

राजस्थान ओलिव कल्टीवेशन लिमिटेड

राज्य स्तरीय कृषि प्रबन्ध संस्थान परिसर, कृषि


अनुसंधान केन्द्र दुर्गापुरा-जयपुर 302018

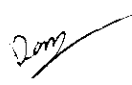
दूरभाष : 0141-2554106 फ़ैक्स :- 0141-2553506

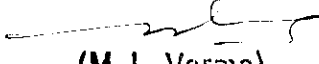
ई-मेल: [rocl@rajolive.com](mailto:rocl@rajolive.com)



**Bid documents for Earth work in excavation by  
mechanical means / manual means in old diggi at  
Barore Sriganganagar**

  
ACCOUNTANT  
R.E. SHARMA

  
(Ramesh Chand)  
FM, HQ

  
(M. L. Verma)  
Manager (SO), ROCL

निविदा सारांश

1	मुख्यालय	राजस्थान ऑलिव कल्टिवेशन लिमिटेड, राज्य स्तरीय कृषि प्रबन्ध संस्थान परिसर, कृषि अनुसंधान केन्द्र दुर्गापुरा – जयपुर 302018  दूरभाष : 0141-2554106, फ़ैक्स :- 0141-2553506
2	कार्य स्थल	जैतून फार्म, बरौर, श्रीगंगानगर।
3	निविदा कार्य	<b>Earth work in excavation by mechanical means &amp; manual means in old diggi at Barore Sriganganagar</b>
4	निविदा शुल्क	रु0 200 (Non Refundable)
5	निविदा की अनुमानित कुल लागत	रु0 2.50 लाख
6	बयाना राशि 2 प्रतिशत	0/-
7	अमागत राशि 5 प्रतिशत	5 प्रतिशत
8	फार्म मिलने की दिनांक	02.02.2017 से
9	फार्म जमा कराने की अन्तिम दिनांक स्थान	07.02.2017 अपराह्न 2.00 बजे तक कार्यालय राजस्थान ऑलिव कल्टिवेशन लिमिटेड, राज्य स्तरीय कृषि प्रबन्ध संस्थान परिसर, कृषि अनुसंधान केन्द्र दुर्गापुरा-जयपुर 302018
10	निविदा खोलने की दिनांक	07.02.2017 अपराह्न 03.00 बजे

*ejok*  
**ACCOUNTANT**  
R.P.S.

*Ram*  
**Ramesh Chandra**  
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The Secy

*20/2/17*  
**(M. L. Verma)**  
Manager (SD), RPOCL

## राजस्थान ऑलिव कल्टिवेशन लिमिटेड

राज्य स्तरीय कृषि प्रबन्ध संस्थान परिसर, कृषि अनुसंधान केन्द्र दुर्गापुरा-जयपुर 302018

1. निविदादाता का नाम मय पूर्ण पता व दूरभाष/फैक्स नम्बर/मोबाईल नं.

2. निविदादाता द्वारा जमा कराई जाने वाली बयाना राशि का विवरण

कार्य का नाम	डी.डी. नम्बर / नकद	दिनांक	राशि रू.
Earth work in excavation by mechanical means & manual means in old diggi at Barore Sriganganagar			00/-

3. निविदादाता को पात्रता :-

- किसी भी जन सामान्य / फर्म के द्वारा निविदा प्रस्तुत की जा सकती है। निविदादाता का पहधान पत्र व पैन न0 आवश्यक है।
- फर्म आदि होने की स्थिति में फर्म का रजिस्ट्रेशन नं0, पैन न0 आदि आवश्यक है।

4. निविदा सूचना संख्या क्रमांक प. (110-ए)/आर.ओ.सी.एल./2016-17/.....दिनांक ..... में/हम वर्णित समस्त शर्तों का पालन करने के लिए सहमत हैं तथा उक्त निविदा सूचना की अन्य शर्तों जो संलग्न पृष्ठों में दी गई है, जिसे समस्त पृष्ठों पर उनमें वर्णित शर्तों को हमारे द्वारा स्वीकार किये जाने के प्रतीत स्वरूप, हमने हस्ताक्षर कर दिये हैं, का भी पालन करने के लिए हम सहमत/बाध्य हैं।
5. हम अपनी न्यूनतम दर वित्तीय निविदा प्रपत्र में अंकित करते हैं।
6. निविदादाता एकल स्वामित्व की फर्म है अथवा साझेदारी की ? .....
7. इस निविदा प्रपत्र पर हस्ताक्षरित व्यक्ति के अलावा यदि कोई भविष्य में पत्र व्यवहार करे तो उस व्यक्ति का नाम व पता एवं हस्ताक्षर तथा उसी फर्म में स्थिति अंकित करें।

8. निविदा फार्म शुल्क की रकम 200/- रूपये (अक्षरे दौ सौ रूपये मात्र) तथा रूपये 250/- (अक्षरे रूपये दौ सौ पचास मात्र) डाक से रोकड रसीद संख्या ----- दिनांक ---- डी.डी. संख्या ----- दिनांक ----- से जमा करा दी गई है।

हस्ताक्षर

( )

(फर्म का नाम एवं पूर्ण पता)

*Yak*  
ACCOUNTANT  
R.P. SHARMA

*Rem*  
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*M. L. Verma*  
(M. L. Verma)  
Manager (SD), ROCL

## राजस्थान ऑलिव कल्टिवेशन लिमिटेड

राज्य स्तरीय कृषि प्रबन्ध संस्थान परिसर, कृषि अनुसंधान केन्द्र दुर्गापुरा-जयपुर 302018

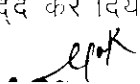
विषय :- राजस्थान ऑलिव कल्टिवेशन लिमिटेड के जैतून फार्म, बरौर, श्रीगंगानगर पर पूर्व निर्मित कच्ची डिग्गी में मिट्टी खुदाई का कार्य बाबत।

1. निविदादाता का नाम मय पूर्ण पता व दूरभाष/फैक्स नम्बर/मोबाईल नं० .....
2. निविदा प्रस्तुत की जानी है :- **चीफ ऑपरेशन ऑफिसर**, राजस्थान ऑलिव कल्टिवेशन लिमिटेड, राज्य स्तरीय कृषि प्रबन्ध संस्थान परिसर, कृषि अनुसंधान केन्द्र दुर्गापुरा-जयपुर 302018।
3. निविदा सूचना संख्या क्रमांक प. (110-ए)/आर.ओ.सी.एल./2016-17/..... दिनांक ..... जो राजस्थान ऑलिव कल्टिवेशन लिमिटेड द्वारा जारी की गई है, से सम्बन्धित समस्त निविदा की शर्तों का पालन करने के लिये मैं / हम ----- वास्ते (फर्म/संस्था) ----- सहमत हूँ/हैं। शर्तों की प्रति के प्रत्येक पृष्ठ पर हस्ताक्षर कर संलग्न कर दी गई है।
4. मैं निविदा शर्तों के अनुरूप राजस्थान ऑलिव कल्टिवेशन लिमिटेड, चीफ ऑपरेशन ऑफिसर, राज्य स्तरीय कृषि प्रबन्ध संस्थान परिसर, कृषि अनुसंधान केन्द्र दुर्गापुरा-जयपुर 302018 द्वारा दिये गये निर्धारित समय तक राजस्थान ऑलिव कल्टिवेशन लिमिटेड के जैतून फार्म, बरौर, श्रीगंगानगर फार्म पर पूर्व निर्मित कच्ची डिग्गी में मिट्टी खुदाई का कार्य नहीं कराता हूँ तो कार्य अवधि से पूर्व कार्य आदेश निरस्त कर अमानत राशि जब्त करने का अधिकार राजस्थान ऑलिव कल्टिवेशन लिमिटेड, दुर्गापुरा, जयपुर को देता हूँ, तथा इस हेतु मैं किसी प्रकार का कोई दावा पेश नहीं करूंगा।
5. राजस्थान ऑलिव कल्टिवेशन लिमिटेड के जैतून फार्म, बरौर, श्रीगंगानगर पर फार्म पर पूर्व निर्मित कच्ची डिग्गी में मिट्टी खुदाई का कार्य करने हेतु दर निम्नानुसार प्रस्तुत कर रहा हूँ :-


क्र. सं.	कार्य का विवरण	इकाई	प्रस्तुत दरों का विवरण (राशि रु.)	
			अंको में	शब्दों में
1	<b>Earth work in excavation by mechanical means/manual means in old diggi at Barore Sriganganagar</b>	Total Works		

नोट : उपरोक्त प्रस्तुत दर में यदि किसी प्रकार का टैक्स अतिरिक्त लिया जाना है तो उसे स्पष्ट रूप से अंकित किया जावे। अन्य किसी प्रकार की शर्त/ प्रविष्टि को स्वीकार नहीं किया जावेगा।

6. दरें सशर्त स्वीकार नहीं की जावेगी।
7. निविदा में प्रस्तुत दरों में किसी भी स्थिति में परिवर्तन नहीं किया जावेगा। दरें अंकों के साथ साथ शब्दों में भी स्पष्ट अंकित की जावे। निविदादाता अपनी निविदा को या उसके किसी सारभूत भाग को न तो किसी अन्य निविदादाता को देगा और ना ही किसी अन्य से लेगा (Sublet नहीं किया जावेगा)।
8. निविदायें निर्धारित दिनांक 07.02.2017 को दोपहर 2.00 बजे तक ही स्वीकार की जायेगी। इसके पश्चात प्राप्त निविदाओं पर विचार नहीं किया जायेगा। अपूर्ण एवं वांछित सूचनाओं के अभाव में निविदाओं को निरस्त/रद्द कर दिया जायेगा।



Manish Chand

  
(M. L. Verma)

9. निविदादाता की अमानत राशि संतोषप्रद कार्य समाप्ति उपरान्त लौटा दी जायेगी।
10. सफल निविदादाता को निविदा की शर्तों का उल्लंघन करने पर प्रतिभूति राशि जब्त की जा सकेगी।
11. निविदादाता पूर्व में किसी भी सार्वजनिक क्षेत्र के विभाग/उपक्रम द्वारा डिफाल्टर एवं दिवालिया घोषित नहीं किया होना चाहिए।
12. निविदा स्पष्ट शब्दों व अक्षरों में पेन/स्याही से ही भरे जाए। किसी भी प्रकार की कांट-छांट या ओवर राइटिंग के कारण निविदा निरस्त की जा सकती है अथवा निविदा खोलने वाली समिति ऐसी कांट-छांट ओवर राइटिंग पर जो भी निर्णय ले, वह निविदादाता को मान्य होगा।
13. निविदादाता निविदा प्रपत्र के प्रत्येक पृष्ठ पर हस्ताक्षर करेगा तथा अन्त में निविदा की समस्त शर्तों को स्वीकार करने के प्रमाण स्वरूप हस्ताक्षर करेगा। निविदाकार द्वारा निविदा प्रपत्र के प्रत्येक पृष्ठ पर हस्ताक्षर कर इस बातको दर्शायेंगे कि निविदाकार ने सभी शर्तों को पढ़ लिया है एवं समझ लिया है। अतः निविदाकार को चाहिये कि सभी शर्तों को पढ़कर समझ ले। यदि किसी प्रकार से स्पष्टीकरण की आवश्यकता हो तो वह किसी भी कार्यालय दिवस में कार्यालय समय में विभाग के सक्षम अधिकारी से मिलकर प्राप्त कर सकते हैं।
14. कम्पनी एक मात्र निविदा को भी स्वीकार कर सकती है।
15. निविदादाता को भुगतान संतोषप्रद कार्य करने के उपरांत संबंधित फार्म प्रबंधक के भौतिक सत्यापन के उपरांत किया जावेगा।
16. भुगतान हेतु प्रेषित बिल में से नियमानुसार टैक्स काटकर ही भुगतान देय होगा।
17. निविदादाता को फार्म प्रबंधक के निर्देशानुसार फार्म पर पूर्व निर्मित कच्ची डिग्गी में मिट्टी खुदाई का कार्य मय सामग्री का कार्य करना होगा।
18. कार्य के दौरान फार्म सम्पत्ति को किसी प्रकार की क्षति नही होनी चाहिए। क्षति करने पर नियमानुसार भुगतान में से कटौती की जावेगी।
19. निविदादाता को उक्त कार्य अनुबन्ध दिनांक से 1 माह में पूर्ण करना होगा। अपरिहार्य कारणों से कार्यावधि बढ़ाने हेतु चीफ ऑपरेशन ऑफिसर को अधिकार होगा।
20. निविदादाता को कार्य में लगने वाले समस्त सामान की व्यवस्था स्वयं को करनी होगी।
21. विवादास्पद मसलें पर विवादास्पद मदों के संबंध में कुल शेष राशि का भुगतान रोका जा सकेगा तथा विवाद निवृत्त होने पर भुगतान किया जायेगा। इस हेतु चीफ ऑपरेशन ऑफिसर द्वारा निर्णय किया जावेगा तथा यदि निविदादाता इस निर्णय से असहमत हैं तो प्रबंध निदेशक को इस निर्णय के विरुद्ध अपील की जा सकेगी। प्रबंध निदेशक, राजस्थान ओलिव कल्टीवेशन लिमिटेड का निर्णय अंतिम होगा।
22. पूर्व निर्मित कच्ची डिग्गी जिसका वर्तमान आयतन लगभग 80X40X2 मीटर है, में अतिरिक्त 2 मीटर की खुदाई की जाकर मिट्टी को बाहर निकालकर फार्म प्रबंधक के निर्देशानुसार डालना होगा। व समलतीकरण कार्य करना होगा।

हस्ताक्षर

( )

वास्ते

(फर्म का नाम एवं पूर्ण पता)

*R.P.*  
ACCOUNTANT  
R.P. SHARMA

*Ramesh Chandel*  
(Ramesh Chandel)  
FM, HQ

*M. L. Verma*  
(M. L. Verma)  
Manager (SD), ROCL

### INSTRUCTIONS TO BIDDER

1.	Scope of Bid	<p>1. In support of Invitation of Tender published by Rajasthan Olive Cultivation Limited, (ROCL) Jaipur vide letter No. प. (110ए) ROCL/2016-17/..... दिनांक <b>Earth work in excavation by mechanical means &amp; manual means in old diggi at Barore Sriganganagar</b></p> <p>2. The selected Bidder will be required to make the complete arrangements to undertake various tasks, but not limited to, under the supervision and guidance of designated officers for successful completion of the cited event</p>
2	Eligible Bidders	<p>1. A Bidder may be a private entity, company, partnership firm, Propriety firm, Government owned entity etc. Who have work experience in private or public sector.</p> <p>2. Bidder should: - (A Self Certified letter duly signed by the Auth. Signatory as per Annexure-1) not be 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 must not be the subject of legal proceedings for any of the foregoing reasons; 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 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; Not have a conflict of interest in the procurement in question as specified in the bidding document: comply with the code of integrity as specified in the bidding document.</p>
3.	Qualification of Bidders	<p>1. All bidders shall provide documentary evidence as per requirement of bid document.</p> <p>2. One of the partners/representatives shall be authorized to be in charge and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatory (ies) of the company or of all the partners as the case may be failing in that may lead to rejection of bid.</p>
4.	Changes in the Bidding Document	<p>1. At any time, prior to the deadline for submission of Bids, the procuring entity 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.</p> <p>2. 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.</p>

		<ol style="list-style-type: none"> <li>3. Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.</li> </ol>
5	<b>Contents of Bidding Document</b>	<ol style="list-style-type: none"> <li>1. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.</li> <li>2. The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.</li> <li>3. Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.</li> <li>4. Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.</li> <li>5. The Invitation for Bids issued by the ROCL, Jaipur shall be a part of the Bidding Document.</li> <li>6. ROCL shall not be responsible for incomplete Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.</li> </ol>
6.	<b>Documents Comprising the Bid</b>	<ol style="list-style-type: none"> <li>1. 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.</li> <li>2. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.</li> <li>3. ROCL is not in favour of seeking additional documents and/ or clarifications from the bidders after the last date of bid submission. Hence, bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are in place and in desired order.</li> <li>4. Alternative/ Multiple bids shall not be considered at all.</li> <li>5. Firstly, the bids shall be written in two parts. The two parts are to be marked as Technical Proposal and Financial Proposal respectively. In absence of proper markings on envelopes, there will be no extra advantage of being lowest offered rates.</li> <li>6. Secondly, the above two parts shall be kept in a Master Envelope and sealed in case of bid submit through post or individually.</li> </ol>
7	<b>Bid Submission Sheets</b>	<ol style="list-style-type: none"> <li>1. The Bidder shall submit the Technical Proposal and the Financial Proposal using the prescribed Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</li> <li>2. All duties, taxes and other levies etc. payable by the</li> </ol>

*Link*

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*Signature*

		<p>bidder under the Contract, or for any other cause, shall be included in the rates and prices and the total bid price submitted by the bidder. (As per Financial Bid)</p> <ol style="list-style-type: none"> <li>The rates and prices quoted by the bidder shall remain fixed and valid for the duration of the contract and would not be subject to variation on any account.</li> <li>All prices shall be quoted by the Bidder only in Indian Rupees.</li> </ol>
8	Period of Validity of Bids	<ol style="list-style-type: none"> <li>Bids shall remain valid for a period of three months after the bid submission deadline date prescribed by the ROCL, Jaipur. It can be further extended by the ROCL after mutual consent.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ol>
9	Signing of Bid	<ol style="list-style-type: none"> <li>The signatory authority shall initial (sign) all pages of the Technical Proposal and Financial Proposal submitted, which shall be deemed as acceptance of terms and conditions of bid mentioned on that page.</li> <li>The Bidder shall prepare one set of support documents for technical proposals and submit the same in Envelope 'I' marked as "TECHNICAL PROPOSAL".</li> <li>The Bidder shall also prepare one set of support documents for financial proposals and submit the same in Envelope 'II' marked as "FINANCIAL PROPOSAL".</li> </ol>
10	Sealing and Marking of Bids	<ol style="list-style-type: none"> <li>The Bidder shall seal the technical proposal, in separate Envelope, 'I' which is marked as "TECHNICAL PROPOSAL", and financial proposal in Envelope, 'II' marked as "FINANCIAL PROPOSAL". Both the Envelopes shall be kept in an outer Envelope. Both the PROPOSALS shall be further kept in a Master Envelope bearing the complete details of the bidding party/Consortium.</li> </ol>
11	Deadline for Submission of Bids	<ol style="list-style-type: none"> <li>During normal office hours from 02.07.2017 to 07.02.2017 till 2.00 PM in the office of the Rajasthan Olive Cultivation Limited, SIAM Campus, Agriculture Research Institute, Durgapura, Jaipur, Rajasthan.</li> <li>ROCL, Jaipur may, at its discretion, extend the deadline for submission of bids by issuing an addendum, in which case all rights and obligations of the ROCL, Jaipur and the bids previously submitted to the original deadline shall thereafter be subject to the deadline as</li> </ol>

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		<p>extended.</p> <p>3. After the due time, no bids will be considered.</p>
12	Bid Opening	<p>1. The Bid opening shall take place in the presence of Bidder's representatives who choose to attend, at the address, date and time as specified in the Bid Document.</p>
13	Preliminary Examination of Bids & Responsiveness of Technical Proposal	<p>1. Prior to the detailed evaluation of Technical bids, the ROCL, Jaipur will determine whether each bid (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required securities; (iv) is substantially responsive to the requirements of the bidding documents, for the purpose of eligibility.</p> <p>2. If a Technical Proposal is not substantially responsive it will be rejected by the ROCL, Jaipur, conditional bids would be deemed to be not substantially responsive, and shall be rejected by ROCL.</p> <p>3. A substantially responsive Technical proposal is one, which conforms to all the terms, conditions and specifications of the bidding documents</p> <p>4. The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.</p> <p>5. To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be in writing.</p> <p>6. Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.</p> <p>7. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.</p> <p>8. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.</p> <p>9. 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 bid evaluation committee 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;</p> <p>10. 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.</p> <p>11. 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.</p>

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		<p>12. ROCL reserves the right to consider even a single substantially responsive bid.</p> <p>13. Lack of competition: A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: - <b>the Bid is technically qualified; the price quoted by the bidder is assessed to be reasonable; the Bid is unconditional and complete in all respects; there are no obvious indicators of cartelization amongst bidders; and the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document.</b></p> <p>The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.</p> <p>In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.</p> <p>If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.</p>
14	Notification of Award	<ol style="list-style-type: none"> <li>1. The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.</li> <li>2. Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract.</li> <li>3. The Bidder whose Bid is found acceptable shall be notified of the award by ROCL, prior to the expiry of the bid validity period, through a Letter of Acceptance. This letter will state the sum that the ROCL, Jaipur will pay to the Contractor in consideration to task assigned to him.</li> </ol>
15	Payment	<ol style="list-style-type: none"> <li>1. Payment as per verification report of Concern Farm Manager.</li> </ol>
16	Time Limit and penalty clause	<ol style="list-style-type: none"> <li>1. Normal working hours are 9.00 AM to 5.00 PM.</li> <li>2. Works can be performed early morning, late evening or during night depending on the nature of tasks.</li> <li>3. Delay in completion of taks / deposit payment shall be liable to a financial penalty on monthly basis.</li> </ol>

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		<table border="1"> <tr> <td>Delay up to one fourth period of the prescribed delivery period</td> <td>2.5%</td> </tr> <tr> <td>Delay exceeding one fourth but not exceeding half of the prescribed delivery period.</td> <td>5%</td> </tr> <tr> <td>Delay exceeding half but not exceeding three fourth of the prescribed delivery period.</td> <td>7.5%</td> </tr> <tr> <td>Delay exceeding three fourth of the prescribed delivery period.</td> <td>10%</td> </tr> </table> <p>If a Force Majeure situation arises, the selected bidder shall promptly notify ROCL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by ROCL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.</p>	Delay up to one fourth period of the prescribed delivery period	2.5%	Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5%	Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7.5%	Delay exceeding three fourth of the prescribed delivery period.	10%
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Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7.5%									
Delay exceeding three fourth of the prescribed delivery period.	10%									
17	Sub-Letting of Contract	<ol style="list-style-type: none"> <li>Any change in the constitution of the firm, etc., shall be notified forthwith by the contractor in writing to the Purchase Officer and such change shall not relive any former member of the firm, etc., from any liability under the contract.</li> <li>No new partner/partners shall be accepted in the firm by the contractor in respect of the contract, unless they agree to bind by all its terms, conditions and deposit with the Purchase Officer a written agreement to this effect.</li> </ol>								
18	Sales Tax Registration and Clearance Certificate	<ol style="list-style-type: none"> <li>The Sales Tax Registration Number should be quoted and a Sales Tax Clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted as and when required.</li> </ol>								
19	Income Tax Clearance Certificate	<ol style="list-style-type: none"> <li>Tenderers will have to submit an Income Tax Clearance certificate of the circle concerned shall be submitted as and when required.</li> </ol>								
20	Filling of Bid	<ol style="list-style-type: none"> <li>Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.</li> <li>Rate shall be written both in words and figures. There should not be errors and/or over-writings, corrections if any, should be made clarity and initialed (signed) with dates.</li> </ol>								
21	Price Preference	<ol style="list-style-type: none"> <li>Price preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan in the case of same rates.</li> </ol>								
22	Specifications	<ol style="list-style-type: none"> <li>The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods or services to be supplied or served. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the</li> </ol>								

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		<p>contract, refer the same to the Purchase Officer and get clarifications.</p> <p>2. All articles supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such identification marks.</p>								
23	Warranty/Guarantee clause	<p>1. The tenderer would give guarantee that the goods/stores/articles/machinery/equipments/services would continue to conform to their description and quality as specified.</p> <p>2. In case of machinery and equipment specified by the Purchase Officer, the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tenderer 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.</p>								
24	Inspection	<p>1. The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods / equipments / machineries during manufacturing process or afterwards as may be decided.</p> <p>2. The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.</p>								
25	Rejection	<p>1. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the Purchase Officer.</p> <p>2. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.</p>								
26	Refund of Earnest money	<p>1. The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of the tender.</p>								
27	Forfeiture of Earnest money	<p>1. The earnest money will be forfeited in the following cases</p> <table border="1" data-bbox="673 1780 1421 2058"> <tr> <td>A</td> <td>When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender;</td> </tr> <tr> <td>B</td> <td>When tenderer does not execute the agreement if any, prescribed within the specified time.</td> </tr> <tr> <td>C</td> <td>When the tenderer does not deposit the security money after the supply order is given.</td> </tr> <tr> <td>D</td> <td>When he falls to commence the supply of the</td> </tr> </table>	A	When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender;	B	When tenderer does not execute the agreement if any, prescribed within the specified time.	C	When the tenderer does not deposit the security money after the supply order is given.	D	When he falls to commence the supply of the
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D	When he falls to commence the supply of the									

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		items as per supply order within the time prescribed.
28	Agreement and Security deposit	<ol style="list-style-type: none"> <li>1. Successful tenderer will have to execute an agreement within a time period as prescribed by ROCL and deposit security equal to 5% of the value of the order for which tenders are accepted. The stamp duty of such agreement such be borne by the bidder</li> <li>2. The security money can also be deducted in three equal parts from first three payments.</li> <li>3. The earnest money deposited at the time of tender will be adjusted towards the Security amount.</li> <li>4. The Security amount shall in no case be less than Earnest money.</li> <li>5. No interest will be paid by ROCL on the Security money.</li> <li>6. The forms of Security money shall be as Cash / Bank Draft / Bankers Cheque/ Bank Guarantee.</li> <li>7. The Security money shall be refunded after expiry of one month of contract period after satisfying that there are no dues outstanding against the tenderer.</li> <li>8. In case successful bidder does not execute the agreement in prescribed time frame ROCL may forfeit the earnest money.</li> <li>9. If any terms and condition of the contract is breached. The security money may also be for fitted in whole or part.</li> </ol>
29	Confidentiality	<p>Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -  impede enforcement of any law; affect the security or strategic interests of India; affect the intellectual property rights or legitimate commercial interests of bidders; affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.</p> <p>The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.</p> <p>The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.</p> <p>In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.</p>

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30	Cancellation of procurement process	A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it at any time.
31	Code of Integrity for Bidders	No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
32	Interference with Procurement Process	A bidder, who: -withdraws from the procurement process after opening of financial bids; withdraws from the procurement process after being declared the successful bidder; fails to enter into procurement contract after being declared the successful bidder; fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.
33	Appeals	Any Bidder may file an appeal to Managing Director ROCL for the purpose, within a period of 5 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/She feels aggrieved. The decision of the appealate authority shall be final.

Name & Signature of Bidder

.....  
Address .....  
.....  
Mobile No. ....  
Email : .....

  
ACCOUNTANT  
**R.P. SHARMA**

  
(Ramesh Chandra)  
FM, HQ

  
(M. L. Verma)  
Manager (SD), ROCL

(फर्म के लैटर पैड पर)

To,  
{Tendering Authority}.

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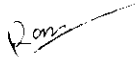
In response to the Tender/ Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for  
{Project Title}, as an Owner/ Partner/ Director of \_\_\_\_\_,  
I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of  
bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent  
practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/  
UT.

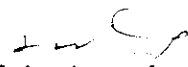
If this declaration is found to be incorrect then without prejudice to any other action that may be  
taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -  
Authorised Signatory: -  
Seal of the Organization: -  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

  
**ACCOUNTANT**  
**R.P. SHARMA**

  
**(Ramesh Chandra)**  
**FM, HQ**

  
**(M. L. Verma)**  
**Manager (SD), ROCL**