the above conditions.
- xv) Rajasthan Horticulture Development Society shall have right to inspect the progress and quality of work at any time and can check following parameters:
 - Earth work dimensions and quality
 - Quantity and quality of HDPE polythene of 500 microns and alternatively HDPE geomembrane supplied
 - Any other item / work related to execution of Farm Pond.
- xvi) Lining Film will be inspected in the field itself before lying by the concerned Officer authorized will have to issue a certificate about the quality and standards of the films.
- xvii) If any time it is found that the information submitted by applicant is not according to the documents submitted and the applicant does not possess adequate facilities / quality control as submitted, the Mission Director, RHDS reserves the right to reject the offer or terminate the agreement at any point of time.
- xviii) In the event of any materials failing to conform to the standards of quality, the Mission Director, RHDS has the right to reject the material and the applicant shall replace the rejected materials with fresh stock at their own cost within the specified time given along with penalty of Rs. 50000 for using sub standard material of the BIS norms. If the applicant fails to comply, the bank guarantee shall be liable to be forfeited in part or as a whole on merits. The applicant will also be liable to be blacklisted and they will not be registered in future for a period of three years.
- xix) Manufacturing unit (factory) may be inspected before approval or as and when Mission Director, Rajasthan Horticulture Development Society feels necessary to ensure the performance and quality of the product. Any official nominated by the RHDS, will do inspection
- xx) A random sampling will be performed from the manufacturing unit as and when required, to ascertain the quality of supplies. Provision of third party inspection from any authentic agency will also be kept so as to take samples and the testing done from a reputed test house for the same purpose. If any complaint is received regarding quality of the material used & RHDS feels to get testing of the material, the cost of testing shall be borne by the concerned empanelled firm. For first failure of the sample, notice will be issued to the concerned empanelled firm to rectify the same at his own cost and If second sample of any manufacturer fail, the empanelment of the same will be withdrawn for rest of the financial year.

7. WARRANTY:

- i) The applicant has to declare its warranty schedules. The material supplied by the applicant shall carry the warranty as per the warranty schedules declared by the applicant against any manufacturing defects from the date of commission. However, it will be a minimum shelf life of 5 year as on the date of supply and as per BIS standards IS-10889:2004 in case of HDPE polythene of 500 microns and also self life of 5 years as on date of supply as per BIS standards IS:15351:2008 in case of HDPE geomembrane. The applicant shall give a warranty card for period of 5 year for HDPE polythene of 500 microns and 5 years for HDPE geomembrane as the case may be for each work to all individual beneficiaries concerned.

- ii) In case of complaint/defect, the applicant shall have to arrange repair/replacement of film within 15 days from the date of receipt of intimation.
- iii) The Department shall have right to recover the cost of expenditure or losses whatsoever on this account from the future bills of the EOI applicant or from the security deposits.

8. TRAINING/ TECHNICAL KNOW HOW:

- i) The applicant shall provide technical knowhow to the concerned farmers for proper maintenance of Farm Ponds.

9. MAINTENANCE:

- i) The applicant must provide free maintenance against manufacturing defects of HDPE lining up to five years of installation and the farmers has to pay charges towards repair of membrane if it is not manufacturing defect after execution of Farm Pond to the farmers during warranty period.
- ii) It shall be the responsibility of the EOI applicant to ensure that necessary spare parts (HDPE polythene of 500 microns and alternatively HDPE geomembrane) are made available in all the districts. The quantity and location of stocking points of such items shall be notified by the applicant to the department.
- iii) The fabric shall be uniform in color, texture and finish and shall be free from pin holes, un-dispersed raw material; particles of foreign matter etc. The laminated film shall not peel off from the fabric.
- iv) The minimum width of fabric panel shall be 1800 mm. A combination of panel width may be used to obtain desired width of liner. Narrow width panels not less than 900mm in width may also be used but such pieces but not exceed 1 piece per roll of finished material of specified width. For Hydrostatic resistance, test, test specimen shall be selected such that at least one joint is covered, if provided.
- v) The sheet/ fabric role shall be marked legibly with the following information:
 - a. Indication of the source of manufacture
 - b. Type of sheet/ fabric (geo-membrane)
 - c. Declared length and width of sheet/ fabric
 - d. Mass per square metre of the sheet/ fabric
 - e. Batch No and date of manufacture
- vi) The manufacturer should keep batch/lot wise record of production & supply to ensure traceability of material supplied.
- vii) The products supplied shall have proper packing. Damaged packets, material if any, shall be replaced by the applicant with proper / required packing at his own cost.
- viii) The responsibility of quality and quantity (mis-branding/under weight) of the material supplied lies with the applicant only.
- ix) The contractor (manufacturer) shall be liable for black listing and further prosecution, if he fails to adhere to the above conditions.

9. TERMS OF PAYMENT:

- i) The prices should be quoted inclusive of all handling, packaging, transportation and all type of taxes to the point of execution. The payment shall be made after successful completion of the work and subject to verification by a committee designated for this work.
- ii) The taxes like VAT / IT / labour cess etc, will be deducted at source as per the Government norms issued from time to time. The

10. PENALTIES:

- i) In case the empanelled applicant do not start the work within the time limit specified or failed to complete the work within the stipulated time period or fail to comply with any of the terms and conditions in the document, penalty may be imposed by giving due notice of default to the applicant as per GF&AR rules.
- ii) Any Complaint received from the farmer shall be forwarded to the applicant and the applicant should rectify the defects within a period of 15 days from the date of receipt of complaint or otherwise the penalty may be imposed as follows:
 - a) More than 15 days – Rs. 10,000/-
 - b) More than 30 days – Rs. 25,000/-

c) More than 45 days – Rs. 50,000/-

d) More than 90 days the applicant may be black listed without any notice.

11. Filing an Appeal:

(1) 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 the first appellate Authority (Principal Secretary Horticulture) 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 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 bidder or prospective bidder or the procuring entity is aggrieved by 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 within fifteen days from the expiry of the period specified. In para (2) or the date of receipt of the order passed by the first Appellate Authority, as the case may be.

The other conditions form and fee etc of the appeal shall be as per RTPP Rules, 2013.

12. WORK COMPONENTS:

a. Farmers:

- i) Construction of open pond including earth work excavation in all classes of soil after clearing site, cutting of trees etc., if any, and banking all the sides up to a height of 0.5 meter above the existing ground level having depth of 3 meters removing all the sharp edged particles including mechanical compacting thoroughly on all four sides and bottom.
 - Surface preparation of embankment, leveling to the required grade.
 - Supplying soft soil from contractor's own source after reusing the excavated useful soil including watering and machine compaction.
 - Dressing and sectioning along slopes and bottom into required line, level, slope and smoothness etc.
- ii) The farmer/ applicant should ensure proper leveling of the excavated pond in order to suppress any angular projections in the dugout pond that may damage the film.
- iii) Protection fencing around the pond and storage tank with of 2 Mts. Long and 15cmX15cm section Precast RCC poles (in CC 1:2:4) /Stone Poles and G.I. Link Mesh(3''X3'') of 12 gauge of height up to 1.20 m with an entrance gate of 1.20 m width.
- iv) 2 Mts. Long Precast RCC poles (in CC 1:2:4) / Stone Poles including cost and conveyance for loading, unloading etc. Fixing the precast RCC Poles (in CC 1:2:4) / Stone Poles with earth work excavation (0.45m x 0.45m x 0.6m) and fixing in CC (1:5:10) using 20mm H.B.G. metal including cost and conveyance of all materials labour charges and curing etc Supplying and fixing G.I. Link Mesh(3''X3'') of 12 gauge including cost and conveyance, labour charges for fixing in position, tying with G.I. wire and cost of G.I. wires etc.

b. Applicant/ Bidder:

- i) 500 micron HDPE polythene of 500 microns and alternatively HDPE geomembrane of BIS standards BIS – 10889:2004 & BIS-15351: 2008 respectively to with stand water proof test for a minimum of 3 to 4 kgs/sq.cm and 15 kgs/sq.cm. respectively running throughout and the top portion of bund and anchored to all sides

- ii) Procurement of HDPE sheet liner. Transporting to site, loading, unloading, storing.
- iii) Excavation of Trench, 0.6m x 0.6m on top of the bund for fixing and for non slippery of Lining Film, filling and leveling including material and labour charges etc.
- iv) The pond liner to be properly laid and shall kept in position to prevent its slipping down the embankment or being lifted to withstand wind pressure and anchoring properly
- v) On site jointing the Lining Film with hot air blower

13. Changes in the EOI Document:

- a) At any time, prior to the deadline for presenting bids, the RHDS may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their bids.
- d) Any bidder, who has submitted his bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of bids, when changes are made to the bidding document by the procuring entity:

Provided that the bid last submitted or the bid as modified by the bidder shall be considered for evaluation.

14. Period of Validity of Bids:

- a) Bids submitted by the bidders shall remain valid during the period specified in the EOI/ bidding document. A bid valid for a shorter period shall be rejected by the procuring entity as non-responsive bid.
- b) Prior to the expiry of the period of validity of bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its bid.

2) Format and Signing of Bids:

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory and uploaded only in PDF format with clear readability and prescribed filename as mentioned in the table below.
- c) A Single stage Two part/ cover system shall be followed for the Bid: -
 - a. Technical Bid, including fee details, eligibility & technical documents
 - b. Financial Bid

15. Technical bid: The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	EOI Document Fee	Proof of submission

2.	Empanelment Fee	Proof of submission
3.	Processing Fee	Proof of submission
Eligibility Documents		
4.	Bidder's Authorisation Certificate	As per Annexure-2 and copy of PoA/ Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/ contract on behalf of the firm.
5.	Original Scanned EOI Document	To be uploaded duly signed and stamped on each page.
6.	All the documents mentioned in the "Eligibility and essentials", in support of the eligibility	As mentioned against the respective eligibility criteria clause
Technical Documents		
7.	Self Declaration by Bidders	As per Annexure-3
8.	Certificate of Conformity/ No Deviation	As per Annexure-4
9.	Declaration by Bidders	As per Annexure-5
10.	Undertaking on Authenticity of material used	As per Annexure-6
11.	Copy of supply contacts	As per Annexure-7
12.	Specifications claimed by applicant for their product	As per Performa for technical specification in point no 3 of Bid document

The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

16. Financial bid shall include the following documents: -

Financial proposals should be given for HDPE sheet/ HDPE geo-membrane separately.

S. No.	Documents Type	Document Format
1.	Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal

a. HDPE sheet (BIS 10889/ 2004): ±

Name	Normal values
Tolerance on thickness % +/-	± 20
Density at 27°C, Kg/M ³	940-952.4
Melt flow index Gm/ 10 minute	0.20- 0.80
% Carbon black content by mass	2.51 ± 0.5
Tensile strength at break kg/cm ²	Min, MD-300 Min, TD- 250
%elongation at break	Min, MD- 300 Min, TD-300
Visual appearance	Film shall be uniform in color, texture & finish. The material shall be free from pinholes and reasonably free from undispersed raw materials, streaks & particles of foreign matter
Rate for 300 micron HDPE film (Rs. Per square metre) inclusive of all charges	
Rate for 500 micron HDPE film (Rs. Per square metre) inclusive of all charges	

b. HDPE Geo-membrane (BIS 15351/2008):

HDPE Geo-membrane Values		
Thickness, mm, Min	0.25 mm	0.50 mm
Mass, g/m ² , Min	250	420
Dimensions (length & width)	As declared +1% with no negative tolerance	As declared +1% with no negative tolerance
% Carbon black content, Min	2.5	2.5
Breaking load on 20cm X 10 cm strip, N, Min before UV exposure	2000	3500
Strain at maximum load, percent	20 ± 5	20 ± 5
Breaking load on 20cm X 10 cm strip, N, Min after UV exposure of 500 h	85% of actual original value	85% of actual original value
Impact failure load, at 1520 mm drop, Min, gram force at 50 % failure	1000	1600
Tear resistance, N, Min	70	120
Puncture resistance, N, Min	250	400
Bursting strength (ball burst), N/cm ² , Min	45	85
Seam strength before UV exposure N/mm, Min	11	24
Hydrostatic resistance	No leakage at 10 kg/cm ²	No leakage at 15 kg/cm ²
Rate (Rs. Per square metre)		

17. Cost & Language of Bidding:

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

18. Payment terms:

The prices should be quoted inclusive of component wise/ material wise and number wise cost, construction/ installation charges, all handling, packaging, transportation and insurance charges and all type of taxes to the point of execution. The payment shall be made after successful completion of the work and subject to verification by a committee designated for this work.

19. Filing an Appeal:

(1) 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 the first appellate Authority (Principal Secretary Horticulture) 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 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 bidder or prospective bidder or the procuring entity is aggrieved by 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 within fifteen days from the expiry of the period specified. In para (2) or the date of receipt of the order passed by the first Appellate Authority, as the case may be.

The other conditions form and fee etc of the appeal shall be as per RTPP Rules, 2013.

SELF DECLARATION- No BLACKLISTING (to be filled by the bidder on his letter pad)

To,

(Tendering Authority)

.....
.....

In response to the Tender/ NIT Ref. No.....datedfor empanelment of firms for construction of Green House and Shade Net House along with Micro Irrigation & other related facilities at farmer’s field during 2016-17 in the state of Rajasthan, as an Owner/ Partner/ Director of

.....
....., I/ we hereby declare that presently our company/ firm -----, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you

Name of bidder
Authorised signatory
Seal of organization

Date

Place

BIDDER'S AUTHORIZATION CERTIFICATE{to be filled by the bidder}

To,

{Procuring entity},

_____,'

_____,'

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No.

_____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

SELF-DECLARATION {to be filled by the bidder}

To,

{Procuring entity},

In response to the EOI Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign.of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, :-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) 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;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any black listing or debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____ Place: _____

CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,

{Procuring Entity},

CERTIFICATE

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply/use, if I/ We am/ are awarded with the work, are in conformity with the minimum technical specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations and assumptions.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

DECLARATION BY BIDDER {to signed by selected bidder}

I/ We declare that I am/we are Manufacturers in the goods/ stores/ equipment for which I/ We have quoted.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the bid, if any, to the extent accepted may be cancelled.

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

**UNDERTAKING ON AUTHENTICITY OF MATERIAL USED IN GREEN HOUSE AND SHADE
NET HOUSE**

{To be filled by the bidder on his original letter head}

To,

{Procuring Entity},

Reference: NIB No. : _____ Dated: _____

This has reference to the items being supplied/quoted to you vide EOI ref. no. _____ dated _____.

We hereby undertake that all the components/parts/assembly/ software used in the equipment shall be genuine, original and new components /parts/assembly/software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the material already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to charge penalty as specified in terms & conditions, forfeit our Bid Security/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory

Name:

Designation:

7. Proforma for performance statement							
(For a period of last five years)							
IFP No: _____		Date of Opening: _____		Time : _____ Hours			
Name of the Firm : _____							
<u>Order Placed By</u>	<u>Order No.</u>	<u>Description and quantity</u>	<u>Value of order</u>	<u>Date of completion of delivery</u>		<u>Remarks indicating</u>	<u>Was the supply of goods</u>
<u>(Full address of</u>	<u>and Date</u>	<u>of ordered</u>		<u>As per contract</u>	<u>Actual</u>	<u>reasons for late</u>	
<u>Purchaser)</u>						<u>delivery, if any</u>	<u>satisfactory ?</u>
							(Attach a certificate from
							the
							Purchaser/Consignee)
			Signature and seal of the Proposer				

BANK GUARANTEE

BANK GUARANTEE No.

VALID UPTO 31.12.2020

To

MISSION DIRECTOR
RAJASTHAN HORTICULTURE
DEVELOPMENT SOCIETY (RHDS),
PANT KRISHI BHAWAN, JAIPUR
RAJASTHAN.

In consideration of the Rajasthan Horticulture Development Society (RHDS) (hereinafter called "RHDS") having agreed to empanel for lining of on farm water reservoirs with use of HDPE plastic films at the farmer's fields to M/s-----**name of firm/manufacturer/authorised dealer** (hereinafter called "the said Contractor(s)") under the terms and conditions of expression of interest issued for empanelment to carry out lining of on farm water reservoirs with use of HDPE plastic films at the farmer's fields in Rajasthan, depositing bank guarantee of Rs. 30.00 lac (in words rupees thirty lac only) valid up to 31st December 2018 duly pledged in favor of Mission Director, Rajasthan Horticulture Development Society, Jaipur for due performance of contract and supplies . In case if the firm fails to comply, the bank guarantee shall be liable to be forfeited in part or as a whole on merit and if invoked, shall be in-cashable at Jaipur. On production of a Bank Guarantee for Rs. 30.00 lac/- (Rupees Thirty lakh Only) we Bank, Branch office, District (**Name of State**) (hereinafter referred to as the "the Bank") at the request of M/s. ----- (firm/contractors) do hereby undertake to pay to the RHDS an amount not exceeding Rs. 30.00 lac/- against any loss or damage caused to or suffered or would be caused to or suffered by the RHDS by reason of any fails to comply by the said Contractor(s) of any of the terms or conditions contained in the said EOI.

We, the Bank, Branch office at, District (**Name of State**) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the RHDS stating that the amount claimed is due by way of deviation from the comply of terms & conditions or loss or damage caused to or would be caused to or suffered by the RHDS by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said EOI or by reason of the contractor(s) failure to perform the said work at any stage or in any manner whatsoever. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs 3000000/- (Rs. Thirty lakh only).

We undertake to pay to the RHDS any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payment.

We, the Bank , Branch office at, District (**Name of State**) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said EOI and that it shall continue to be enforceable till all the dues of the RHDS under or by virtue of the said EOI have been fully paid and its claims satisfied or discharged or till Rajasthan Horticulture Development Society (RHDS) certifies that the terms and conditions of the said EOI have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the 31.12.2018 shall be discharged from all the liability under this guarantee thereafter.

We, theBank, Branch office at, District (**Name of State**) further agree with the RHDS that the RHDS shall have the full liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said EOI or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RHDS against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said EOI and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the RHDS or any indulgence by the RHDS to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

NOTWITHSTANDING ANYTHING HEREIN

Our liability under this guarantee shall not exceed Rs. 3000000/- (Rupees Fifty Lakh Only).

The Bank Guarantee shall be valid upto 31.12.2018.

We are liable to pay the guarantee amount or any part of under this Bank Guarantee only, if you serve upon us a written claim or demand on or before 31.12.2018.

(7) We, Bank, Branch office at, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RHDS in writing.

(Name of place & State)

राजस्थान सरकार
वित्त (जी. एण्ड टी.) विभाग

क्रमांक: एफ.1(8)वित्त/साविलेनि/2011

जयपुर, दिनांक: 4 फरवरी, 2013

परिपत्र सं. - 3/2013

परिपत्र

जैसा कि आपको विदित है राजस्थान राजपत्र में जारी अधिसूचना दिनांक 24.01.2013 द्वारा राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 (**Rajasthan Transparency in Public Procurement Act, 2012**) एवं राजस्थान लोक उपापन में पारदर्शिता नियम, 2013 (**Rajasthan Transparency in Public Procurement Rules, 2013**) राज्य में दिनांक 26.01.2013 से प्रभावी हो गये हैं। समस्त उपापन संस्थाएँ (Procurement Entities) जिसमें राज्य सरकार के समस्त विभाग, सरकार के स्वामित्वाधीन या नियंत्रणाधीन कोई भी राज्य पब्लिक सेक्टर उद्यम, संविधान द्वारा स्थापित या गठित कोई भी निकाय जिसके व्यय की पूर्ति राज्य की समेकित निधि से की जाती है, राज्य विधान मण्डल के किसी अधिनियम द्वारा स्थापित या गठित कोई निकाय या बोर्ड या निगम या प्राधिकरण या सोसायटी या न्यास या स्वायत्त निकाय या राज्य सरकार के स्वामित्वाधीन या नियंत्रणाधीन कोई निकाय, सम्मिलित है, के द्वारा सामग्री, सेवा, संकर्म (Works) के उपापन (Procurement) के मामलों में उक्त अधिनियम एवं नियमों की अक्षरशः पालना सुनिश्चित किया जाना आवश्यक है।

उक्त अधिनियम की धारा 50 के अन्तर्गत राज्य उपापन सुविधा प्रकोष्ठ (State Procurement Facilitation Cell) का गठन किया जा चुका है। उक्त प्रकोष्ठ का नोडल अधिकारी संयुक्त सचिव, वित्त (जीएण्डटी) विभाग को बनाया गया है यदि उपापन संस्था उक्त अधिनियम एवं नियमों के संदर्भ में कोई जानकारी की अपेक्षा रखती है तो प्रशासनिक विभाग के माध्यम से प्रकरण राज्य उपापन सुविधा प्रकोष्ठ को प्रेषित किया जा सकता है।

उक्त अधिनियम की धारा 17 में दिये गये प्रावधान के तहत राज्य लोक उपापन पोर्टल (<http://sppp.raj.nic.in>) बना दिया गया है। उपापन संस्था अधिनियम की धारा 17 (2) एवं राजस्थान लोक उपापन में पारदर्शिता नियम, 2013 के प्रावधानों के अनुसार पालना सुनिश्चित करावें।

Doc1

उक्त अधिनियम के अध्याय 3 एवं नियमों के अध्याय 7 के अनुसार बोली लगाने वाला या भावी बोली लगाने वाला (bidder or prospective bidder) उपापन प्रक्रिया के दौरान उपापन संस्था के किसी निर्णय, कार्रवाई या लोप, इस अधिनियम या इसके अधीन जारी नियमों के उपबन्धों के उल्लंघन में है तो वह अपील दाखिल कर सकेगा। इस संबंध में बोली दस्तावेजों, पूर्व अर्हता दस्तावेजों, रजिस्ट्रीकरण दस्तावेजों में प्रथम अपील अधिकारी का पदाभिहित (designated) विनिर्दिष्ट (specified) उल्लेख उपापन संस्था द्वारा किया जाना आवश्यक है। अतः, अधिनियम की धारा 3 (2) में उल्लिखित समस्त विभाग/संगठन अपने स्तर पर प्रथम अपील अधिकारी का निर्धारण कर वित्त विभाग को दिनांक 15 फरवरी, 2013 तक सूचित करें। यहां यह उल्लिखित करना उपयुक्त होगा कि प्रथम अपील अधिकारी उपापन संस्था से एक स्तर उच्च होना आवश्यक है। द्वितीय अपील अधिकारी राज्य सरकार के विभागों के लिये संबंधित प्रशासनिक विभाग होगा। यदि प्रशासनिक विभाग स्वयं उपापन संस्था या प्रथम अपील अधिकारी है तो वित्त विभाग प्रथम/द्वितीय अपील अधिकारी होगा। ऐसे मामलों में जहां वित्त विभाग प्रथम अपील अधिकारी है तो द्वितीय अपील अधिकारी प्रकरण विशेष के अनुसार राज्य सरकार द्वारा पदाभिहित (designated) किया जायेगा।

उक्त अधिनियम के अनुसार सामग्री, सेवा, संकर्म के उपापन के लिये स्टेण्डर्ड बिडिंग डॉक्यूमेन्ट्स प्रक्रियाधीन है। अधिनियम की धारा 59 (Savings) के अनुसार इस अधिनियम में उपबन्धित सामग्री, सेवा एवं संकर्मों के उपापन से संबंधित समस्त नियम, विनियम, आदेश, अधिसूचनायें, विभागीय संहिताएँ, निर्देशिकायें, उपविधियाँ, शासकीय ज्ञापन या परिपत्र जो इस अधिनियम के प्रारम्भ की तारीख को प्रवृत्त थे, उनके इस अधिनियम के उपबन्धों से संगत होने की सीमा तक तब तक प्रवृत्त बने रहेंगे जब तक कि उनको इस अधिनियम के अधीन बनाये या जारी किये गये नियमों, मार्गदर्शक सिद्धान्तों, अधिसूचना या यथास्थिति आदेश द्वारा निरसित या अतिक्रमित नहीं कर दिया जाता। अतः, उक्त अधिनियम एवं नियमों के अनुसार सामग्री या सेवा के उपापन के लिये वर्तमान प्रचलित बिड दस्तावेज सामान्य वित्तीय एवं लेखा नियम पार्ट II में दिये गये SR फार्म 14, 15, 16 और 17 तथा संकर्म के उपापन के लिये सार्वजनिक निर्माण वित्तीय एवं लेखा नियम के अपेण्डिक्स XI में दिये गये वर्तमान प्रचलित दस्तावेज बोली दस्तावेजों के रूप में अधिनियम व नियमों के प्रावधानों की सीमा तक प्रयोग किये जा सकेगें, जब तक कि नवीन स्टेण्डर्ड बिडिंग डॉक्यूमेन्ट्स जारी नहीं किये जाते हैं। तथापि निम्नांकित संलग्नक (Annexures) वर्तमान प्रचलित बोली दस्तावेजों के साथ सम्मिलित करते हुये ही बिड दस्तावेज जारी किया जाना सुनिश्चित किया जाये—

Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Annexure B : Declaration by Bidders regarding Qualifications

Doc I

Annexure C : Grievance Redressal during Procurement Process

Annexure D : Additional Conditions of Contract

अतः प्रशासनिक विभाग अपने अधीन समस्त विभागों, कार्यालयों एवं संगठनों से उक्त निर्देशों की कठोरता से पालना सुनिश्चित करावें।

संलग्न: **Annexure A to D**



(अखिल अरोरा)

शासन सचिव, वित्त (बजट)

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित है—

1. निजी सचिव, राज्यपाल/मुख्यमंत्री/समस्त मंत्रीगण/राज्य मंत्रीगण।
2. निजी सचिव, मुख्य सचिव/समस्त अति. मुख्य सचिव/समस्त प्रमुख शासन सचिव/समस्त शासन सचिव/समस्त विशिष्ट शासन सचिव।
3. सचिव, राजस्थान विधान सभा, राजस्थान, जयपुर। 4. सचिव, लोकायुक्त सचिवालय, राजस्थान, जयपुर।
5. सचिव, राजस्थान लोक सेवा आयोग, अजमेर। 6. रजिस्ट्रार, राजस्थान उच्च न्यायालय, जोधपुर/जयपुर।
7. समस्त संयुक्त शासन सचिव/उप शासन सचिव/सचिवालय के समस्त अनुभाग/विभाग।
8. प्रधान महालेखाकार (सविल लेखा परीक्षा) राजस्थान, जयपुर।
9. महालेखाकार (प्राप्ति एवं वाणिज्यिक लेखा परीक्षा)/(ए एण्ड ई) राजस्थान, जयपुर।
10. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त।
11. रजिस्ट्रार, राजस्थान सिविल सेवा अपील अधिकरण, जयपुर। 12. समस्त कोषाधिकारी।
13. सिस्टम एनालिस्ट, वित्त विभाग को भेजकर लेख है कि परिपत्र को को वित्त विभाग की वेबसाइट पर प्रकाशित करवाने की व्यवस्था करावें।



(उर्मिला जोशी)

संयुक्त सचिव

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.

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 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:

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 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 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.

(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.

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

Appeal Noof

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.