

RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.
(Tilam Sangh) Kota Project

Rawatbhata Road, P.O. Engineering College, Kota-324010 (Raj.)

Phone No. : 0744-2471183, Fax : (0744) 2980159, GSTIN : 08AAAAR9285K1ZV, E-Mail : tilamsangh@gmail.com

e-TENDER NOTICE FOR SUPPLY OF CORRUGATED BOX AND FLAPS (E-SA2/24)

e-tenders from reputed parties are invited for Annual Rate contract for supply of **Corrugated Box and Flaps** (E-SA2/24) up to **05.00 PM** on **16.12.2024** Details may be seen in the e-tender documents available at www.tilamsangh.com or <http://sppp.rajasthan.gov.in> or www.eproc.rajasthan.gov.in.

General Manager

RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.

(Tilam Sangh) Kota Project

Rawatbhata Road, P.O. Engineering College, Kota-324010 (Raj.)

Phone No. : 0744-2471183, Fax : (0744) 2980159, GSTIN : 08AAAAR9285K1ZV, E-Mail : tilamsangh@gmail.com

e-TENDER NOTICE FOR ANNUAL RATE CONTRACT FOR SUPPLY OF CORRUGATED BOX AND FLAPS (E-SA2/24)

e-Tenders are invited from reputed suppliers, for Annual Rate Contract for supply of **Corrugated Box and Flaps** Detailed specification and conditions are mentioned in the Tender Document.

e-Tender shall be accepted only on-line (e-procurement). A Bid Security (EMD) of Rs. **22,000/-** for General category or Rs. **5,500/-** for SSI unit, along with e-Tender Form fee of Rs. **1180/-** (Rs. 1000 + GST @ 18%) in the form of DD favouring "Rajasthan Rajya Tilhan Utpadak Sahkari Sangh Ltd." shall have to be deposited at Kota Project, till **16.12.2024 upto 5.00 PM** as notified in the e-Tender Documents. Another DD for e-Tender Processing Fee of Rs. **500/-** in favour of "MD, RISL", Jaipur shall also have to be deposited at the Kota Project of Tilam Sangh till **16.12.2024 upto 5.00 PM**. e-Tender without appropriate Fees as referred above, will not be accepted. The details of e-Tender schedule are as under :-

Down Load	Submission	Opening
From 05.00 PM on 07.12.2024	Till 16.12.2024 upto 5.00 PM	Technical Bid : On 17.12.2024 at 11.0 0 AM

Technical Bid and Financial Bid shall be uploaded separately. Financial Bid of tenderer, who qualifies in the Technical Bid would only be downloaded. Unqualified tenderers in the Technical Bid shall not be considered.

General Manager reserves the right to reject any tender or part without assigning any reason thereof. This tender will be processed through e-procurement Portal of Govt. of Rajasthan.

You may visit our website www.tilamsangh.com or www.eproc.rajasthan.gov.in or <http://sppp.rajasthan.gov.in> for further information regarding e-tender and for any assistance contact helpdesk phone 0141-4022688 email eproc@rajasthan.gov.in

GENERAL MANAGER

RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.
(Tilam Sangh) Kota Project
Rawatbhata Road, P.O. Engineering College, Kota-324010 (Raj.)

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**e-TENDER DOCUMENT FOR ANNUAL RATE CONTRACT FOR SUPPLY OF
CORRUGATED BOX AND FLAPS (E-SA2/24)**

PART-I (TECHNICAL BID)

Tender No. : (E-SA2/24)

Price of e-Tender Form : Rs. 1000/- + GST @18%

1.	Down Load of Tender Form	From 05.00 PM on 07.12.2024
2.	Submission of EMD / Fees	
i)	EMD as applicable	Till 16.12.2024 upto 5.00 PM
ii)	Tender document Fee Rs. 1180/-	Till 16.12.2024 upto 5.00 PM
iii)	e-Tender Processing Fee Rs. 500/-	Till 16.12.2024 upto 5.00 PM
3.	Last date and time of upload of the Tender	Till 16.12.2024 upto 5.00 PM
4.	Date & Time of opening of Tender	
i)	Technical Bid	On 17.12.2024 at 11.00 AM
ii)	Financial Bid	To be notified later on, to successful bidders of Technical bids only
5.	Approximate value of item	Rs. 11,00,000/-
6.	Validity of the offer for acceptance	60 days, from the date of opening of Financial Bid
7.	EMD (Bid Security)	A. Rs. 22,000/- for General Category B. Rs. 5,500/- for SSI unit
8.	Period (ARC) for which rates are invited	One year from the date of signing the Agreement.

1. NAME OF TENDERER
 (IN CASE OF PARTNERSHIP FIRM
 PLEASE MENTION THE NAME &
 ADDRESS OF EACH PARTNER &
 REGISTRATION & TIN NUMBER
 (Enclose copy of Partnership deed)/
 IN CASE OF COMPANY PLEASE
 PROVIDE NAME & ADDRESS OF
 EACH DIRECTOR (Enclose a copy of
 MOA/AOA/Certificate of Inspection)
2. AUTHORISED SIGNATORY WITH
 DESIGNATION.

3. REGISTRATION PROOF FROM
REGISTRAR OF COMPANIES/FIRMS
OR PROPRIETORY CONCERN PROOF
.....
.....
4. PERMANENT ADDRESS (REGISTERED
OFFICE) WITH TELEPHONE NUMBER
.....
.....
5. i) PRESENT MAILING ADDRESS
WITH TELEPHONE NUMBER
.....
.....
- ii) E-mail ID
.....
6. ADDRESS OF FACTORY
WITH TELEPHONE NUMBER
.....
.....
7. TELEPHONE/FAX NO.
.....
8. GSTIN
(Self Certified Copy to be Uploaded
compulsorily)
.....
9. INCOME TAX PAN NO.
(Self Certified Copy to be Uploaded)
.....
10. BANK ACCOUNT DETAILS
a) NAME AND ADDRESS OF BANK
.....
b) ACCOUNT NO. (WITH ITS NATURE)
.....
c) TITLE OF ACCOUNT
.....
d) IFS CODE
.....
e) NAME OF PERSON MAKING
TRANSACTIONS
.....
11. AMOUNT DEPOSITED AS EMD
AGAINST THIS e-TENDER.
.....
12. DETAILS OF PAYMENT (DD/PAY ORDER)
(Numbers & Date of DDs/POs are to be mentioned here, whereas their scanned copies are to be uploaded).

		Amount (Rs.)	DD No.	Date
I)	TENDER DOCUMENT FEE	Rs. 1,180/-	_____	_____
II)	E-TENDERING PROCESSING FEE	Rs. 500/-	_____	_____
III)	EMD	As applicable	_____	_____

Date:

Signature of Tenderer : _____

Name of Signatory (In Block Letter) : _____

Designation : _____

RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.(Tilam Sangh) Kota Project

Annexure-E

DECLARATION BY THE TENDERER

I/We have read and understood all the terms and conditions of the e-tender document, which are acceptable to me/us. No additional condition or point of difference has been given by me/us.

I/We have fulfilled all the obligations mentioned in the check-list at Annexure-“G”. Copy of all original documents, shall be produced by me/us, on demand, if I/We are declared successful tenderer.

I am (Proprietor/Director/Manager) of the tendering firm and have been authorized to submit e-tender. The authority letter in this regard is enclosed here with.

Date : Signature of the tenderer :

Place : Name and Address of the tenderer :

Mobile No. :

.....

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RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.(Tilam Sangh) Kota Project

Annexure-F

INSTRUCTIONS FOR SUBMISSION OF E-TENDER FORM & DOCUMENTS

1. The scanned copy of tender form (Technical Bid, Part-I, in 2 pages) and other relevant documents, which are required, duly filled and signed by tenderer should be uploaded online.
2. The tenderer is required to fill up and upload their rate at proper place i.e. in financial bid (BOQ), Part-II of tender.
3. If required by the tenderer, training may be given to them, for filling of online tender, by the following department.

DO IT : E-Procurement Cell, 1st Floor, Yojna Bhawan, Jaipur.

Help Desk Phone : 0141-4022688

Email : eproc@rajasthan.gov.in

4. Tender form & handwritten rates shall not be accepted in tender Box, although both the DDs/Pay Orders towards tender form fee and RISL processing fee along with bid security declaration form on prescribed profarma duly filled, sealed and signed are to be submitted in this office within the scheduled time, as per e-Tender notice and technical bid.
5. Please read the instructions carefully before submitting the tender online.
6. In case of any query, please call on 0141-4022688/E-procurement Cell/Tilam Sangh Office (IT Cell) 0744-2471183

RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.(Tilam Sangh) Kota Project

Annexure-G

CHECK LIST FOR FILLING UP THE TECHNICAL BID

In order to qualify the technical bid, the scanned copies of following documents are to be uploaded **compulsorily**, by the tenderer, at the time of filling the e-tender, **in lack of any of which, the technical bid shall be rejected.**

1. Fees & EMD
 - a) A DD/Pay order for Rs. **1180/-**, towards tender document fee.
 - b) A DD/Pay order for Rs. **500/-**, towards RISL processing fee.
 - c) A DD/Pay order for **Rs. 22,000/- or Rs. 5,500/-** as per applicability, towards EMD (Tender Security)
2. Part -I (Technical Bid) of tender document (in 2 pages, no. 3 and 4) duly filled and signed with seal by the tenderer.
3. The enclosed “Declaration by the Bidder” at annexure-B of the tender document, duly filled and signed with seal, required under rules 2013 of Rajasthan Transparency in Public Procurement act 2012.
4. The enclosed “Declaration by the tenderer” at annexure-E of the tender document duly filled and signed with seal, towards reading and acceptance of all the terms and conditions of tender document.
5. Self certified copy of registration under GSTIN.
6. Self certified copy of PAN.
7. Certificate of SSI unit is to be uploaded, in case the EMD of **Rs. 5,500/-** is submitted.

DETAILS, TERMS AND CONDITIONS OF THE BID

A. SCOPE OF SUPPLY :

Product and specification :

The tender is for establishing Annual Rate Contract for supply of Corrugated Box and Flaps to our **Kota Project**, as per the detailed specification mentioned at Annexure-1

B. DELIVERY PERIOD :

i) The time specified for delivery in the Tender Form or supply orders shall be deemed to be the essence of the contract. The tenderer whose tender is accepted shall arrange supplies in lots within periods as mentioned in each Purchase Order to be placed by the General Manager Project Tilam Sangh or authorized representative from time to time within stipulated delivery period or extended delivery period.

ii) LIQUIDATED DAMAGES : In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply :-

- | | | |
|---|--|-------|
| a) | Delay upto one fourth period of the prescribed delivery period. | 2.50% |
| | Delay exceeding one fourth but not exceeding half of the prescribed period. | 5% |
| - | Delay exceeding half but not exceeding three fourth of the prescribed period. | 7.50% |
| - | Delay exceeding three fourth of the prescribed Period. | 10% |
| - | | |
| Delay exceeding thereof shall be termed as failure in supply and shall make the supplier liable for liquidated damages, fine, penalty etc. as may be determined by the General Manager, Tilam Sangh Kota. | | |
| b) | Fraction of day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. | |
| c) | The maximum amount of liquidated damages shall be 10%. | |
| d) | If the supplier requires an extension of time in completion of contractual supply he shall apply in writing to the authority, which has placed the supply order. | |
| e) | Delivery period may be extended with or without liquidated damages by the General Manager, Tilam Sangh Kota, if the delay in the supply of goods is on account of some unforeseen circumstances and/or the Federation has not suffered any loss due to such delay. If deemed appropriate, Tilam Sangh may procure the goods from open market at the risk & cost of the Supplier, apart from levying liquidated damages, fine, penalty etc. | |

C. SUBMISSION OF RATE AND PROCEDURE FOR EVALUATING THE TENDER :

- i) The rates are to be filled and uploaded at proper place i.e. in financial bid (BOQ), Part-II of tender.
- ii) Only the basic rate per Sq. Cm. are to be quoted by the bidder, on the basis of which comparison shall be made and contract shall be awarded. This basic rate should be inclusive of all except GST.
- iii) Rates are to be quoted for supply to Kota Project only.
- iv) If because of faulty nature of BOQ, the Comparative chart generated by the system doesn't compare the rate as mentioned at point no. (i), shows any other ambiguity or in any case, **manually prepared Comparative chart shall be final and binding on the bidders.**

D. e-TENDER FEE AND e-TENDER PROCESSING FEE :

e-Tender form fee of **Rs. 1180/-** in the form of **DD/Pay Order** in favour of "**Rajasthan Rajya Tilhan Utpadak Sahakari Sangh Ltd.**", payable at **Kota** and e-tender processing fee of **Rs. 500/-** in the form of **DD/Pay Order** in favour of "**MD, RISL**", payable at **Jaipur**, shall have to be deposited in this office within the scheduled time, as mentioned in the e-Tender notice and the technical bid. e-Tender without appropriate fees as referred above, shall not be accepted. The scanned copies of DDs/Pay Orders are also required to be uploaded at the time of online filling of the technical bid, as mentioned in the check list.

E. (i) TENDER SECURITY (EMD) :

1. An EMD of **Rs. 22,000/-** for General Category and **Rs. 5,500/-** for SSI unit is to be deposited in the form of **DD/Pay order** in favour of "**Rajasthan Rajya Tilhan Utpadak Sahakari Sangh Ltd.**" **payable at Kota**. The DD/Pay order should reach this office i.e. Kota Project of Tilam Sangh up to the scheduled time, as mentioned in the e-Tender notice and the technical bid, whereas its scanned copy is required to be uploaded at the time of online filling of the technical bid, as mentioned in the check list.

(ii) FORFEITURE OF TENDER SECURITY :

The Bid Security will be forfeited in the following cases :-

- ii) When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
- iii) When tenderer does not execute the agreement if any, prescribed within the specified time.
- iv) When he does not deposit the performance security after the work/supply is awarded to him.
- v) When he fails to commence the supply of the items as per supply order within the time prescribed.
- vi) If the bidder breaches any provision of code of integrity prescribed for bidders specified in Act and Chapter VI of these rules.

F. (i) 1. AGREEMENT AND PERFORMANCE SECURITY

- i) Successful tenderer will have to execute an agreement in the Form 17 within a period of **07** days of receipt of Letter of Acceptance and deposit performance security equal to **5%** of the value of stores for which tenders are accepted. The Bid Security at the time of tender will be adjusted towards performance security amount. The performance security amount shall in no case be less than Bid Security. Tilam Sangh will pay no interest on the Performance Security.
 - ii) The forms of performance security money shall be as below:-
Bank Draft/ Bankers' Cheque/ Electronic Fund Transfer.
 - iii) The performance security money shall be refunded within one month of the final supply of the items as per purchase order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the tenderer.
2. i) Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration and prescribed [deleted] in original form the Director of Industries or a Photostat copy of a copy thereof duly attested by any Gazetted Officer, will be partially exempted from Bid Security and shall pay Performance Security at the rate of **1.00%** of the estimated value of tender.
- (ii) Tilam Sangh's undertakings will be exempted from furnishing security amount.

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

- i) When any terms and conditions of the contract are breached.
 - ii) When the tenderer fails to make complete and timely supply satisfactorily.
 - iii) To recover any kind of loss or recovery.
- Notice of reasonable time will be given in case of forfeiture of performance security deposit. The decision of the General Manager Tilam Sangh, Kota in this regard shall be final.
- (iii) The expenses of completing and stamping the agreement shall be paid by the tenderer original agreement shall be retained with Tilam Sangh.

G. PAYMENT TERM :

- (i) Payment shall be released within 30 days on receipt of material, bill and other documents if required, subject to approval of quality by the plant authorities. Advance payment will not be made in any case.
Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in proper form by the tenderer to the General Manager, Tilam Sangh Kota in accordance with G.F. & A.R. all remittance charges will be borne by the tenderer.
- (i) In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.
- (ii) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

H. VALIDITY OF OFFER :

Your offer (Bid) shall be valid for acceptance for a period of 60 days from the date of opening of financial bid. Once accepted, the rates shall be valid for a period of one year from the date of agreement.

I. QUANTITY :

(i) Purchase order for the quantity required shall be placed by General Manager of both the projects of Tilam Sangh from time to time in reasonable lot. In case quantity supplied by the supplier is in excess of the quantity referred in the purchase order, respective GM can accept the quantity supplied in excess of quantity referred in Purchase Order at the rate referred in the purchase order or the rate prevailing on the date of delivery of such excess quantity whichever is less.

(ii) **RIGHT TO VARY QUANTITY:**

- (A) At the time of award of contract, the quantity of goods, originally specified in the bidding documents may be increased, but such increase shall not exceed 50% of the quantity specified in the tender documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the bidding documents.
- (B) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the tender documents.
- (C) Repeat orders for extra items or additional quantities may be placed 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 50% of the value of goods of the original contract.
- (D) If the General Manager Tilam Sangh, Kota does not purchase any of the tendered articles or purchases less than the quantity indicated in the Tender Form, the tenderer shall not be entitled to claim any compensation.

In nutshell, we reserve the right for purchase of lesser quantities as tendered or no purchase, in accordance to the rule no. 73 of Rajasthan Transparency in Public Procurement Act. The tenderers shall have no claim with regard to the quantity to be purchased.

J. ESSENTIAL CONDITION:

The tenderer should necessarily be registered under GSTIN, for which he is required to upload a self certified copy of valid registration with the technical bid, as mentioned in the check list, failing which the technical bid shall be rejected.

General Manager
R.R.T.U.S.S.Ltd. (Tilam Sangh)
Kota Project, Kota

GENERAL TERMS & CONDITIONS

- 1 The tenderer shall have to carefully study and understand the conditions, specification and technical requirements of the **material** to be supplied. If he has any doubt about the meaning of any term, condition or specification etc., he should refer to the General Manager and get clarification. The decision of the Project regarding interpretation of the conditions shall be final and binding on the tenderers.
- 2 **Financial Bid, of only those bidders, who qualify the technical bid i.e. who have uploaded the scanned copies of required DDs/Pay Orders and other relevant documents required as per the check list (Annexure-G) and have deposited the DDs/Pay Orders in this office up to the scheduled time, shall be opened.**
- 3 This tender shall be governed by the rules of Rajasthan Transparency in Public Procurement Act 2012.
- 4 **GST Registration :** The manufacturer/supplier should necessarily be registered under GST, the registration no. of which shall be quoted in the tender document, wherever applicable. **Self certified copy of registration under GSTIN is also required to be uploaded with the other documents of technical bids, in lack of which the technical bid shall be rejected.**
- 5 The tenderer shall not sublet the supply awarded to him.
- 6 The tenderer shall be responsible for packing & forwarding, loading/handling and transportation of material to our projects. All losses occurred, in this process, shall be in supplier's account.
- 7 The successful tenderer shall have to supply the material within the specified time schedule as mentioned in the tender document/PO. In case, he fails to do so, the project shall be at liberty to get the supply from any other agency at the risk and cost of the tenderer.
- 8 In case the supply of the material is found to be sub standard or not as per the norms/specification, it shall be rejected and the PO shall be cancelled by forfeiting SD (Security Deposit), which shall be acceptable to successful bidder.
- 9 Prior to loading the scanned copies of technical bid and other documents at the time of filling the online tender it is to be ensured by the tenderer that each page has been signed by them, towards its acceptance.
- 10 If the successful tenderer fails to supply the material as per technical bid, the project shall be at liberty to arrange the same either by inviting fresh tenders or by any other alternative means, at the risk and cost of the successful tenderer.

11. The project reserves the right to accept any tender. It is not necessary that lowest quoted rate be accepted. The PO may be awarded in part or full, as per our requirement.
12. In case, the legal proceedings are felt to be required by the tenderer or the project, the same shall be dealt at the Kota jurisdiction only.
13. In case, the supply is delayed due to some reason or the other, the liquidated damages for delay shall be imposed, that shall be acceptable to tenderer.
14.
 - (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Order.
 - (ii) **Liquidated Damages :** In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of the following percentages of value of the stores which the tenderer has failed to supply.

a) (i) Delay up to one fourth period of the prescribed delivery period	2.5%
(ii) Delay exceeding one fourth but not exceeding half of the prescribed period	5%
(iii) Delay exceeding half but not exceeding three fourth of the prescribed period	7.5%
(iv) Delay exceeding three fourth of the prescribed period	10%
 - b) Fraction of a day in reckoning period of delay in supplies shall be eliminated, if it is less than half a day.
 - c) The maximum amount of liquidated damages shall be 10%.
 - d) If the supplier requires extension in time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - e) Delivery period may be extended with or without liquidated damages if the delay in supply of goods is on account of hindrances beyond the control of the tenderer.
15. **Recoveries :** Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier alongwith amount of liquidated damages shall be recovered from his dues and Performance Security available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
16. If a tenderer imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to summarily rejection. In any case, none of such conditions will be deemed to have been accepted, unless specifically mentioned in the letter of acceptance of tender issued by the General Manager.

17. (i) Any change in the constitution of the firm, etc., shall be notified forthwith by the contractor in writing to the General Manager, Tilam Sangh Kota and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- (ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to avoid by all its terms, conditions and deposit with the General Manager, Tilam Sangh Kota a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
18. **Price Preference :** In case of same quoted rates, preference shall be given to the Manufacturer over a trader and to the manufacturer of Rajasthan, in case of two or more manufacturers.
19. **Specifications :**
 - (i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
 - (ii) The supply of articles marked with asterisk/at serial number, shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the General Manager, Tilam Sangh Kota /Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderers.
 - (iii) **Warranty/Guarantee Clause :** The tenderer would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of days/months from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of days/months, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the General Manager, Tilam Sangh Kota in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods stores/articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The tenderer shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the General Manager, Tilam Sangh Kota , otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the General Manager, Tilam Sangh Kota in that behalf under this contract or otherwise.

- (iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.
- (v) In case of machinery and equipment specified by the General Manager, Tilam Sangh Kota the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tender shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the General Manager, Tilam Sangh Kota who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

20. Inspection :

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

21. **Drawl of Samples :** In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorized representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.

22. **Testing Charges :** Testing charges shall be borne by the Tilam Sangh. In case urgent testing is desired to be arranged by the tenderer or in case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the tenderer.

23. Rejection :

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

24. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection, after such which General Manager, Tilam Sangh Kota shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk & on his account.
25. The contract for the supply, can be repudiated at any time by the General Manager, Tilam Sangh Kota , if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.
26. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.
27. **Insurance :** The goods will be delivered at the destination godown in perfect condition. The supplier if he so desires, may be insure the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot, etc.). The insurance charges will be borne by the supplier and Tilam Sangh will not be required to pay such charges, if incurred.
28. The tenderer shall furnish the following documents at the time of execution of agreement:-
 - (i) Attested copy of Partnership Deed in case of Partnership Firms.
 - (ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
 - (iii) Address of residence and office, telephone numbers in case of sole Proprietorship.
 - (iv) Certificate of Incorporation, Registration issued by Registrar of Companies in case of Company.
29. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
30. All legal proceedings, if necessary arise to institute may by any of the parties (Tilam Sangh or Contractor) shall have to be lodged in courts situated at Kota and not elsewhere.
31. The successful bidder has to allow set off of the CGST/ SGST already paid by him on the raw material used.

- 32. The successful tenderer is required to deposit a security amount equivalent to 5.00% of the tender value (1.00% in case of SSI unit), in our account, immediately after getting declared successful, by way of DD/Electronic Fund Transfer. The total security amount shall be released after successful completion of supplies/work. No interest shall be payable on that, which may please be noted.**
- 33. This agreement shall remain in force for a period of one year from the date of signing the Agreement unless terminated. General Manager, Tilam Sangh, Kota reserve the right to terminate the Agreement by giving 15 days notice to the tenderer with or without assigning any reason. General Manager, Tilam Sangh, Kota has the right to vary quantity as per the provision given in the RTPP Act Under Section 73 of Rajasthan Transparency in Public Procurement Rule of 2013 at the same terms and conditions as referred above if agreed mutually.**

General Manager
R.R.T.U.S.S.Ltd. (Tilam Sangh)
Kota Project, Kota

Annexure-1

SPECIFICATION OF CORRUGATED BOXES

(PART-I)

SPECIFICATION:

Corrugated boxes should be of 5 ply semi craft paper 120 GSM duly printed with two colour as per our design and logo & should have single joint only. Bursting strength 10 Kg. per sq.cm. compression strength 240 Kg./sq.cm. (minimum), lap width 40mm adhesive starch based, style RSE type style ISI-6481-1971. Flap should not crack at the crease when bent through 90 degree inside or outside. The testing of corrugated boxes shall be carried out as per IS:2771-1990 (part-I) IS:7028 (part-9), 1987 and IS:1060 part first and second and partition 3 ply 80 GSM semi craft paper.

CORRUGATION : 130 to 140 in one meter length.

NORMS:

1. BURSTING STRENGTH:

- i) Full rate if the material is as per minimum strength specified.
- ii) Prorate price reduction if the bursting strength is upto 95% of the specified strength.
- iii) Reduction in price at double the prorate rate if the strength comes from 95% to 90%.
- iv) Rejection if the bursting is found less than 90% of the specified strength.

2. COMPRESSION STRENGTH:

- i) Full rate if the material is as per minimum strength specified.
- ii) Prorate price reduction if the compression strength is upto 92.5% of the specified strength.
- iii) Reduction in price at double the prorate rate if the strength comes from 92.5% to 85%.
- iv) Rejection if the bursting is found less than 85%.

AREA CALCULATIONS: The formula for working out of surface area of box shall be as under:

$$(Width + Height) \times \{2(Length + Width) + 4cm\}$$

The boxes should not crack on foldings.

The printing on boxes shall be uniform, legible and attractive and shall be in 2 colour. The design and colour shall be as per the specifications of the Federation. Sizes shall be indicated in the purchase order to be placed from time to time.

SPECIFICATION OF CORRUGATED BOXES

(PART-II)

Specification of Top/Bottom Corrugated Flap for 15 Kg. Tin 3 Ply - 100 GSM- Any Paper. Semi Craft - 5/6 Kg. BS

TOP

Size of Cover	-	310 mm X 310 mm
Size of Eye (Rectangle)	-	100 mm X 65 mm
To be Fitted on Tin	-	Top- having
Cross-section	-	238 mm X 238 mm

To be Printed in single colour as per approved design of Tilam Sangh.

BOTTOM

Size of Cover	-	310 mm X 310 mm (0.0961 Sq.M.)
To be creased to fit on the Bottom of Tin having cross-section	-	238 mm X 238 mm

To be Printed in single colour as per approved design of Tilam Sangh.

Form of Bid-Securing Declaration

Date :

Bid No. :

Alternative No. :

To :

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) If we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

In the capacity of:-----

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the **Joint Venture** that is submitting the bid.]

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

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

Conflict of Interest:-

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of Bidder

Place :

Name :

Designation

Address

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is The Managing Director, Tilam Sangh Jaipur.

The designation and address of the Second Appellate Authority is The Administrator, Tilam Sangh 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 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 authorized representative.

(6) Fee for Filing Appeal :

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

(7) Procedure for Disposal of Appeal :

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

FORM No. 1
[See Rule 83]

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

Appeal No. of

Before the

1. Particular of the appellant :

(i) Name of the appellant :

(ii) Official address, if any :

(iii) Residential address :

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

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act
By which the appellant is aggrieved :

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

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

6. Ground of appeal :

.....

.....

..... (Support by an affidavit)

7. Prayer :

.....

.....

Place

Date

Appellant's Signature

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.

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 case the quantity may be divided between the bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in **Annexure D** that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

General Manager
R.R.T.U.S.S.Ltd. (Tilam Sangh)
Kota Project, Kota