



**Deputy Director Office, Social Justice And Empowerment Department, Kota  
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**Updated short time e-bid document for supply of specified commodities (Food grains and others) to hostels of Social Justice & Empowerment Department on rate contract basis for period of academic year 2021-22 & 2022-23**

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**SHORT TIME NOTICE INVITING e-BID (Nle-B No. 02/2021-22)****For Hostels under SJED All over Kota**

Sealed Single Stage, Two-envelopes unconditional online e-Bid for annual rate contract for academic year 2021-22 & 2022-23 are invited on behalf of the Governor of Kota for the procurement and supply of specified commodities (Food grain and others) from the Producers/Manufacturers/ Wholesalers/ Suppliers registered under relevant Acts/Rules for providing such items, as per Bidding scheduled given below.

S.No	Details of Commodities	Estimated Total cost for one year	e-Bid Security (EMD) (in lakh)	e-Bid Fee (in Rs)	Processing Fee (in Rs)
1.	Door-to-Door supply of Specified Commodities (Food Grains and others) at <b>Hostels</b> under Social Justice and Empowerment Department Govt. of Rajasthan all Kota.	80 Lakhs	50 रुपये के स्टाम्प ड्यूटी मय 30 प्रतिशत सरचार्ज के स्वीकार्य होगा।	1000/-	500/-

**Bidding Schedule**

Sr.No.	Subject	Date	Time
1.	e-publishing Date	08.10.2021	6.00 PM
2.	Document Download Start Date	11.10.2021	6.00 PM
3.	Document Download End Date	29.10.2021	2.00 PM
4.	e-Bid Submission End Date	29.10.2021	2.30 PM
5.	Submission of e-Bid fee, Bid processing fee and Bid security in physical form.	29.10.2021	3.30 PM
6.	Submission of 37 sealed samples of each Specified Commodities	29.10.2021	3.30 PM
7.	Technical e-Bid Opening Date	29.10.2021	4.00 PM

1. Place of delivery(FOR) of food items shall be each hostel run by SJED situated in various districts Kota.
2. Purchase preference as per detail instructions to Bidders/terms and conditions shall be admissible in evaluation of Bids and award of contract.
3. The e-Bid is for a rate contract for academic session 2021-22 & 2022-23.
4. Bidding document may be seen and downloaded from the website of State Public Procurement Portal, <http://sppp.Kota.gov.in> or e-Procurement Portal <http://eproc.Kota.gov.in>, from <http://sje.Kota.gov.in>.
5. e-Bid validity is 90 days from the submission deadline.
6. Since the Bids have been invited electronically, the procedure for submission of e-Bid including digital signed copy of document related with payment of price of Bidding document, processing fee, e-Bid security, etc. shall be as provided on the State e-Procurement Portal along with E-e-Bid <http://eproc.Kota.gov.in>.
7. e-Bid received after the specified time and date shall not accepted and opened.
8. All the documents related with e-bid processing fee, e-bid fee and bid security has to be submitted physically in an sealed envelopes to AD hostels in the office of the Deputy

Director, Social Justice & Empowerment Department, Kota on or before date and time mentioned in Nle-B.

9. The e-Bids shall be opened on the date & time as mentioned above, in the presence of the Bidders of their representatives who wish to be present.
10. Bidder who wishes to participate in the e-Bid, will have to register on <http://eproc.Kota.gov.in> Bidder will have to procure digital signature certificate(DSC) as per Information Technology Act 2000 and amendments, to participate in online e-Bid.
11. The procuring Entity is not bound to accept the lowest e-Bid and may reject any of all e-Bids without assigning any reason thereof.
12. The details of the hostels run by SJED are appended with bidding document.

नोट:—राजस्थान सरकार वित्त (GF&AR) विभाग के पत्रांक एफ 2(1) वित्त/ जीएण्ड—एसपीफसी/2017 जयपुर दिनांक 23.12.2021 के अनुसार धरोहर राशि राजस्थान स्टाम्प अधिनियम 1998 की धारा अनुच्छेद 4 के अनुसार घोषणा पत्र(Declaration) पर राशि 50 रु. के स्टाम्प ड्यूटी देय है तथा स्टाम्प ड्यूटी की राशि पर नियमानुसार 30 प्रतिशत सरचार्ज देय होगा।

**Deputy Director**  
**Social Justice and Empowerment Department**  
**Kota**

## ई-बिड (e-Bid)

### e-Bid form for Supply of Specified Commodities (Food Grains and others) to Social Justice and Empowerment Department all over Kota on Rate contract Basis for Period of academic year 2021-22

#### **Important detail about required fee & Bid security**

<b>Sr. No.</b>	<b>Required fee and Bid security</b>	<b>Amount in Indian Rupees.</b>	<b>In favour of</b>
1	e-Bid form Fee	Rs. 1000/- (Non-Refundable)	Deputy Director, SJED
2	RISL Processing Fees	Rs. 500/- (Non-Refundable)	MD, RISL
3	Bid Security 2% of approx value of e-Bid	50 रुपये के स्टाम्प ड्यूटी मय 30 प्रतिशत सरचार्ज के स्वीकार्य होगा।	Deputy Director, SJED

**Deputy Director  
Social justice & Empowerment Department,  
Kota**

**Instructions to Bidders for online submission of updated short time e-bid for supply of specified commodities (Food grains and others) to hostels of Social Justice & Empowerment Department on rate contract basis for period of academic year 2021-22**

1. The Bidders who are interested in bidding can download e-Bid Documents from <http://eproc.Kota.gov.in>
2. Bidders, who wish to participate in this e-Bid, will have to be registered on <http://eproc.Kota.gov.in>. To participate in online tenders, Bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic e-Bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, safe-crypt, (n) code etc. or Government of Kota, e-procurement Cell, Department of IT&C, Government of Kota for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate. For new Digital Signature Contact No. 0744-2325491 email: [eproc@Kota.gov.in](mailto:eproc@Kota.gov.in), Address: e-procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Kota.
3. Bidder will submit their offer on-line in electronic formats both for technical and financial proposals; however physical form of DD/Banker Cheque/B.G. for e-Bid fees, processing fees and e-Bid security should be submitted manually/registered post to AD Hostel in the office of tendering authority (Deputy Director SJED, Kota) before scheduled date & time as mentioned in NieB. Scanned copy of DD should be uploaded along with the online e-Bid.
4. Before electronically submitting the tenders, it should be ensured that all the documents required for e-Bid proposals including conditions of contract (e-bid document) are digitally signed by the Bidder.
5. Training for the Bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.
6. Bidders are also advised to refer "Bidders manual" available under "Download" section for further details about the e-tendering process.
7. The prospective bidders if they so desire to participate in the e-Bid to clarify the doubts in respect of bidding document may participate in pre-e bid meeting with valid copy of document related with e-bid fee. Prospective Bidder may submit their doubts in the desired format in e-bid **(annexure- B )**
8. All Bidders are advised not to wait till last date and are advised to submit their tender/e-Bid at the earliest. The SJED will not be responsible for any last minute rush in website. No extension in deposition of Tender/e-Bid will be allowed.
9. Bidders will have to submit the documents in the "cover" as per the following order:-  
**(A) Technical e-Bid Cover-**

(a) In the Fee Cover (in PDF format)

Sr. no.	Detail of document	Page no. (To be filled by bidder)
a.	Scanned copy of DD/ Banker's Cheque for e-Bid fee in favour of " Deputy Director SJED ", payable at Kota.	
b.	Scanned copy of DD/Banker's Cheque /Bank guarantee for e-Bid security in favour of " Deputy Director SJED.", payable at Kota.	
c.	Scanned copy of DD/Banker's Cheque for processing fees in favour of MD , RISL payable at Kota	

(b) In the Technical document cover (in PDF format) –

Sr. No.	Particulars of document	Valid copy of Required document
1.	Prospective Bidder should be a proprietor firm/company/partnership firm (Joint venture not allowed)	1- Registration under Kota shops and commercial Act. 1958/ Company Act. 1956 & 2013/The Indian partnership Act. 1932
2.	Bidder should have executed similar nature of work (Door-to-Door supply of Specified Commodities at Central/State Government Department/PSU of minimum value of Rs. 33% on tender cost in any one three immediate financial years (2018-19, 2019-20, 2020-21).	33% on tender cost
3.	Minimum average annual turnover of Rs. 27 Lakh of last three financial years (2018-19, 2019-20, 2020-21).	Copy of CA certificate/ audited balance sheet
4.	Copy of PAN card and GST Registration	1- Copy of PAN card 2- Copy of GST Registration
5.	Declaration regarding black listing and acceptance of Terms & Conditions of e-Bid	Annexure - L
6.	Technical Undertaking	Annexure- G
7.	Copy of BIDDER'S AUTHORIZATION CERTIFICATE	Annexure - A
8.	Copy of compliance with the code of integrity and no conflict of Interest	Annexure- H
9.	Copy of Declaration by the Bidder regarding Qualifications.	Annexure- I
10.	Copy of Grievance Redressal during Procurement Process.	Annexure- J
11.	Copy of Declarations and Undertaking for monthly & Annually Capacity & Supply commitment.	Annexure- K
12.	List of shop, godown, loading vehicle with capacity/area of unit with legal ownership document/lease agreement/rent agreement	Copy of documents
13.	Declaration letter by Bidder about infrastructure.	Annexure - F
14.	Copy of Pre-STAMP RECEIPT	Annexure- M
15.	Details of bidder	Annexure- C

16	Annual turnover statement.	Annexure- E
17	Technical specification of specified items under relevant Act and law will be applicable.	Annexure- N

**(B) Financial Cover (.xls format)-**

The Bill of Quantity (BoQ) must be uploaded after entering the rate offered for COMBO PACK to SJED in the uploaded BoQ as per enclosed technical specifications of Specified Commodities as per prevailing Act like FSSAI/BIS/ISO/HSCCP etc. of each commodities and amendments from time to time :-

**BoQ shall be first downloaded from the web site and after filling the rates in the BoQ, the same shall be uploaded.**

- Bidders will enter name of the firm on BoQ Only.
- Bidders are requested not to edit or change any item or quantity.

Note:- The financial e-Bids of only those Bidders would be opened and considered, whose e-Bid are found techno commercially qualified as per terms and conditions of tender.



## Details of Bidder

e-Bid Notice No.02/2021-22

dated 29.09.2021

1.	Name of the Firm		
2.	Telephone No.		
3.	Mobile No. Email ID		
4.	Office Address of the Firm/Co.		
5.	Address of the Shop/Office/Godown etc.		
6.	Constitution of the Firm whether Proprietorship/Partnership/Company		
a)	<b><u>In case of Proprietorship Firm</u></b>		
	Name, Father's Name and Residential address of the Proprietor.		
b)	<b><u>In case of Partnership Firm</u></b>		
	Name, Father's Name and Residential address of all the Partners.		
	Note: (Enclose the Registration certificate from the Registrar of Firms or its attested copy/Photocopy of Partnership Deed (attach separate sheet if space is insufficient).)		
c)	<b><u>In case of Company</u></b>		
i)	Regd. No. of the Company		
ii)	Name and address of the Deputy Directors of the company (Attach separate sheet if space is insufficient)		
7.	<b><u>BANK DETAILS OF BIDDER</u></b> Banker's name with branch Account type Account number/IFS Code		
8.	PAN No. of the Bidder		
9.	GST Registration No. of the Bidder. if applicable		
10.	e-Bid security of RS. .... Deposited vide CR No. .... dated ..... Pay order		

	No. .... dated ..... drawn On ..... Name of Bank & branch)		
	*(to be filled by the Office)		
	Signature of the Bidder with Seal (Name)_____ ) (Designation)		

- \* Attach separate sheet for details, where required.
- \* In case of authorized representative signing this document enclose copy of the authority letter.

## General Terms & Conditions of e-Bid & Contract:-

**Important Instruction:-**The Law relating to procurement "The Kota Transparency in Public Procurement Act, 2012"[hereinafter called the Act] and the "Kota Transparency in Public Procurement Rules, 2013"[hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.Kota.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this bidding document, the provisions of the Act and the Rules will be prevail.

### **N.B. :-**

- (a) The objective of the e-Bid is to door to door supply of good quality of following Specified Items in combo pack at remunerative price at Hostels , all over Kota under SJED.

S. No.	Name of Commodity with Brand & Grade	Quantity Unit	Approx. demand per student per month kg./ml./pcs/packet
1	Rice Basmati (Dubar) (Brand Like India gate, Patanjali, Lal Qila, Daawat or equivalent reputed makes)	Kg.	0.800
2	Moth (A grade)	Kg.	0.100
3	Moong (A grade)	Kg.	0.100
4	Kala Chand (A grade)	Kg.	0.100
5	Chhole Chana Kabuli (A grade)	Kg.	0.100
6	Rajma Medium (Jammu)	Kg.	0.200
7	Zeera (Agmark)	Kg.	0.060
8	Moong Dal Chhilka (Agmark)	Kg.	0.450
9	Lal Masur dal (Agmark)	Kg.	0.225
10	Chana Dal (Agmark)	Kg.	0.525
11	Sugar (M-30 Grade)	Kg.	0.500
12	Sugar cane (jaggery) (without chemicals)	Kg.	0.200
13	Edible Oil (pure mustard)(Agmark) (or Tilam brand)	Ltr	0.350
14	Pure desi Ghee (Agmark with dairy brand)	Ltr	0.080
15	Red chilly powder (Agrmak brands)	Kg.	0.150
16	Trumeric Powder (Agrmak brands)	Kg.	0.060
17	Coriander powder (Agrmak brands)	Kg.	0.150
18	Salt (Iodised) (brand name like- surya, tata, ashirvad, patanjali, or equivalent)	Kg.	0.450
19	Poha (A grade)	Kg.	1.200
20	Wheat dalia M grade (Agrmak)	Kg.	0.800
21	Biscuit packet (Minimum 40gm and above) (brand name like- parle, bretania, sunfeast, patanjali, or equivalent)	pkt	05
22	Bathing Soap (125gm and above)(brand name like lux, lifeboy, detol, godrej, liril, hamam, cinthol or equivalent)	pkt	01
23	Washing Soap	A) Detergent Base (200gm and above) ( brand name like: rin, wheel, surf excel or equivalent)	pkt 01

	B) Oil Base (250gm and above)(brand name like: oswal, maharaja, doctor or equivalent)	pkt	01
24	Dish Bar Soap (150gm and above) (brand name like: vim, patanjali, exo, expert or equivalent)	pkt	01
25	Tooth Paste ( Minimum 40gm and above) (non foaming base) (brand name like: dabur, colgate, vicco, patanjali, meswak, Himalaya or equivalent)	Gm	40gm
26	Hair Oil (Mustered) (Agmark) (50ml and above)	ml	50ml
27	Wheat Flour M grade (Agrmak)	kg	17kg

Note: Approximate No. of Hostels district KOTA 24 and Students between 800 to 1345 in Hostels. No. of Hostels and students may be increase or decrease.

**(b)** Bidder should read these terms & conditions carefully and comply to it strictly while submitting their e-Bids. If a bidder has any doubt regarding the terms & conditions and specifications mentioned in the tender notice/catalogue, he should get his doubt clarified during the pre e-Bid meeting at date and time and place informed NIEB. The decision of the Deputy Director SJED kota will be final and binding on the bidder.

## II. THE CLAUSES, TERMS & CONDITIONS ARE AS FOLLOWS:-

E-tenders are invited from Specified items Producers/ Manufactures/Wholesalers/ Suppliers situated in India **for Specified items on rate contract** as per specifications prescribed and for its door to door supply at Central/State Government department/ PSU.

1. Proposal of Joint Venture are not allowed.
2. Bidder should submit last 3 years valid CA certificate/audited Balance Sheet for verification of turnover in annexure-E.
3. Bidder should have executed similar nature of work (Door-to-Door supply of Specified Commodities at Central/State Government department/PSU. Minimum value of Rs.5.00 crore each three immediate financial years (2018-19, 2019-20, and 2020-21).
4. Bidder should submit attested valid copy of PAN CARD & GST Registration Certificate.
5. If successful Bidder is a manufacturer/producer he should possess valid Registration Certificate/License (FSSAI, BIS, AGMARK, ISO, HSCCP) which are required for production and supply of Specified items.
6. Bidder should submit list with name and address of Offices, Shops, Godowns, production unit, packaging plant, loading vehicle with copy of ownership document/lease agreement/rent agreement. Bidder also submit declaration about infrastructure as per Annexure-'F'.
7. Declaration regarding black listing and acceptance of Terms & Conditions of e-Bidder Annexure-'L'.
8. Bidder should submit declaration and undertaking for monthly capacity and supply commitment as per Annexure-'K'.
9. Bidder should submit Pre-Stamp Receipts for refund of e-Bid security money, in case of bidders who are disqualified technically, as per Annexure-'M'.
10. Bidder should submit authorization letter of the person for signing this proposal that will bind Bidder to the proposal and to any contract resulting there from. (If any) Annexure-A
11. Bidder should submit complete e- Bid document with signature on each page.
12. No Bid will be accepted offline after due date & time fixed for receiving for this e-Bid.
13. If the last date fixed for opening of e-Bids in the office is declared to be a holiday, the next working day will be deemed to be the last date for the purpose. The explanation will also apply in relaxation to other dates fixed for any purpose whatsoever.

#### 14. Reservation of the Rights :

- a. SJE Department reserves the right to reject any or all the proposals without assigning any reason thereof.
- b. e-Bids are invited for mostly grocery & consumer items for supply to SJED however if any unforeseen condition arises during bidding process (before finalization of above e-Bids), SJED will be free to fulfill such commitments through separate or alternative arrangements as per SJED business policy. In this regard no objection from bidder will be entertained.

15. Validity of e-Bid offer is 90 days from the last date of submitting of e-Bid.

16. Bidder should have permission/License to Manufacturing/ Production/ Whole selling/retail selling of Specified items as per requirement of concerned Act. and rules.

#### 17. Bid submission

e-Bids will be submitted to Deputy Director SJED kota, through <https://eproc.Kota.gov.in> of Govt. of Kota.

Bidder should file e-Bid duly furnishing the required information as per e-Bid Document.

e-Bids proposal should be strictly in conformity with prescribed terms and conditions. Conditional e-Bid proposals will not accept. Proposals which deviate from these terms and conditions, are liable to be rejected.

Before the last date for the submission of e-Bid, SJED may amend any of the e-Bid conditions, as may be desired and if such an amendment is absolutely necessary and the same will be made available on the website <http://sje.Kota.gov.in/> <http://eproc.Kota.gov.in/> <http://sppp.Kota.gov.in/>.

#### 18. The bidder should submit along with the e-Bids the following certificates for the items:-

- (i) In event of e-Bid being submitted by proprietary firm, e-Bid must be signed by sole proprietor. In event of a partnership firm e-Bid must be signed on its behalf by a person holding a power of attorney authorizing him to do so and in the case of company, the e-Bid must be signed by authorized signatory as the manner lay in the articles of Association.
- (ii) Any change in the Constitution of the Firm/Company will be notified forthwith by the bidder in writing to the Deputy Director SJED kota and such change will not relieve any former member of the Firm/ Company from the liability under the contract. No new partner/partners will be accepted in the Firm by the Bidder in respect of the contract unless he/they agree to abide by all its terms and conditions and submit with the Deputy Director SJED kota a written agreement to this effect. The contractors receipt for acknowledgement or date of any partner subsequently accepted as above will bind all of them and will be sufficient to discharge for any of the purposes of the contract if the Bidders submitting BG as e-Bid Security. The BG should be valid for a period of six months from the date of issue of opening of tenders.
- (iii) All attested documents must be submitted in Hindi or English language. If the documents are not in Hindi or English, they should be translated in Hindi or English & attested by authorized translator. Translated copy along with copy of original document must be submitted.
- (iv) The point of supply will be **Hostels**, under SJED all over the Kota.
- (v) e-Bid will be liable for outright rejection if:-
  - i. Any rates are disclosed in cover-A & B.
  - ii. Any discounts/ special offers are made in cover-A & B.

19. Financial e-Bid duly filled as per Part II giving the rates offered to SJED on COMBO PACK (Supply of Specified Commodities at **Hostels**, under SJED items of different Brands for quoted items should be submitted through portal <https://eproc.Kota.gov.in> of Kota In only format (BoQ). It should not be disclosed in Technical e-Bid.
20. The Bidder will sign the e-Bid form at each page and at the end in token of acceptance of all the terms and conditions of the Bidder and then scanned copy will be uploaded on e-portal **except BoQ**.
21. **WITHDRAWALS, SUBSTITUTION AND MODIFICATION OF E-BIDS:-**  
No e-Bid will be withdrawn, substituted or modified after the last date and time fixed for submission of e-Bids as prescribed in [www.eproc.Kota.gov.in](http://www.eproc.Kota.gov.in)  
(A) Specified items brand, Quality, date and Batch/lot number of Manufacturing/Packing.
22. **SUBMISSION OF SAMPLES & MODIFICATION OF E-BIDS :-**  
(i) Samples of Specified items must be sent free of charge in transparent packing on demand by Deputy Director SJED Kota even though the specifications or descriptions etc. are mentioned in the e-Bid form. No sample will be accepted after the prescribed period. In the event of non submission of samples within the prescribed period on demand, the e-Bid will not be considered.  
(ii) Make and brand of samples should be strictly according to the item quoted in the e-Bid form, failing which these will not be considered. Such samples must be delivered free of charge to the Deputy Director, SJED Kota, or any authorized/designated officer by Deputy Director SJED Kota to be conveyed while placing order. Sample must be submitted duly sealed and marked suitably either by writing on the sample or on a slip or durable paper securely fastened to the sample with the particulars as mentioned below :-  
Specified items brand, quality, date and batch/lot number of Manufacturing/packing.  
(iii) No change in marking of brand on samples will be allowed after the submission of the e-Bid proposal. Samples should be submitted along with separate challan in triplicate. Samples without challan will not be accepted.
23. **OPENING OF TENDERS:-**  
a. The Financial e-Bids of only technically qualified Bidders will be considered. Only the successful Bidders in technical e-Bids are eligible to participate in further proceedings.  
b. Rate offered by the qualified technical Bidders will be taken into consideration to arrive at lowest rate of Combo pack offered by the Bidders' viz. L1, L2 and so on.  
c. The accepted rate is for the supply of contracted quantity in all respects for the quantity tendered. Any request for revision of the rate due to price fluctuations in International and Domestic Markets or for any other reason during the contract period will not be entertained and stand rejected.
24. **BID SECURITY:-**  
a) every e-Bid should be accompanied by Demand Draft/Banker Cheque / Bank Guarantee (The Bidder request to submit the e-Bid security based on type of institutions they are offering institutions i.e. type-1 (**Hostels**), drawn on any Nationalized/ Scheduled Bank in favour of "**Deputy Director SJED Kota**" payable at Kota towards e-BID SECURITY, If e-Bid security in the form of B.G., it should be valid for 6 months and it will be verified from the issuing bank. e-Bids without Security stand summarily rejected. Bidders enclosing cheque also stand summarily rejected. In case of unsuccessful Bidder the e-BID SECURITY will be returned after the successful Bidder executes the agreement. e-Bid Security deposit will not carry any interest.  
(b) e-Bid Security of the successful Bidder may be adjusted towards Performance Security and they should deposit the balance Performance Security in the form of

B.C./D.D./B.G. in favour of “Deputy Director SJED Kota” payable at Kota from any Nationalized / Schedule Bank.

- (c) The e-Bid Security of unsuccessful Bidder will be refunded soon after finalization of the e-Bid. Bidder has to produce a Pre-Stamp Receipt as per Annexure-N with the e-Bid document.
- (d) In lieu of e-Bid security, a e-Bid securing declaration shall be taken from departments of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the state Government and Government undertakings of the central Government.
- e) The e-Bid Security Deposit lying with the SJED in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards e-Bid Security for the fresh tenders.
- (f) No interest will be paid on e-Bid Security by the SJED.
- (g) The e-Bid security will be forfeited in the following cases:
  - I. When Bidder withdraws or modifies the offer after opening of tenders.
  - II. When Bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the Bidder.
  - III. When Bidder violates any Terms & Conditions of the e-Bid document.
  - IV. If the Bidder, breaches the Code of Integrity then action will be taken as per Clause 11 of the Act & Rule 82.

25. **RATE OFFERED:-**

- a) The rate for Combo Pack of Specified items **per student per month at all over Kota by Door to Door supply at Hostels** inclusive of cost of all items with all duties, taxes, cess , octroi etc. Applicable at that time, if any, transit insurance, including the transportation loading and unloading charges, as per Annexure- N, O and will not be quoted in fraction of paisa. The Bidders should quote their rate in the BoQ “Schedule of Rates”. The rates will be quoted in the figures and words both, if any discrepancy is found in the figures and words rates quoted in words will treated valid. Bidder will not be allowed to correct such mistake after opening of the e-Bid.
- b) The department has asked for e-Bids for two types of institutions viz hostels/ residential schools). A bidder may e-Bid for all the two types of institutions. However he will have not have provide separately for each group in BoQ. It is also clarified that price e-Bids shall be evaluated for whole group.
- c) The rate quoted will be in Indian Rupees and would be in force for the entire contract period. SJED is not responsible for any fluctuation of prices either in International Market or Domestic Market and no request or representation for revision of rate will be permissible. However, down revision will be in conformity with price fall clause (Clause No. 54).
- d) Based on the rates received, SJED reserves the rights to award supply of contract to one or more Bidders and the same would be final and binding on all the Bidders.
- e) Rates quoted must be separately written as per the requirements of the e-Bid form and should include all statutory taxes, duties, octroi and cess etc.

26. **DETERMINATION OF LOWEST BIDDER:**

- a) The lowest Bidder shall be determined on the basis of price e-Bid. Price e-Bid shall be evaluated on the basis of e-Bid given for a combo pack separately (i.e. Price e-Bid for Hostels/residential school,). The price so given shall be inclusive of all type of taxes (inclusive of cost of packing (as per packaging & labeling Act), Customs Duty, Excise Duty, Education Cess, Additional Cess, Entry Tax and any other statutory Taxes applicable from time to time, if any transit insurance, including the transportation loading and unloading charges, GST to the specified destinations all over Kota)

- b) In case Deputy Director SJED Kota opt for entering into RC with more than one bidder, then initially L2 bidder will be extended opportunity to match L1 rate, as above, on refusal by L2 bidder , then to L3 bidder & so on.
- c) NEGOTIATIONS: Negotiations may be conducted with the lowest bidder only. In case of non-satisfactory achievement of rates from lowest bidder, Deputy Director SJED Kota may choose to make a written counter offer to the lowest bidder and if this is not accepted, Deputy Director SJED Kota may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest bidder, then to the third lowest bidder and so on in the order of initial bidding, and work order be awarded to the bidder who accepts the counter offer.
- d) In the case, when the quotations given by the bidder during negotiations is higher than the original quotation of the bidder then the bidder will be bound by the lower rate originally quoted by the bidder.
- e) In case of negotiations, representative of the bidder attending negotiations must possess written authority from the bidder to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.
- f) In the event the SJED does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or SJED may take any other suitable action as deemed fit looking to the exigency of the work.

**27. SPECIFICATIONS:-**

- a) Only good quality of Specified items and brands strictly conforming to FSSAI/AGMARK/BIS/ISO/HSCCP & any other prevailing law commodity wise details at Annexure-'N' will be supplied to Hostels , under SJED all over Kota.
- b) Stocks not conforming to specifications stand summarily rejected and it is the responsibility of the supplier to lift back the rejected stock immediately. In the event of any of the samples taken found to be substandard, harmful, adulterated etc. as the case may be the concerned supplier firm will be wholly responsible for that. The Bidder/Supplier will have to face the prosecution proceedings, if any and have to defend the cases themselves in the concerned Courts. Further the Bidder will have to immediately replace the entire stock of substandard/adulterated items at their own cost and liable to pay any type of compensation as decided by competent authority/court.
- c) The samples of the lowest Bidder (L-1) may be sent for analysis to NABL accredited labs or any other govt. labs to verify quality and cost of it will deduct from payment of that bill.

**28. PACKING OF SPECIFIED ITEMS:-**

Specified items will be supplied in appropriate net weight packing. Brand/Name/Logo format will be approved by the SJED if required and will be printed in multi color by the Specified items supplier on standard packs as permissible by law of country and state. Packing material will be as per the design approved by the SJED and it will have to be got approved from the SJED before commencement of delivery at Hostels.

The approved supplier will have to furnish a certificate for the Environmental Laws from the Indian Institute of Packaging, Kolkata. The poly pack should have following characteristics:

The Texture of poly film should be homogeneous, clean, transparent and without any hole.

**29. DURATION AND PLACE OF DELIVERY:-**

The successful bidder will have to compulsorily supply ordered quantity of Specified items as per specifications in the period of 7 days. The supplier will have to make arrangements accordingly for different places all over Kota.



30. **FURNISHING INFORMATION:-**

- a) The supplier will have to provide details of their packing/blending Shop/Go down/Office/Vehicle/Human Resources.
- b) The successful bidder will have to provide details of rates of each specified items in the combo pack as per annexure 'P'.

31. **ACCEPTANCE OF STOCKS:-**

- (a) Random samples will be taken by SJED or agencies/officer so authorized by the SJED so as to ensure that the quality of Specified items supplied is as per approved specifications. The testing charges of randomly drawn samples will be borne by the concerned approved supplier.
- (b) SJED will not take any responsibility or otherwise regarding the stocks once the stocks are rejected.
- (c) Specified items supply will be frequently subjected to quality check and the SJED at its discretion will send samples of any consignment to the NABL laboratory for analysis. In such cases, the result of laboratory will be final.
- (d) The successful Bidder has to inform concern authorized person of each concern destination by telephone, SMS, e-mail before commencing delivery and take receipt of goods delivered from authorized person of Hostel under the SJED.
- (e) The successful Bidder has to produce copy of goods receipt counter signed by District Level Officer of SJED.
- (f) The successful Bidder will provide one sample kit in each hostel and will replace the same in every four months on F.O.C. basis.
- (g) The supplied items must bear expiry date of at least four months after the date of supply.
- (h) The district level/principal level Committee will check the quality as per approved sample and quantity of items of supply before taking of delivery.

32. **QUALITY ASSURANCE:-**

The Bidder will have to ensure that the quality of supply of specified items strictly conforms to the specification prescribed under FSSAI/BIS/AGMARK/HSCCP and other relevant law in force as per Annexure-'N'. **In the event of any of the samples taken by any Govt. agencies/regulatory agencies or any officer authorized by SJED. to do so found to be substandard, harmful, adulterated etc. as the case may be, the concerned supplier will be wholly responsible for that.** The Supplier will have to face the prosecution proceedings, if any and have to defend the cases themselves in the concerned Courts.

33. **INDEMNIFICATION:-**

The Bidder shall indemnify the **SJED** against all claims which may arise in supply of inferior, unsatisfactory and low quality of Specified items not conforming to prescribed specifications. The bidder will have to replace the inferior, unsatisfactory and low quality commodities within seven days. **If failure in supply then purchase officer shall be free to arrange for the urgent required Items from alternative sources and the extra cost incurred shall be recoverable from the Supplier.**

34. **PACKAGING AND LABELING CONDITIONS:-**

The Successful manufacturers/suppliers will have to comply with all the provisions and direction given of Packaging & Commodities Act/ Food Safety & Standards (Packaging & labeling) Regulations, 2011 and amendments time to time will have to invariably mention all the relevant details viz. Name of the manufacture, Date of manufacturing, Batch/Lot No., MRP, Best before use, Nutritional Value, Logo etc. over the Specified items. Successful Bidder will have to stamp **SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT** name

along with **Not for Resale** caption on supplied items and packing material both with at least **40% visibility** on display part.

**35. GUARANTEE CLAUSE:-**

The Supplier will give guarantee that the goods supplied would continue to conform to the description and quality as specified as per technical specifications from the date of delivery of the said goods to be supplied and that notwithstanding the fact that the SJED may have inspected and/or approved the said goods as per technical specifications, the said goods be discovered not to conform to the description and quality as aforesaid/ or have determined and the decision of the SJED in that behalf will be final and conclusive .

**36. INSURANCE:-**

The goods will be delivered at the destination in perfect condition. The Supplier if so desires may insure valuable goods against loss by theft, destruction or damages by fire, floods, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the Suppliers and the SJED will not be required to pay any such charges, if incurred.

**37. Inspection and testing:-**

(i) The material will be supplied according to specifications provided at Annexure-'N' and may be inspected by the authorized officers/officials of Government of Kota. In case of FSSAI/BIS/ISO/AGMARK/HSCCP Items, inspection will be strictly as per relevant Act. Specifications with latest amendments which have been made applicable by FSSAI/BIS/ISO/AGMARK/HSCCP at the time of inspection. The inspection and testing of the material may be got done by any inspecting agency at premises of manufacturing, processing, packaging and storage units of the Supplier or at store of supply point at any time (Hostels and Residential schools). The Supplier will provide all facilities for above inspections free of cost. Cost of testing fee will be born by the supplier.

(ii) Inspection at supply point - A committee constituted by Deputy Director, SJED may inspect the supplied material within 7 days (excluding holiday) after supply of goods to ensure that the material is accordance with the specifications, weight and terms and conditions laid down in rate contract. Report may be send within 7 working day to concern DLO for processing of payment.

(iii) In case of doubts in any specific test, same may be got conducted in any NABL laboratory. If the material is found below specifications or defective, hostel warden/principal will not accept the material and will notify the defects to the firm. Hostel warden/principal will also simultaneously ask the firm for removal of defect/replacement or refund of its cost as the case may be. The firm will be bound to replace the defective goods after inspection or remove defects as desired by the hostel warden/principal.

**38. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:-**

- a. The quantity mentioned in the e-Bid is the minimum approximate quantity that the Bidder will have to compulsorily supply to specified destination.
- b. If the purchaser does not want to receive supply of any item/items of combo pack due to change in circumstances, the Bidder will not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- c. However, the Bidder is bound to supply up to the minimum quantity indicated by him in e-Bid document, considering the total production/trading capacity & capacity dedicated to purchaser. Moreover, the actual supply beyond e-Bid quantity may be made keeping in view the supply commitment of Bidder to purchaser.
- d. 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 will not be more than 50% of the value of goods of the original contract and will be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity will be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred will be recovered from the supplier.

Purchaser does not guarantee any volume of quantity at any given time and the decision of purchaser in this regard would be final, binding on the Bidders and will not be called into question by any Bidder. purchaser reserves sole discretion in the matter.

**39. SECURITY DEPOSIT (PERFORMANCE SECURITY):-**

Performance security shall be solicited from the successful bidder except the department's of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The amount of performance security will be 2% of estimated value of e-Bid. Other conditions regarding performance security will be same as mentioned in the rule 75 for e-Bid Security.

a) Successful Bidder should submit Performance Security with in fifteen days from the date of acceptance of e-Bid in the form of :

(i) Demand Draft/Banker cheque in favour of Deputy Director SJED, KOTA payable at KOTA from any Nationalized/Schedule Bank.

or

(ii) Bank Guarantee/s of a Scheduled Bank. It will be got verified from the issuing Bank. Other conditions regarding Bank Guarantee will be same as mentioned in the rule 42 for e-Bid Security.

or

(iii) Fixed deposit receipt (FDR) of a Scheduled Bank. It will be in the name of Deputy Director SJED, KOTA on account of "the approved supplier", and discharged by the "the approved supplier", in advance. SJED will ensure before accepting the Fixed Deposit Receipt that "the approved supplier", furnishes an undertaking form the Bank to make payment/ premature payment of the fixed deposit receipt on demand to the SJED without requirement of consent of "the approved supplier", concerned. In the event of forfeiture of the performance security, the fixed deposit will be forfeited along with interest earned on such fixed deposit.

As security for the due performance of the aforesaid agreement which has been formally transferred to the SJED.

Performance Security furnished in the form specified in clause (ii) & (iii) of sub-rule (3) will remain valid for a period of six months beyond the date of completion of all contractual obligations of "the Bidder", including warranty obligations and maintenance and defect liability period and should be extendable on request of SJED.

(iv) The Security Deposit will be refunded to the Supplier upon successful completion of the agreement and on production of "No Demand Certificate" from the Deputy Director SJED.

(v) No Interest will be paid on the Performance Security by the SJED.

**40. FORFEITURE OF PERFORMANCE SECURITY:-**

Security amount, in fully or partly, may be forfeited in the following cases:

(a) When any terms and conditions of the contract are breached.

(b) When the Bidder fails to make supply satisfactorily.

Notice of reasonable time will be given in case of forfeiture of Security Deposit. The decision of the Deputy Director, SJED in this regard will be final.

**41. CORRECTION OF ARITHMETIC ERRORS:-**

Provided that a financial e-Bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial e-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 will prevail and the total price will 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 will govern and the unit price will be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the sub totals will prevail and the total will be corrected; and.
- (iii) If there is a discrepancy between words and figures, the amount in words will prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures will prevail subject to clause (i) and (ii) above.

If the Bidder that submitted the lowest evaluated e-Bid does not accept the correction of errors, its e-Bid will be disqualified and its e-Bid Security will be forfeited or its e-Bid securing declaration will be executed.

**42. TERMINATION OF CONTRACT ON BREACH OF CONDITIONS:-**

- a) In case the Supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it will be lawful for the SJED to forfeit the amount deposited by the supplier as security deposit and cancel the contract without one month's notice.
- b) SJED reserves the right to terminate without assigning any reasons there for the contract/agreement, either wholly or partly, by giving one month's notice to the Supplier. The Supplier will not be entitled for any compensation whatsoever in respect of such termination of the contract/ agreement by the SJED.

**43. PRICE FALL CLAUSE:-**

The prices under a rate contract will be subject to price fall clause. The price charged for the Specified items supply under the contract by the successful Bidder will in no event exceed the lowest price at which the successful Bidder sells the Specified items of identical description to any other person in the state during the period of contract.

- a. If at any time, during the said period the contractor reduces the sale price of such Specified items or sells such Specified items to any other person at a price lower than the price chargeable under the contract he will forthwith notify such reduction of sales to the Deputy Director, SJED, KOTA and the price payable under the contract for the Specified items supplied after the date of coming into force of such reduction of sale will stand correspondingly reduced. The successful Bidder will furnish certificate in the manner required by the Deputy Director SJED to the effect that the provision of this clause has been duly complied with respect to supplies made or billed for up to the date of certification.
- b. If at any time during the period of contract, the price of bided items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder will be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.

**44. Correction of Arithmetic Errors:-**

Provided that a financial e-Bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial e-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 will prevail and the total price will 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 will govern and the unit price will be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the sub totals will prevail and the total will be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words will prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures will prevail subject to clause (i) and (ii) above.

If the bidder that submitted the lowest evaluated e-Bid does not accept the correction of errors, its e-Bid will be disqualified and its e-Bid security will be forfeited or its e-Bid securing declaration will be executed.

#### **45. Procuring Entity's Right to Vary Quantities**

The quantity mentioned in the e-Bid is the minimum approximate quantity that the bidder will have to compulsorily supply to specified destination.

- (a) At the time of award of contract, the quantity of Goods, works or service 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 process or other terms and conditions of the e-Bid and the conditions of contract.
- (b) If the procuring Entity does not procure any subject matter of procurement or procure 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.
- (c) 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 will not be more than 50% 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 will be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred will be recovered from the supplier.

#### **46. EXTENSION CLAUSE:-**

The rate contract will be valid for academic year 2021-22 and that may be extended for a period not exceeding three months on same terms, conditions and rates. But extension will not be claimed as a right. It will be solely at the discretion of the SJED.

#### **47. DEBARRING AND RECOVERY OF LOSSES:-**

In the event of failure by the Bidder at any stage of e-Bid process the e-Bid security or performance security or bills of supply will be forfeited apart from cancellation of award of contract and the firm/bidder may be debarred for the said product for a particular period.

#### **48. RECOVERIES CLAUSE:-**

- b. Recoveries of liquidated damages, short supplies, rejected /substandard goods will ordinarily be made from the bills; such amount may also be recovered from any other untied dues & security deposits available with department. In case recovery is not possible, recourse will be taken under Kota PDR Act or any other law in force.
- c. Any recovery on account of L.D. charges/ risk & cost charges in respect of previous rate contracts/ supply orders placed on them by the SJED can also be recovered from any sum accrued against this e-Bid after accounting for untied sum or due payment sum lying with SJED against previous rate contract/supply orders. Firm will submit details of pending amount lying with SJED but decision of Deputy Director SJED, KOTA regarding authenticity of sum payable will be final.

49. **SUBLETTING:-**

The supply contract awarded should be executed by the successful Bidder only and subletting any of the functions under the contract is not permitted. Subletting mean to allow someone to supply all item of order or part of supply for which firm obtain supply order from Department.

50. **GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:-**

The designation and address of the First Appellate Authority is Additional Director(Hostel), SJED, Jaipur.

The designation and address of the Second Appellate Authority is Finance Deptt., Jaipur.

i. **Filing an appeal:-**

If any bidder of 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 ground on which he feels aggrieved:

Provided that after the declaration of a bidder a 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 e-Bids before the opening of the financial e-Bids, and appeal related to the matter of financial e-Bids may be filed only by a bidder whose technical e-Bid is found to be acceptable.

ii. The Officer to whom an appeal is filed under Para (i) will deal with the appeal as expeditiously as possible and will Endeavour to dispose it off within thirty days from the date of the appeal. Dispose it off within thirty days from the date of the appeal.

iii. If the officer designated under Para (i) fails to dispose of the appeal filed within the period specified in Para (ii), 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.

iv. **Appeal not to lie in certain cases :-**

No appeal will lie against any decision of the procuring entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provision limiting participation of bidders in the e-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.

**v. Form of Appeal:-**

- (a) An appeal under Para (i) or (iii) above will be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal will 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.

**vi. Fee for filling appeal:-**

- (a) Fee for first appeal will be rupees two thousand five hundred and for second appeal will be rupees ten thousand, which will be non-refundable.
- (b) The fee will 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 (SJED).

**vii. Procedure for disposal of appeal:-**

- (a) The First Appellate Authority or Second Appellate Authority, as the case maybe, upon filing of appeal, will 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, will,-
  - 1. Hear all the parties to appeal present before him; and
  - 2. 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 will pass an order in writing and provide the copy of order to the parties free of cost.
- (d) The order passed under sub-clause (c) above will be placed..

**51. COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST:-**

Any person participating in a procurement process will-

- 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 misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation,
- c) Not indulge in any collusion, e-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 part 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

**52. 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.

A Bidder may be considered to be in conflict of interest with one or more parties in 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 e-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 e-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 e-Bid in a bidding process. Participation by a Bidder in more than one e-Bid will result in the disqualification of all e-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 e-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 e-Bid; or
- g. The 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.

53. **SAVING CLAUSE :-**

No suit, prosecution or any legal proceedings will lie against e-Bid inviting authority or any person for anything that is done in good faith or intended to be done in pursuance of e-Bid.

54. **FORCE MAJEURE :-**

The Supplier shall not be liable for, forfeiture of its Performance Security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event or Force Majeure For purpose of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, was or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall not seek all reasonable alternative means for performance not prevented by the Force Majeure event.

55. **AGREEMENT:-**

All successful Bidders should execute agreement immediately by furnishing the Performance Security as prescribed within seven (7) days as per the Terms & Conditions on Rs.500/- non judicial stamp paper or as according to value of the prevailing ruls. In the event of failure to execute the agreement, the Performance Security or e-Bid Security as the case may be stand forfeited apart from cancellation of supply contact to contract besides debarring of the Bidder and SJED is entailed to collect liquidated damages if any from the Bidder for his failure to comply with the Terms and Conditions of the e-Bid.

56. **ARBITRATION:-**

In case of any dispute arising between the Bidders and the procuring entity, the Deputy Director, SJED, KOTA will act as the arbitrator, and the decision of the arbitrator will be final and binding on all the parties concerned.

57. **JURISDICTION:-**

All dispute would be subject to the jurisdiction at KOTA.



58. **SUPPLY ORDER:-**

Supply order will be given as per requirement by the BSSO of concern district.

59. **LIQUIDATED DAMAGES:**

- (i) The time specified for delivery in the e-Bid form will be deemed to be the essence of the contract and the successful bidder will arrange supplies within a period of 7 days from date of order given from BSSO of concern district.
- (ii) In case of extension in the delivery period with liquidated damages the recovery will be made on the basis of following percentages of value of undelivered stores which the Bidder has failed to supply :-
  - (a) Delay up to one- fourth period of the prescribed delivery period - **2.5%**
  - (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period - **5%**
  - (c) Delay exceeding half but not exceeding three- fourth of the prescribed delivery period - **7.5%**
  - (d) Delay exceeding three- fourth of the prescribed period - **10%**.  
Fraction of a day in reckoning the period of delay in supplies will be eliminated if it is less than half a day.
- (iii) The maximum amount of agreed liquidated damages will be 10%.
- (iv) If the supplier requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he will apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.
- (v) The BSSO of concern district may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances beyond control, such reasons will be recorded while seeking extension.
- (vi) In the event of failure to supply the ordered quantity, by the successful Bidder within the stipulated time the BSSO of concern district reserves the right to cancel the orders for the unsupplied quantity.

60. **PENALTIES.**

If firm failure to supply specified items as per specification penalty will be applicable and will be deducted from the due payments of firm in following term

- i. For first time 5% of value of rejected/substandard supplied
- ii. For second time 10% of value of rejected/substandard supplied.
- iii. There after if the supplier is found to be defaulter, SJED will be free to take strict action like : including termination of the contract and forfeiture of the security deposit.
- iv. In case of short supply, partial supply and non supply of prescribed commodities 15% value of ordered amount of that commodities will deduct from due payment of the firm.

The Bidder shall agree to indemnify SJED against, and to reimburse SJED for, and to our option, to defend SJED against, all damages for which it is held liable to in any proceeding arising out of use of Specified items, pursuant to and in compliance with this Bid/Agreement, and for all costs SJED reasonably incur in the defense of any such claim brought against SJED or in any such proceeding in which SJED is named as a party, including reasonable attorney's fees, provided that SJED has timely notified us of such claim or proceeding. The approved Supplier will indemnify the SJED against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.

In case any sample of any commodities taken and is tested for its quality and if found failed subsequently as per contract in that condition bidder will have to replace commodities with standard quality.

**61 . TERM OF PAYMENT :**

- (a) The currency in which payments shall be made to the Bidder under this Contract shall be Indian Rupees.
- (b) No advance/part payment shall be made .
- (c) The payment shall be made after inspection and verification by concerned designate committee constituted by Deputy Director, SJED, Kota.

**62. PAYMENT PROVISIONS:-**

The payment of cost at the rate accepted will be made by concern BSSO to the Supplier for a net quantity of all required commodities supplied and received as follows:

- I. Payment will be released after fulfillment of all terms & condition of agreement after satisfactory supply of goods.
- II. Bill amount on submission of the bills in triplicate copy (three copies), along with acknowledgements obtained from the concerning destination and counter signed by concerning officer of the unloading point along with stamp receipt, duly verified by the hostel warden/principal of residential school.

63. I/We had read and understand all the Terms and Condition of the e-Bid and agree to abide it.

**Signature of Bidder with Seal**



**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malaroad, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Annexure-A**

**Nle-B No. 2/2021-22**

**Date.**

**BIDDER'S AUTHORIZATION CERTIFICATE**

**(To be filled by bidder)**

To,

**The Deputy Director,  
Social Justice and Empowerment Department,  
Kota.**

I/We ----- (Name/Designation) hereby  
decelare/certify that ----- (Name/Designation) is hereby  
atuthorized to sign relevant documents on behalf of the company/firm in dealing with Tender.

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

Thanking You.

**Name of the Bidder :-**

**Verified Signature**

**Authorized Signatory :-**

**Seal of the Organization :-**

**Date -----**

**Place -----**



**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malaroad, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Annexure-B**

**Format for submitting of doubts in pre Bid meeting**

**Nle-B No.**

**Date.**

Firm name of Bidder : -----

Description of form fee : -----

Sr. No.	Detail of Bid condition/annexure	Detail of doubt	Suggestion of Bidder

**SIGNATURE OF THE BIDDER WITH SEAL**

**Date**

**NAME:**

**Place:**

**ADDRESS:**



**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malaroad, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Annexure - C**

**Nle-B No.**

**Date.**

**Details of Bidder**

**(To be filled by Bidder)**

Notice invite e-Bid No. ....

dated .....

1.	Name of the Firm		
2.	Telephone No.		
3.	Mobile No. Email ID		
4.	Office Address of the Firm/Co.		
5.	Address of the Shop/Office/Godown etc.		
6.	Constitution of the Firm whether Proprietorship/Partnership/Company		
d)	<b><u>In case of Proprietorship Firm</u></b>		
	Name, Father's Name and Residential address of the Proprietor.		
e)	<b><u>In case of Partnership Firm</u></b>		
	Name, Father's Name and Residential address of all the Partners.		
	Note: (Enclose the Registration certificate from the Registrar of Firms or its attested copy/Photocopy of Partnership Deed (attach separate sheet if space is insufficient).)		
f)	<b><u>In case of Company</u></b>		
i)	Regd. No. of the Company		
ii)	Name and address of the Deputy Directors of the company (Attach separate sheet if space is insufficient)		

7.	<b><u>BANK DETAILS OF BIDDER</u></b> Banker's name with branch Account type Account number/IFS Code		
8.	PAN No. of the Bidder		
9.	GST Registration No. of the Bidder. if applicable		
10.	e-Bid security of RS. .... Deposited vide CR No. .... dated ..... Pay order No. .... dated ..... drawn On ..... Name of Bank & branch)		
	*(to be filled by the Office)		
	Signature of the Bidder with Seal (Name) (Designation)		

\* Attach separate sheet for details, where required.

\* In case of authorized representative signing this document enclose copy of the authority letter.

**SIGNATURE OF THE BIDDER WITH SEAL**

**Date**  
**Place:**

**NAME:**  
**ADDRESS:**



**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malaroad, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Annexure-D  
Updated**

**Nle-B No.**

**Date.**

**Technical e-Bid Cover-  
(To be filled by Bidder)**

**(a) In the Fee Cover (in PDF format)**

Sr. no.	Detail of document	Page no.
a.	Scanned copy of DD/ Banker's Cheque for e-Bid fee in favour of " Deputy Director SJED ", payable at Kota.	
b.	Scanned copy of DD/Banker's Cheque /Bank guarantee (Annexure-Q) for e-Bid security in favour of " Deputy Director SJED.", payable at Kota.	
c.	Scanned copy of DD/Banker's Cheque for processing fees in favour of MD , RISL payable at Kota.	
d.	राजस्थान सरकार वित्त (GF&AR) विभाग के पत्रांक एफ 2(1) वित्त/ जीएण्ड- एसपीफसी/2017 जयपुर दिनांक 23..12.2021 के अनुसार धरोहर राशि राजस्थान स्टाम्प अधिनियम 1998 की धारा अनुच्छेद 4 के अनुसार घोषणा पत्र(Declaration) पर राशि 50 रु. के स्टाम्प ड्यूटी देय है तथा स्टाम्प ड्यूटी की राशि पर नियमानुसार 30 प्रतिशत सरचार्ज देय होगा।	

**(b) In the Technical document cover (in PDF format) –**

Sr. No.	Particulars of document	Valid copy of Required document	Page no.
1.	Prospective Bidder should be a proprietor firm/company/partnership firm (Joint venture not allowed)	Registration under Kota shops and commercial Act. 1958/ Company Act. 1956 & 2013/The Indian partnership Act. 1932	
2.	Bidder should have executed similar nature of work (Door-to-Door supply of Specified Commodities at Central/State Government Department/PSU of minimum value of Rs. 27 Lakh in any one three immediate financial years (2018-19, 2019-20, 2020-21).	Copy of work order.	

3.	Copy of PAN card and GST Registration	1- Copy of PAN card 2- Copy of GST Registration	
4.	Bidders authorization certificate	Annexure-A (On bidders letter head)	
5.	Details of bidder	Annexure- C (On bidders letter head)	
6.	Technical e-bid cover	Annexure- D (On bidders letter head)	
7.	Minimum average annual turnover of Rs. 27 Lakh of last three financial years (2018-19, 2019-20, 2020-21).	Annexure-E (Copy of CA certificate/ audited balance sheet)	
8.	Declaration of bidder about infrastructure	Annexure- F (On bidders letter head)	
9.	Technical undertaking	Annexure- G (On bidders letter head)	
10.	Compliance of code of integrity and no conflict of interest	Annexure – H (On bidders letter head)	
11.	Declaration by the bidder regarding qualification	Annexure- I (On bidders letter head)	
12.	Grievance redressal during procurement process	Annexure- J (On bidders letter head)	
13.	Declarations and undertaking for monthly & annually capacity & supply commitment	Annexure- K (On bidders letter head)	
14.	Declaration regarding black listing and acceptance of Terms & Conditions of e-Bid	Annexure- L (On 100- Rs. Non judicial stamp paper)	
15.	Pre- stamp receipt	Annexure- M (On bidders letter head)	
16.	Technical specification of specified items under relevant Act and law will be applicable.	Annexure- N (On bidders letter head)	
17.	Complete e-bid document signed by bidder each page. (Page 1 to 106)	Signed e-bid document	

**SIGNATURE OF THE BIDDER WITH SEAL**

**Date**  
**Place:**

**NAME:**  
**ADDRESS:**





**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malaroad, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Annexure-‘E’**

**Nle-B No.**

**Date.**

**Annual Turnover Statement**

The annual turnover of M/s. ....  
.....for the past three years are given below and  
certified that the statement is true and correct.

No. (Rs)	Financial Year	Turnover in Rs.	Sr.
1.	2018-19	_____	
2.	2019-20	_____	
3.	2020-21	_____	
Total -		Rs. _____ Lakh	
Three Year Annual Average turnovers per annum -		Rs. _____ Lakh	

Date:

Place:

**Signature of Auditor/Seal  
Chartered Accountant**  
(Name & Address)  
Membership No. :  
Tel. No. :  
Mob. No.:



**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malabar, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Annexure- 'F'**

**Nie-B No.**

**Date.**

**घोषणा पत्र**

मैं ..... पुत्र श्री ..... (फर्म/कंपनी का नाम व पता) .....  
....., ..... घोषणा करता हूँ कि :-

1. मैं शपथपूर्वक घोषणा करता हूँ कि मैं ....., फर्म/कंपनी का नाम .....  
....., का मालिक/प्रोपराईटर/साझेदार/संचालक हूँ। वर्तमान में मेरे पास जो भी संसाधन सप्लाई हेतु उपलब्ध है, इन संसाधनों के अतिरिक्त और भी अन्य संसाधनों की आवश्यकता सप्लाई के लिये होगी, तो आवश्यक संसाधन, गोदाम, वाहन आदि की व्यवस्था मुझे घोषणाकर्ता द्वारा तय सीमा में उपलब्ध करा दी जावेगी एवं मेरे द्वारा हमेशा सप्लाई तक समय सीमा में की जावेगी।

निविदादाता के हस्ताक्षर मय मोहर/सील

स्थान:

दिनांक:



**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malaroad, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Annexure- G**

**Nle-B No.**

**Date.**

**TECHNICAL UNDERTAKING**

I/We have clearly understood all the terms and conditions of the e-Bid and agreement etc. and agree to undertake the supply of specified items and specified quality at the rate quoted by me/us at the destination all over Kota as specified by SJED, KOTA.

I/We will assure that I/We will strictly abide by the terms and conditions of the e-Bid etc., and the instructions issued by the Deputy Director, SJED from time to time.

I am/we are enclosing the following documents as per the terms and conditions of the e-Bid:

1. DD/BC/BG bearing No. ....Dt, ..... for Rs...../- {.....}  
Drawn on ..... Bank towards e-Bid security.
2. राजस्थान सरकार वित्त (GF&AR) विभाग के पत्रांक एफ 2(1) वित्त/ जीएण्ड- एसपीफसी/2017 जयपुर दिनांक 23.12.2021 के अनुसार धरोहर राशि राजस्थान स्टाम्प अधिनियम 1998 की धारा अनुच्छेद 4 के अनुसार घोषणा पत्र(Declaration) पर राशि 50 रु. के स्टाम्प ड्यूटी देय है तथा स्टाम्प ड्यूटी की राशि पर नियमानुसार 30 प्रतिशत सरचार्ज देय होगा।
3. Three sealed samples of each item to be supplied.
4. Declaration that the bidder has no past or present criminal record with the Police/ Vigilance of Cs Department/Vigilance and enforcement Department Govt. of Kota or Govt. of any other State/Govt. of India.
5. Declaration that the bidder or any of the partners of Representatives were never blacklisted by the Civil Supplies SJED/Central Government/any State Government/any Union Territory/State Agency at time or involved In diversion of stocks involved in case under E.C. Act or convicted by Court of Law in a criminal case.
6. Copy of the partnership deed/ memorandum of association along with permanent and present addresses of the partners in case of Firm/Deputy Directors in the case of Company.
7. Copy of the Registration Certificate, if it is firm/Limited Company.
8. Copy of Registration Certificate under GST Act registration renewed up to date.
9. Copy of the Trade License issued by the competent authority.
10. Copies of the Income tax returns for last three years.

I/We hereby affirm that the Deputy Director SJED, KOTA is at liberty to take action against me/us as per the terms and conditions of e-Bid Document, if the above said statement proves to be wrong at any point of time.

**SIGNATURE OF THE BIDDER WITH SEAL**

**Date**

**NAME:**

**Place:**

**ADDRESS:**



**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malaroad, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Annexure-H**

**Nle-B No.**

**Date.**

**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 of 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 misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, e-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 part or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of procurement process,
- g) Disclose conflict of interest, if any, and
- h) Disclose any previous transgression with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

**CONFLICT OF INTEREST:-**

The bidder participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

1. A Bidder may be considered to be in conflict of interest with one or more parties in 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 e-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 e-Bid of another bidder, or influence the decision of the procuring entity regarding the bidding process; or
  - e. The bidder participates in more than one e-Bid in a bidding process. Participation by a bidder in more than one e-Bid will result in the disqualification of all e-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 e-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 e-Bid; or
- g. The 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.

Date:

**Signature of Bidder with Seal**

Name:

Designation:

Address:



**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malaroad, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Annexure- I**

**Nle-B No.**

**Date.**

**DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS**

**DECLARATION BY THE BIDDER**

In relation to my/our e-Bid submitted to Deputy Director **SJED KOTA** for procurement of **M/s** ..... In response to their notice inviting e-Bids No.....Dated .....I/we hereby declare under Section 7 of Kota Transparency in Public Procurement Act, 2012, that:

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

Date:

Place:

**Signature of Bidder with Seal**

Name:

Designation:

Address:



**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malaroad, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Annexure-J**

**Nle-B No.**

**Date.**

**GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS**

The designation and address of the First Appellate Authority is .....

The designation and address of the Second Appellate Authority is.....

**1. Filing an appeal:-**

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued 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 ground 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 e-Bids before the opening of the financial e-Bids, and appeal related to the matter of financial e-Bids may be filed only by a bidder whose technical e-Bid is found to be acceptable.

**2.** The officer to whom an appeal is filed under Para (1) will deal with the appeal as expeditiously as possible and will Endeavour to dispose it off 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 will lie against any decision of the procuring entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provision limiting participating of bidders in the Bid process;

- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of procurement process;
- (e) Applicability of the provisions of confidentiality

**5. Form of Appeal:-**

- (a) An appeal under Para (1) or (3) above will be in the annexed Form along with many copies as there are respondents in the appeal.
- (b) Every appeal will 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 maybe, in person or through registered post or authorized representative.

**6. Fee for filling appeal**

- (a) Fee for first appeal will be rupees two thousand five hundred and for second appeal will be rupees ten thousand, which will non-refundable.
- (b) The fee will be paid in the form of bank demand draft or banker's cheque of 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 maybe, upon filing of appeal, will 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, will,-
  - (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 will pass an order in writing and provide the copy of order to the parties free of cost.
- (d) The order passed under sub-clause © above will be place on the State Public Procurement Portal.

Date:  
Place

**Signature of Bidder with Seal**  
**Name:**  
**Designation:**





**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malaroad, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Annexure- 'K'**

**Nle-B No.**

**Date.**

**Declarations and Undertaking for monthly & Annually Capacity & Supply commitment**

1. We.....(Name of firm) do hereby undertake that we have capacity of Specified items in the e-Bid as detailed in the contract:-

S. No	Name of Commodity with Brand & Grade	Quantity Unit	Approx. demand per student per month kg./ml./pcs/packet	Rates per kg./ml./pcs/packet	Total Rates for Combo (4*5)
1	2	3	4	5	6
1	Rice Basmati (Dubar) (Brand Like India gate, Patanjali, Lal Qila, Daawat or equivalent reputed makes)	Kg.	0.800		
2	Moth (A grade)	Kg.	0.100		
3	Moong (A grade)	Kg.	0.100		
4	Kala Chand (A grade)	Kg.	0.100		
5	Chhole Chana Kabuli (A grade)	Kg.	0.100		
6	Rajma Medium (Jammu)	Kg.	0.200		
7	Zeera (Agmark)	Kg.	0.060		
8	Moong Dal Chhilka (Agmark)	Kg.	0.450		
9	Lal Masur dal (Agmark)	Kg.	0.225		
10	Chana Dal (Agmark)	Kg.	0.525		
11	Sugar (M-30 Grade)	Kg.	0.500		
12	Sugar cane (jaggery) (without chemicals)	Kg.	0.200		
13	Edible Oil (pure mustard)(Agmark) (or Tilam brand)	Ltr	0.350		
14	Pure desi Ghee (Agmark with dairy brand)	Ltr	0.080		
15	Red chilly powder (Agrmak brands)	Kg.	0.150		
16	Trumeric Powder (Agrmak brands)	Kg.	0.060		
17	Coriander powder (Agrmak brands)	Kg.	0.150		
18	Salt (Iodised) (brand name like- surya, tata, ashirvad, patanjali, or equivalent)	Kg.	0.450		
19	Poha (A grade)	Kg.	1.200		
20	Wheat dalia M grade (Agrmak)	Kg.	0.800		
21	Biscuit packet (Minimum 40gm and above) (brand name like- parle, bretonia, sunfeast, patanjali, or equivalent)	pkt	05		

22	Bathing Soap (125gm and above)(brand name like lux, lifeboy, detol, godrej, liril, hamam, cinthol or equivalent)		pkt	01		
23	Washing Soap	A) Detergent Base (200gm and above) ( brand name like: rin, wheel, surf excel or equivalent)	pkt	01		
		B) Oil Base (250gm and above)(brand name like: oswal, maharaja, doctor or equivalent)	pkt	01		
24	Dish Bar Soap (150gm and above) (brnad name like: vim, patanjali, exo, expert or equivalent)		pkt	01		
25	Tooth Paste ( Minimum 40gm and above) (non foaming base) (brand name like: dabur, colgate, vicco, patanjali, meswak, Himalaya or equivalent)		Gm	40gm		
26	Hair Oil (Mustered) (Agmark) (50ml and above)		ml	50ml		
27	Wheat Flour M grade (Agrmak)		kg	17kg		

Note: Approximate No. of Hostels district KOTA 24 and Students between **800 TO 1345** in Hostels. No. of Hostels and students may be increase or decrease.

2. We certify that the rates are reasonable & shall not be sold on lower rates to anyone than charged from the **SJED**.
3. We do hereby undertake that our company/firm has not been blacklisted/banned by any Govt. (Government of India/State Govt.) & their subordinate departments for participation/submission of tenders.
4. We hereby confirm that we have deposited all the GST as on dated ..... with the Department. No GST is due on M/s.....as on dated.....
5. If this declaration is found to be incorrect, then without prejudice to any other action that may be taken against us, the e-Bid if and to the extent accepted may be cancelled and the amount of earnest money/security money may be forfeited.

Date:  
Place:

**Signature of Authorized  
Signatory/Bidder with seal**  
Name  
Address



**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malaroad, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Annexure-‘L’**

**Nle-B No.**

**Date.**

**Declaration regarding black listing and acceptance of Terms & Condition of e-Bid**

(On Rs. 100/- non judicial stamp paper duly attested by Notary Public)

**Bidder Name.....**

I/We confirm that I/We are authorized to submit e-Bid on behalf of the firm participating in the e-Bid and have perused the entire Tender/e-Bid document including all its amendments till date.

Having perused the subject e-Bid with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Tender/e-Bid document including technical particulars, detailed technical specifications of the product, special terms & conditions and general terms & conditions wherever indicated, offer validity, terms of delivery without any deviations whatsoever:

I/We also confirm acceptance of the all general terms & conditions of e-Bid document.

I/We certify that the prices quoted against the e-Bid are competitive and without adopting any unfair/unethical means in including cartelization.

I/we certified that tendering firm has not been black listed/banned by any Government Department of the State /PSU from business dealings.

I/We also certified that the information given above is factually correct, true and nothing material has been concealed.

Date:  
Place

**Signature of Bidder with Seal**  
Name & Address



**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malaroad, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Annexure-‘M’**

**Nle-B No.**

**Date.**

**Pre-Stamp Receipt**

We received an amount of Rs. ....from The Deputy Director SJED, KOTA through DD/BC No. ....dated..... or RTGS etc. as details for payment is given below:

1. Name of Supplier.....
2. Name & Address of Firm.....
3. Name of Bank & Branch.....
4. Bank A/c Type: Saving/Current/Over Draft/.....
5. Bank A/c Number.....
6. Bank Branch MICR Code.....
7. RTGS/IFS Code.....
8. NEFT/IFS Code.....
9. PAN No. ....
10. Bank contact person's name & Mobile No. : .....

This amount is received against refund of e-Bid Security of e-Bid No. ....  
Dated.....and sanction No. ....Dated.....

**Signature of Authorized Signatory  
/Bidder with Seal  
Name & Address**

Place:

Date:



**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malaroad, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Annexure-‘N’**

**Nle-B No.**

**Date.**

**Technical Specifications of Specified item’s under relevant Act and law will be applicable:-  
(To be filled by Bidder)**

S. No.	Specified items Name	Market name of product	Brand name	Manufacture/producer firm name
1.	Rice Basmati (Dubar) (brand like lal kila, india gate, Kohinoor or equivalent)			
2.	Moth (A-Grade)			
3.	Moong (A-Grade)			
4.	Kala Chana (A-Grade)			
5.	Chhole Channa Kabuli (A-Grade)			
6.	Rajma Medium (Jammu)			
7.	Zeera			
8.	Moong Dal Chhilka (A-Grade)			
9.	Lal Masur dal (A-Grade)			
10.	Chana Dal (A-Grade)			
11.	Sugar (M-30 Grade)			
12.	Sugar cane (jiggery )(without chemicals)			
13.	Edible Oil (Pure mustrud ) (agmark) (brand name like : engine, tagore, fortune, netaji, tilam or equivalent)			
14.	Pure Desi Ghee (agmark) (brand name like : Saras, Amul, mother dairy or equivalent dairy brand)			
15.	Red Chilly Powder (Agmark) (brand name like : Everest, ashirvad, patanjali, MDH or equivalent)			
16.	Turmeric Powder (Agmark) (brand name like : Everest, ashirvad, patanjali, MDH or equivalent)			
17.	Coriander Powder (Agmark) (brand name like : Everest, ashirvad, patanjali, MDH or equivalent)			
18.	Salt (Iodised) (brand name like : surya, tata, ashirvad, patanjali or equivalent)			
19.	Poha (A-Grade)			
20.	wheat Dalia (M grade)			
21.	Biscuit Packet (40 gm and above) (brand name like : parle, bretania, sunfeast, patanjali or equivalent)			

22.	Bath Soap (125 gm and above) (60% TFM and above) (brand name like : lux, lifeboy, detol, godrej, liril, hamam, cinthol or equivalent)			
23.	Washing Soap (A) Detergent Base (200 gm and above) (18% active detergent and above) (brand name like : rin, wheel, surf exel or equivalent) (B) Oil Base (250 gm and above) (60% TFM and above) (brand name like : oswal, maharaja, doctor or equivalent)			
24.	Dish Bar Soap (150 gm and above) (8% active detergent and above) (brand name like : vim, patanjali, exo, expert or equivalent)			
25.	Tooth powder (40 gm and above) (non foaming base) (brand name like : dabar, colgate, vicco, patanjali, meswak, Himalaya or equivalent)			
26.	Hair Oil (Mustered) (agmark) (50 ml and above)			
27.	Wheat Flour M grade (Agrmak)			

Date:  
Place:

**Signature of Bidder with Seal**  
Name & Address



**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malaroad, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Annexure-‘O’**

**Nle-B No.**

**Date.**

**List of required items for Hostels /Residential Schools of SJED All over Kota**

<b>S. No.</b>	<b>Name of Commodity with Brand&amp; Grade</b>	<b>Items in KG./ml./Pcs /Packet</b>	<b>Approx. demand per student per month kg./ml./ pcs / packet</b>
1.	Rice Basmati (Dubar) (brand like lal kila, india gate, Kohinoor or equivalent)	Kg.	0.800
2.	Moth (A-Grade)	Kg.	0.100
3.	Moong (A-Grade)	Kg.	0.100
4.	Kala Chana (A-Grade)	Kg.	0.100
5.	Chhole Channa Kabuli (A-Grade)	Kg	0.100
6.	Rajma Medium (Jammu)	Kg	0.200
7.	Zeera	Kg.	0.060
8.	Moong Dal Chhilka (A-Grade)	Kg.	0.450
9.	Lal Masur dal (A-Grade)	Kg.	0.225
10.	Chana Dal (A-Grade)	Kg.	0.525
11.	Sugar (M-30 Grade)	Kg.	0.500
12.	Sugar cane (jaggery)(without chemicals)	Kg.	0.200
13.	Edible Oil (Pure mustrud ) (agmark) (brand name like : engine, tagore, fortune, netaji, tilam or equivalent)	Kg.	0.350
14.	Pure Desi Ghee (agmark) (brand name like : Saras, Amul, mother dairy or equivalent dairy brand)	Kg.	0.080
15.	Red Chilly Powder (Agmark) (brand name like : Everest, ashirvad, patanjali, MDH or equivalent)	Kg.	0.150
16.	Turmeric Powder (Agmark) (brand name like : Everest, ashirvad, patanjali, MDH or equivalent)	Kg.	0.060
17.	Coriander Powder (Agmark) (brand name like : Everest, ashirvad, patanjali, MDH or equivalent)	Kg.	0.150
18.	Salt (Iodised) (brand name like : surya, tata, ashirvad, patanjali or equivalent)	Kg.	0.450
19.	Poha (A-Grade)	Kg.	1.200
20.	wheat Dalia (M grade)	Kg.	0.800
21.	Biscuit Packet (40 gm and above) (brand name like : parle, bretonia, sunfeast, patanjali or equivalent)	packet	5
22.	Bath Soap (125 gm and above) (60% TFM and above) (brand name like : lux, lifeboy, detol, godrej, liril, hamam, cinthol or equivalent)	Pcs.	1
23.	Washing Soap (A) Detergent Base (200 gm and above) (18% active detergent and above) (brand name like : rin, wheel, surf exel or equivalent) (B) Oil Base (250 gm and above) (60% TFM and above) (brand	Pcs.	1 1

	name like : oswal, maharaja, doctor or equivalent)		
24.	Dish Bar Soap (150 gm and above) (8% active detergent and above) (brand name like : vim, patanjali, exo, expert or equivalent)	Pcs.	1
25.	Tooth powder (40 gm and above) (non foaming base) (brand name like : dabar, colgate, vicco, patanjali, meswak, Himalaya or equivalent)	packet	1
26.	Hair Oil (Mustered) (agmark) (50 ml and above)	ml.	1
27.	Wheat Flour M grade (Agmark)	kg	17kg

Note: Approximate No. of Hostels district KOTA 24 and Students between 800 to 1345 in Hostels. No. of Hostels and students may be increase or decrease.

Date:  
Place:

**Signature of Bidder with Seal**  
Name & Address





**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malaroad, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Annexure-‘P’  
Updated**

Nle-B No.

Date.

**Financial bid cover**

**Financial proposal cover for Hostel/Residential school of SJED all over Kota**

(To be filled by Bidder in PDF format with BoQ format in financial bid)

S. No.	Name of Commodity with Brand & Grade	Items in KG./ml./Pcs/Packet	Approx. demand per student per month kg./ml./ pcs / packet	Rate per kg./gram./ ml./ pcs./ packet including all taxes and duties	Total rate for combo pack (4 * 5)
1	2	3	4	5	6
1.	Rice Basmati (Dubar) (brand like lal kila, india gate, Kohinoor or equivalent)	Kg.	0.800		
2.	Moth (A-Grade)	Kg.	0.100		
3.	Moong (A-Grade)	Kg.	0.100		
4.	Kala Chana (A-Grade)	Kg.	0.100		
5.	Chhole Channa Kabuli (A-Grade)	Kg	0.100		
6.	Rajma Medium (Jammu)	Kg	0.200		
7.	Zeera	Kg.	0.060		
8.	Moong Dal Chhilka (Agmark)	Kg.	0.450		
9.	Lal Masur dal (Agmark)	Kg.	0.225		
10.	Chana Dal (Agmark)	Kg.	0.525		
11.	Sugar (M-30 Grade)	Kg.	0.500		
12.	Sugar cane (jaggery)(without chemicals)	Kg.	0.200		
13.	Edible Oil (Pure mustrud ) (agmark) (brand name like : engine, tagore, fortune, netaji, tilam or equivalent)	Kg.	0.350		
14.	Pure Desi Ghee (agmark) (brand name like : Saras, Amul, mother dairy or equivalent dairy brand)	Kg.	0.080		
15.	Red Chilly Powder (Agmark) (Agmark brand name like : Everest,	Kg.	0.150		

	ashirvad, patanjali, MDH or equivalent)				
16.	Turmeric Powder (Agmark) (Agmark brand name like : Everest, ashirvad, patanjali, MDH or equivalent)	Kg.	0.060		
17.	Coriander Powder (Agmark) (Agmark brand name like : Everest, ashirvad, patanjali, MDH or equivalent)	Kg.	0.150		
18.	Salt (Iodised) (brand name like : surya, tata, ashirvad, patanjali or equivalent)	Kg.	0.450		
19.	Poha (A-Grade)	Kg.	1.200		
20.	wheat Dalia (M grade) (Agmark)	Kg.	0.800		
21.	Biscuit Packet (40 gm and above) (brand name like : parle, bretonia, sunfeast, patanjali or equivalent)	packet	5		
22.	Bath Soap (125 gm and above) (60% TFM and above) (brand name like : lux, lifeboy, detol, godrej, lilil, hamam, cinthol or equivalent)	Pcs.	1		
23.	Washing Soap (A) Detergent Base (200 gm and above) (brand name like : rin, wheel, surf exel or equivalent) (B) Oil Base (250 gm and above) (brand name like : oswal, maharaja, doctor or equivalent)	Pcs.	1 1		
24.	Dish Bar Soap (150 gm and above) (brand name like : vim, patanjali, exo, expert or equivalent)	Pcs.	1		
25.	Tooth powder (40 gm and above) (non foaming base) (brand name like : dabar, colgate, vicco, patanjali, meswak, Himalaya or equivalent)	packet	1		
26.	Hair Oil (Mustered) (agmark) (50 ml and above)	ml.	1		
27.	Wheat Flour M grade (Agrmak)	kg	17kg		
Total rate of combo pack per student for a month (in figures) Rs.					
Total rate of combo pack per student for a month (in words) Rs. ----- -----					

**Note:** 1. Rates per kg./grm./ml./ pcs./ packet including all taxes and duties, packing charges, transportation charges and loading-unloading charges etc.

2. Approximate No. of Hostels district KOTA 24 and Students between 800 to 1345 in Hostels. No. of Hostels and students may be increase or decrease.

Date:  
Place:

**Signature of Bidder with Seal**  
Name & Address



**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malaroad, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Annexure-‘ Q’**

**Nle-B No.**

**Date.**

**BANK GUARANTEE FORMAT – E-BID SECURITY**

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Kota State only and to be issued by a Nationalised/ Scheduled bank having its branch at Kota in Kota)

To,  
**The Deputy Director,  
Social Justice and Empowerment Department,  
K. R. 504, Chambal Colony, Malaroad, Kota**

Sir,

1. In accordance with your Notice Inviting e-Bid for <please specify the project title> vide NIB Reference no. <Please specify> M/s. .... (Name & full address of the firm) (Hereinafter called the “Bidder”) hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.
2. It is a condition in the bidding documents that the Bidder has to deposit e-Bid Security amounting to <Rs.....(Rupees <in words>)>..... in respect to the NIB Ref. No. ....Dated..... issued by The Deputy Director, Social Justice and Empowerment, Department, Kota Kota by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Kota irrevocable and operative till the e-Bid validity date (i.e. <please specify> days from the date of submission of e-Bid). It may be extended if required in concurrence with the e-Bid validity.  
And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. (Rupees <in words>)> to the SJED as earnest money deposit.
3. Now, therefore, we the ..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at .....(Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the SJED of the said guaranteed amount without any demur, reservation or recourse.
4. We, the aforesaid bank, further agree that the SJED shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the SJED on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the SJED that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the SJED shall be final and binding on us.
5. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the SJED and it is further declared that it shall not be necessary for the SJED to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the SJED may have obtained or shall be

obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

6. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
7. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
8. The right of the SJED to recover the said amount of <Rs. (Rupees <in words>) from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. ....(Bidder) and/ or dispute or disputes are Pending before any court, authority, officer, tribunal, arbitrator(s) etc.
9. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs.....(Rupees <in words>)> and our guarantee shall remain in force till e-Bid validity period i.e. <please specify> days from the last date of e-Bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the e-Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.
10. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
11. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date

(Signature)

Place ..... (Printed Name) .....

(Designation) .....

(Bank's common seal) .....

.....

**Bank Details**

Name & address of Bank:

Name of contact person of Bank: Contact

telephone number :



**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malaroad, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Annexure-‘R’**

**Nle-B No.**

**Date.**

**BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)**

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Kota State only and to be issued by a Nationalized / Scheduled bank having its branch at Kota and payable at par at Kota, Kota)

To,

**The Deputy Director,  
Social Justice and Empowerment Department,  
K. R. 504, Chambal Colony, Malaroad, Kota**

1. In consideration of the Department of Social Justice and Empowerment Department, Govt. of Kota (hereinafter called "SJED") having agreed to exempt M/s .....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Work Order No.....dated made between the SJED and .....(Contractor) for the work .....of Security Deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said work order, on production of a Bank Guarantee for Rs.....(Rupees.....only), we.....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of.....Contractor(s) do hereby undertake to pay to the SJED an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We (Indicate the name of Bank), do hereby undertake to pay Rs.....(Rupees only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the SJED. Any such demand made on the bank by the SJED shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the SJED and We.....(Indicate the name of Bank), bound ourselves with all directions given by SJED regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We (indicate the name of Bank), undertake to pay to the SJED any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of SJED under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the SJED certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We (indicate the name of Bank) further agree with the SJED that the SJED shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said work order or to extend time of performance by the

said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the SJED against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said work order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the SJED or any indulgence by the SJED to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. We (indicate the name of Bank) further agree with the SJED that the SJED shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said work order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from The liability of.....

(indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the SJED in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the SJED. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees only).
9. It shall not be necessary for the SJED to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the SJED may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Kota, Kota. We undertake that this Bank Guarantee shall be payable at any of its branch at Kota, Kota. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....for and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the SJED

For and on behalf of the SJED

Signature (Name & Designation)

## **GUIDELINES FOR SUBMISSION OF BANK GUARANTEE**

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. ....and date..... of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by SJED
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:



**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malaroad, Kota**

Phone – 0744-2325491,

E-Mail : dlo.kot@Kota.gov.in-

**Nle-B No.** \_\_\_\_\_ **Date.** \_\_\_\_\_ **Annexure-‘S’**

**AGREEMENT**

(On Rs. Five Hundred Non-Judicial Stamp Paper)

1. An agreement made this ..... day of ..... between .. (hereinafter called “the approved supplier”, which expression will, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and Tribal Area Development Department (herein after called “SJED” which expression will, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas “the approved supplier”, has agreed with SJED to supply Specified items as per e-Bid condition Annexure- N, O all over Kota Hostels, under SJED as per Terms and Conditions of the e-Bid Document and contract appended herewith and at the rates per Student per Month Rs. .... (In words Rs. ....) inclusive of Tax and Expenses as per e-Bid Document.
3. (i) And whereas “the approved supplier”, has deposited a sum of Rs. .... in ..... / Bank Draft/ Banker Cheque No. .... dated .....  
or  
(II) Bank guarantee/s of a scheduled bank. It will be got verified from the issuing bank. Other conditions regarding bank guarantee will be same as mentioned in the rule 42 for e-Bid security.  
or  
(iii) Fixed deposit receipt (FDR) of a scheduled bank. It will be in the name of SJED on account of “the approved supplier”, and discharged by the “the approved supplier”, in advance. SJED will ensure before accepting the Fixed Deposit Receipt that “the approved supplier”, furnishes an undertaking the from the bank to make payment/premature payment of the fixed deposit receipt on demand to the SJED without requirement of consent of “the approved supplier”, concerned. In the event of forfeiture of the performance security, the fixed deposit will be forfeited along with interest earned on such fixed deposit.

As security for the due performance of the aforesaid agreement which as been formally transferred to the SJED.

3. Performance security furnished in the form specified in clause (ii) & (iii) of sub-rule (3) will remain for a period of 120 (One Hundred Twenty) days beyond the date of completion of all contractual obligations of “the approved supplier”, including warranty obligations and maintenance and defect liability period.
4. The conditions of the e-Bid and contract for open e-Bid enclosed to the e-Bid notice No. .... dated ..... and also appended to this agreement and are binding on the



parties executing this agreement. Letters Nos. .... received from the approved supplier and letter nos. .... issued by the SJED and appended to this agreement will also from part of this agreement.

**5. PAYMENT TERMS**

- A) The payment of cost at the rate accepted will be made the approved supplier for a net quantity of all required commodities supplied and received as follows:
  - a. Payment will be released after fulfillment of all terms & condition of agreement and e-Bid, after completion of work order with satisfactory report and goods receipt Challan from recipient end and **also receipt of payment from SJED.**
  - b. Bill amount on submission of the bills in duplicate, along with acknowledgements obtained from the concerning destination and counter signed by concerning officer of the unloading point along with stamp receipt, duly verified by the responsible officer of the concerned destination and receipt of test report of samples if drawn on random basis as per clause 50(b). Soft copy of above Challan/goods receipt has to be submitted as per concerning department budget head and category wise and prepare by computer.
- B) Above A) and (a) and (b) payment will be made by Civil Supply Section of SJED.
- C) No advance payment towards costs of supplied commodities will be made to the approved supplier.
- D) If at any time during the period of contract, the price of Bided items is reduced or brought down by any law or Act of the Central or State Government or by the approved supplier himself. the approved supplier shall be bound to inform ordering authority immediately about it. Ordering authority empowered to w unilaterally effect such reduction as is necessary in rates in case the approved supplier fails to notify or fails to agree for such reduction of rates.

**6. LIQUIDITY DAMAGE**

The supply of Specified items will be effected and completed within the period noted as per enclosed list from the date of supply order

- a. In case of any delay in the delivery period, the recovery of liquidated damages will be made from the approved supplier of the value of Specified items which the “the approved supplier”, has failed to supply on the basis of following percentages:-

No.	Condition	L.D.%
a	Delay up to one fourth period of the prescribed period of delivery and completion of subject matter of procurement	2.5%
b	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery and completion of subject matter of procurement.	5.0%
c	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery and completion of subject matter of procurement.	7.5%
d	Delay exceeding three fourth of the prescribed period of delivery and completion of subject matter of procurement	10.0%

**Note:**

- i. Fraction of a day in reckoning period of delay in supplier will be eliminated if it is less than half a day.
- ii. The maximum amount of agreed liquidated damages will be 10%.

- iii. If the “the approved supplier”, requires an extension of time in completion of contractual supply on account of occurrence of any hindrances as specified in force Majeure clause he will apply in writing to the SJED which had placed the supply order. For the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of Specified items is on account of hindrances force Majeure beyond the control of “the approved supplier”

**7. INDEMNIFICATION:-**

The approved supplier shall indemnify the SJED against all claims which may arise in supply of inferior, unsatisfactory and low quality of Specified items not conforming to prescribed specifications. For first time it will be 5% of entire supply and for second time it will be 10% of entire supply there after SJED will take appropriate decision to continue of discontinue.

In case of short supply, partial supply and non supply of prescribed commodities SJED will free to charge margin 15% on procuring cost of commodities to SJED.

The approved supplier shall agree to indemnify SJED against, and to reimburse SJED for, and to our option, to defend SJED against, all damages for which it is held liable to in any proceeding arising out of use of Specified items, pursuant to and in compliance with this e-Bid/Agreement, and for all costs SJED reasonably incur in the defense of any such claim brought against SJED or in any such proceeding in which SJED is named as a party, including reasonable attorney’s fees, provided that SJED has timely notified us of such claim or proceeding. The approved Supplier will indemnify the SJED against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture of use.

**8. JURISDICTION:-**

All dispute would be subject to the jurisdiction at KOTA.

**9. SUPPLY CONDITION BY THE DEPARTMENT**

The terms and condition with supply order imposed by the SJED would be the apart of agreement and the approved supplier has to comply with by words to words.

10. This Agreement will valid up to .....

I/We had read and understand all the terms and condition of e-e-Bid No. .... dated ..... and agree to abide it.

Now these presents witness

In witness where of the parties here to have set their hands on the day of . 2019

**For and on behalf of  
Deputy Director SJED**

**For and on behalf of approved supplier**

**Date**

**Date**

**Witness: 1** .....

**Witness: 1** .....

**Witness :2** .....

**Witness :2** .....



**Deputy Director Office, Social Justice And Empowerment Department, Kota  
K. R. 504, Chambal Colony, Malारoad, Kota**

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**Annexure-‘T’**

**Nle-B No.**

**Date.**

**सामाजिक न्याय एवं अधिकारिता विभाग द्वारा जिले में संचालित राजकीय छात्रावासों का विवरण**

क्र०सं०	छात्रावास का नाम	स्वीकृत छात्र सं०
1	राजकीय अनु०जनजाति छात्रावास दीगोद	35
2	राजकीय अनु०जनजाति बालक छात्रावास छावनी कोटा	75
3	राजकीय अनु०जनजाति छात्रावास सुल्तानपुर	75
4	राजकीय अनु०जनजाति छात्रावास इटावा	75
5	राजकीय अनु०जनजाति छात्रावास बपावर	50
6	राजकीय महाविद्यालय स्तरीय अनु०जनजाति कन्या छात्रावास छावनी कोटा	90
7	राजकीय अनु०जाति छात्रावास मालारोड कोटा	100
8	राजकीय अनु०जाति कन्या छात्रावास छावनी कोटा	75
9	राजकीय अनु०जाति कन्या छात्रावास नांता कोटा	50
10	राजकीय अनु०जाति छात्रावास महावीर नगर,कोटा	50
11	राजकीय अनु०जाति छात्रावास कैथून	25
12	राजकीय अनु०जाति छात्रावास सांगोद	75
13	राजकीय अनु०जाति छात्रावास कमोलर	25
14	राजकीय अनु०जाति छात्रावास खैराबाद	50
15	राजकीय अनु०जाति छात्रावास मंडावरा	25
16	राजकीय अनु०जाति छात्रावास खातोली	35
17	राजकीय अनु०जाति कन्या छात्रावास पीपल्दा	50
18	राजकीय अनु०जाति कन्या छात्रावास रामगंजमण्डी	50
19	राजकीय अनुसूचित जाति छात्रावास कन्सुआ कोटा	50
20	राजकीय अन्य पिछडा वर्ग छात्रावास टैगोर नगर कोटा	50
21	राजकीय महाविद्यालय स्तरीय विशेष पिछडा वर्ग(देवनारायण) कन्या छात्रावास कोटा	75
22	राजकीय देवनारायण कन्या छात्रावास, विनोबा भावे नगर, कोटा	50
23	राजकीय अनु०जाति महाविद्यालय स्तरीय कन्या छात्रावास विनोबा भावे नगर, कोटा	50
24	राजकीय सम्भाग स्तरीय पालनहार(हाफ-वे-होम) आवासीय छात्रावास, कोटा	50
	<b>योग</b>	<b>1335</b>

Date:

Place:

**Signature of Bidder with Seal**

Name & Address