

TENDER DOCUMENT

Name of work : R/M and Recarpeting of Road at Pali dairy

Bidders Name and Address : _____

Mob No.: _____

Details of work . – R/M and Recarpeting of Road at Pali dairy

	Tender ID:-		
1	Estimated cost of construction work	-	Rs.16.00lac.
2	Earnest money / Bid Security (By D.D. only in favour of PZDUSS Ltd., Pali)	-	Rs. 32,000/-
3	Tender Fees (By D.D. only in favour of PZDUSS Ltd., Pali)	-	Rs. 500/-
4	Tender Processing Fees (By D.D. only in favour of MD, RISL payable at Jaipur)	-	Rs. 500/-
5	Date & time of submission of tender	-	10.12.2022 (up to 05:00 PM)
6	Date & Time of opening of Technical Bid	-	12.12.2022 (03.00 PM)
7	Completion period of work	-	45 days
8	Validity of quoted rate in tender	-	90 days

Managing Director

Requisite tender fee as well as EMD/Bid Security in the form of DD/Pay Order and tender processing fees in the form of DD/Pay Order must accompany the hard copy of tender documents failing which the tenders shall not be considered. Tender fees, EMD along with processing fees should be deposited in physical form in original before 12.12.2022 (02:00 PM). M.D., PZDUSS Ltd., reserves the right to accept or reject any or all tenders in part or full without assigning any reason thereof.

Managing Director

PROCEDURE FOR SUBMITTING TENDER

Note:- This tender is an e-tender. Consequently, offline submission of tender documents other than Demand Drafts, is not allowed. All the terms & conditions may be read and interpreted in this light. Only offline submission of DD, towards tender fee, tender processing fee & EMD/Bid security is required. These are required to be sent by post or in person so as to reach the office of **Managing Director, Pali Zila Dugdh Utpadak Sahakari Sangh Ltd. "Pali Dairy" Sardar Patel Nagar, PALI-MARWAR 306401** before the tender opening date & time.

It is mandatory that a hard copy of technical bid should also be sent in physical form along with DD in original, tender fee, EMD/Bid security etc.

The bidders are required to submit the bids into two parts in two separate folders, one folder shall contain information in respect of "eligibility evaluation criteria" and Earnest Money. Envelope second shall contain "financial bid" only. Both the folders shall be received simultaneously. Eligibility evaluation bids shall be opened by the Committee constituted for this purpose and evaluated accordingly. After evaluation of the same based on predetermined evaluation criteria as given in the tender document, A Technical comparative statement of all the bidders will be prepared. Financial bids of the bidders who fulfil eligibility criteria shall be then opened by the Committee on the scheduled time and date. The financial bid of the bidders, who are not found to meet prescribed eligibility criteria, shall not be opened.

The bidders are advised to sign each page of tender document. Bidders are also advised to ensure that there is no over-writing or cutting in the financial rates.

Signature of Bidder

**Managing Director
(Pali Dairy)**

Important Information

Subject: e-Procurement/tendering system at PZDUSS Ltd.

Government of Rajasthan has decided to implement **e-procurement** system for their departments and PSU to enhance efficiency & transparency in public procurement from April 2012, in which all purchases/ works/ services etc. of value ` 50.00 Lacs or above will be processed electronically through State e-procurement portal i.e. www.eproc.rajasthan.gov.in.

Accordingly at PZDUSS Ltd., , the existing process of manually submitting bids will be discontinued. Information regarding tenders will be posted on the above mentioned website & bids will also be accepted via the website. A registered user with a valid Digital Signature Certificate (DSC) will be able to access the website, view & download tender details, fill in tender bids & upload (send) to the website. At the scheduled time of tender opening, details of all bids can be viewed by the bidders.

Requirement for participating: Internet access (details available on the home page of website www.eproc.rajasthan.gov.in), DSC & registration on the website.

Bidders will need to get a class III digital certificate with encryption – decryption facility through controller of certifying authorities (CCA) approved certifying agencies.

Information regarding DSC is available at the home page under 'Information regarding DSC'. A bidder should enroll on the e-procurement website & register the DSC.

Please arrange to fulfill the necessary requirements of e-procurement, since only the authorized bidders can participate in the tender.

Additional fee (1000/- per tender/bidder for tender value > 50.00 lacs) is payable to RajCOMP info services ltd.(RISL) for participating in e-procurement.

Help manual for bidder is available on the home page of the website under '**Help for bidders**'. You can also call on **0141-4022688 & 1800-233-7315** for any assistance regarding e-procurement during office hours.

Bidders training will be provided **free of cost** by RISL.

You may contact concerning department for further clarification(s).

Managing Director
(Pali Dairy)

AMENDMENT NOTE/SPECIAL CONDITIONS OF CONTRACT AGREEMENT.

The Rajasthan Transparency in Public procurement Act 2012 and Rajasthan Transparency in Public procurement Rules 2013 is applicable and The conditions of contract as per Appendix XI of Public Works Financial and Accounts Rules of Government of Rajasthan is attached with the Agreement with the following amendments/conditions.

In place of the Governor of State of Rajasthan or "The Governor of Rajasthan" wherever occurs in the said form, should be treated as replaced by "The Managing Director, Pali Zila Dugdh Utpadak Sahakari Sangh Ltd." In place of the Government of Rajasthan wherever it occurs, should be read as "Pali Zila Dugdh Utpadak Sahakari Sangh Ltd.. In place of the Chief Engineer wherever it occurs, should be read as "The Managing Director, Pali Zila Dugdh Utpadak Sahakari Sangh Ltd."

The authorized Engineer or the Engineer Incharge wherever it occurs denotes the Managing Director, Pali Zila Dugdh Utpadak Sahakari Sangh Ltd.. Specifications will mean the latest specifications approved by Public Works Department unless mentioned otherwise.

(i) Agreement Clause No. 1 is amended as under:-

"The security deposit @ 5% of the gross amount of the running bill (as per the latest rule of Gvt. Of Rajasthan) shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. The EMD/ BID SECURITY shall however be adjusted while deducting security deposit from the first running bill of the bidder. There will be no maximum limit of security deposit".

"All compensations or other sums of money payable by the Bidder to the Government under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Security Deposit, or from interest arising therefrom, or from any sums, which may be due or may become due to the Bidder by the Government on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deductions or sale as aforesaid, the bidder shall within ten days thereafter, make good in cash, any sum of sums which may have been, deducted from or raised by sale of his security deposit or any part thereof".

(ii) Agreement Clause 43 stands amended as under:-

"The Pali Zila Dugdh Utpadak Sahakari Sangh Ltd., shall have right to exercise proper quality control measures. The bidder shall provide all equipment and assistance to conduct such tests." Agreement Clause 43 A will remain as such.

(iii) Agreement Clause No. 45 & 45 A stands deleted.

(iv) In Agreement Clause No. 37(e) the Defect Liability Period (DLP) for civil works costing more than Rs. 10.00 lacs. shall be three years as per the latest order of GoR.

(v) In Agreement Clause No. 37(e) the word "PWD" shall be replaced with "The PZDUSS Ltd."

(vi) All contracts with PZDUSS Ltd; Pali shall require registration of workers under the Act, 1996 & extension of benefit to such workers under the Act. One percent cess, on this account is deductible over work order value.

(vii) The bidder should quote the rates in the prescribed Schedule 'G'/ Schedule 'H' only, unless otherwise the tender would be treated as cancelled.

(viii) The bidder has to deposit additional performance security on un-balanced Bids, if the Bid price offered by the bidder is more than 10% lower than the cost worked out as per current BSR rates used for preparing Bids. The additional performance security will be refundable after satisfactory completion of the work.

(Signature of the Bidder)

Managing Director
(Pali Dairy)

Annexure 'A:- Compliance with the code of integrity and no conflict of Interest:

The bidder will follow the code of integrity and no conflict of Interest as mentioned rule 80 and 81 respectively of RTPP Rules-2013 in case of breach of any provision of the code of integrity by a bidder or a prospective bidder as the case may be, the PZDUSS Ltd., may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of RTPP Rules – 2013.

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 behaviour 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 purpose 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 sub bidder, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

(Signature of the Bidder)

**Managing Director
(Pali Dairy)**

Annexure B: Declaration by the Bidder regarding qualification

Declaration by the Bidder

In relation to our Bid/Tender submitted to **Managing Director, Pali Zila Dugdh Utpadak Sahakari Sangh Ltd. "Pali Dairy" Sardar Patel Nagar, PALI-MARWAR 306401, Rajasthan R/M and Recarpeting of Road at Pali dairy** In response to their Bid/**Tender ID** :- -----we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the **Pali Zila Dugdh Utpadak Sahakari Sangh Ltd.**
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to 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. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:

Place:

Signature of Bidder

Name :

Designation:

Address:

**Managing Director
(Pali Dairy)**

Annexure C: Grievance Handling Procedure during Procurement Process (Appeals)

The designation and address of the First Appellate Authority is Chairman PZDUSS Ltd,Pali.

The designation and address of the Second Appellate Authority is Secretary (Gopalan) Govt. of Rajasthan , Jaipur..

(1) Filing an appeal

If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days from the date of such decision, action, or 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 in terms of section 27 of the Act, 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 Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid 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 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 payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeals

- (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 be placed on the State Public Procurement Portal.

(Signature of the Bidder)

**Managing Director
(Pali Dairy)**

Annexure

FORM No. 1
[See rule 83]

**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):

- 1.
- 2.
- 3.

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 in Financial Bids

Provided that a Financial Bid is substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid on the following basis:

- a. 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;
- b. 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
- c. 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.

The Bidder shall have to accept the arithmetical corrections made as above.

2. Right to Vary Quantity ¹ [(1)Deleted]

(1) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.

(2) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under :-

- (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
- (b) 50% of the value of goods or services of the original contract.]

(Signature of the Bidder)

**Managing Director
(Pali Dairy)**

Annexure E

Name of work : R/M and Recarpeting of Road at Pali dairy.

PART - I

1. WATER

The potable water for construction work during the construction shall be arranged by the contractor at his own level.

2. ELECTRICITY

Electricity for construction and fabrication work during the construction shall be arranged by the contractor. However if contractor needs to use the Electricity from Plant/ Dairy premises, the same can be made available by Plant/ dairy if contractor submits the requirement in writing to this office. A separate sub-meter would be arranged by contractor necessary arrangement for electricity connection shall also be made by contractor from the place where electricity required. The recovery will be applicable total bill amount divided by total units consumed.

PART - II

I/We hereby agree to abide by all the conditions of contract as laid down in appendix XI of the Public Works Department Finance & Accounts Rules of Rajasthan as amended to date in respect of works executed by the State P.W.D. in execution of this work and also undertake to follow the specifications of the P.W.D. / Federation as laid down for the Building, Road, Sanitary, Electrification, Joinery, Steel door, frames Park railing work etc., as may be applicable to similar contract in P.W.D. I/We also hereby agree to execute the above agreement within 10 days of issue of work order. I/We realize that my/our failure to execute the agreement within the aforesaid 10 days will make me/us liable for forfeiture of my/our earnest money, deposited for this tender, by the Federation without any further reference to me/us.

The nomenclature and rates of items in schedule 'G' are based on, **PWD ROAD BSR 2019 , Circle Pali** and Item rate for Schedule 'H'. Any typographical and calculation error will not be entertained, the rates and nomenclature of items as in relevant BSR will be final and binding.

Signature of Bidder

**Managing Director
(Pali Dairy)**

Name of work: R/M and Recarpeting of Road at Pali dairy

(Terms & Conditions)

**Relaxation/Modification in clause No.3 at page 67 Volume-I of Purchase Manual as follows :
Eligibility & Qualification Criteria for Civil Works**

For the purpose of Civil contract work bidders shall meet the following criteria as minimum :

1. a) Apart from the enlistment in appropriate class with the works department and undertakings of State/Central Government, the following eligibility criterion will be applicable.
- b) This Notice Inviting Tenders (N.I.T.) is open to all eligible bidders. The bidder need furnish details of the experience & past performance on works of similar nature within the past 5 years and details of current work in hand and other contractual commitment as per Schedule –I & II of the tender documents.
- c) The bidders should be in business as civil works Bidder for a minimum period of 5 years at the time of bid opening in the same name and style.
- d) The bidder's average financial turnover in the same name and style during the last 3 years, ending 31st March of the previous financial year, should be at least 30 % of the estimated cost.
- e) The bidder, in the same name and style , should have Experience of having successfully completed similar works during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following :

Three similar completed works costing not less than the amount equal to 40 % of the estimated cost.

or

Two similar completed works costing not less than the amount equal to 50 % of the estimated cost.

or

One similar completed work costing not less than amount equal to 80 % of the estimated cost.

- f) The bidder shall furnish a certified true copy of GST registration number.
- g) Bidder shall provide quality control lab for conducting required tests at site .
- h) List of all Equipment ,Tools and plants should be submitted
- i) The bidders must fill the rates neatly. Cutting, overwriting, alteration will not be accepted and tender can be rejected on this ground. The Tender Committee's decision of rejection of tender on this account shall be final and binding.

Signature of Bidder

**Managing Director
(Pali Dairy)**

Eligibility & Qualifications Criterion Sheet

(Each tenderer is required to fill up the form and enclose the required documents failing which the tender will become liable for no further consideration/evaluation)

Sr. No	<i>Particulars</i>	Yes Or No	If yes, please Indicate Page No.
1.	Whether copy of proof working with department and undertaking Central /State Government provided.		
2.	Whether details regarding works completed in last five years submitted as per format –Schedule - I		
3.	Whether details regarding works in hand submitted as per format –Schedule - II		
4.	Whether Experience of having successfully completed similar works during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following : a) Three similar completed works costing not less than the amount equal to 40 % of the estimated cost. or b) Two similar completed works costing not less than the amount equal to 50 % of the estimated cost. or c) One similar completed work costing not less than amount equal to 80 % of the estimated cost.		
5.	Whether Average financial turnover during the last 3 years, ending 31 st March of the previous financial year, should be at least 30 % of the estimated cost.		
6.	Whether Bank account details / Cancelled Cheque for RTGS submitted or Not.		
7.	Whether GST Registration certificate copy provided.		
8.	Whether EMD/ Bid Security deposited, provide D.D. No. & date.		
9.	List of Equipment, tools and plants		

Signature of Bidder

SCHEDULE - I

Major works successfully completed during the past five years :-

S. No.	Name of Work	Place	Contract Reference	Name of Client	Value of work	Time of completion	Date of completion
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Signature of Contractor

SCHEDULE - II
WORKS IN HAND

S. No.	Name of Work	Contract Reference	Name of Client	Place of contract	Value of contract	Completion period & date.
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Signature of Contractor

Pali Zila Dugdh Utpadak Sahakari Sangh Ltd.
"Pali Dairy" Sardar Patel Nagar, PALI-MARWAR 306401
Phone No: 02932-280379, Fax: 02932-280304
Website: www.palisaras.com E-mail: palidairy@gmail.com

CONTRACT AGREEMENT

As per latest P.W F & AR.