RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED

NOTICE INVITING BID

Sealed Bids are invited from competent and experienced Individual/ firm/ travel agency for deploying inspection vehicle (Jeep/ Bolero) at following office under this circle on the rates, terms and conditions as per details given below.

<table>
<thead>
<tr>
<th>Specification Number</th>
<th>RRVPN/SE/T&amp;C/UDR/PURCHASE/NIB NO. 04/2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of work</td>
<td>Hiring of inspection vehicle( Jeep/ Bolero etc.) at O/o _XEN (22KV GSS), MADRI</td>
</tr>
<tr>
<td>Due date of submission of Bids</td>
<td>Up to 3.00PM on 08/07/2020</td>
</tr>
<tr>
<td>Date of opening of Bids</td>
<td>At 4.00 PM on 08/07/2020</td>
</tr>
<tr>
<td>Period of completion</td>
<td>From date mention in work order to 31th March 2021</td>
</tr>
<tr>
<td>Estimated cost</td>
<td>2,88,000/- Excluding GST</td>
</tr>
<tr>
<td>Tender cost</td>
<td>Rs. 1,000/- plus GST @ 18%</td>
</tr>
<tr>
<td>Earnest Money</td>
<td>Rs. 5760 /-</td>
</tr>
</tbody>
</table>

SUPERINTENDING ENGINEER (T&C)
RRVPN, UDAIPUR
RAJASTHAN RAYA VIDYUT PRASARAN NIGAM LIMITED

HIRING OF INSPECTION VEHICLE

SECTION – I

INSTRUCTIONS TO BIDDERS

1.1 INTRODUCTION:
The bidder, in his own interest, is requested to read very carefully these instructions and the terms and conditions as incorporated in Section-II & Section-II (A) before filling the bid form. Submission of the bid shall be deemed to be the conclusive proof of the fact that the bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by him in the prescribed schedule of deviation to be submitted with his bid.

A. The firm/owner of vehicle will have to submit an notarized affidavit neither vehicle owner nor his family member are not in the regular employment of RVPN in Udaipur circle.

1.2 FILLING OF BID:
(a) Bid shall be submitted in the forms and “Price schedule” attached herewith and all blank in the bid and “Price schedule” be filled in. The completed forms, schedule(s) shall be considered as part of the contract documents in the case of successful bid.
(b) No alteration should be made to the form of the bid form/specification and schedules. The bid must comply entirely with specification, and “Price schedule”, alternative proposals, if any, shall be clearly stated in the covering letter and shall accompany each copy of the bid.
(c) The bid and all accompanying documents shall be in Hindi/English Languages and shall be signed by a responsible and authorized person. The name, designation and authority of the signatory shall be stated in the bid.
(d) Bids should be filled in only with ink or typed.
(e) All additions alterations and over writings in the bid must be clearly initialed by the signatory to the bid.
(f) The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/Prices shall be written in words as well as in figures. These must not contain any additions, alterations, over writing, cuttings or corrections and any other marking which leave any room for doubt.
(g) RVPN will not be responsible to accept any cost involved in the preparation or submission of bids.
(h) Any printed/written conditions of sale on the bid shall not be accepted by the RVPN. The bidder shall incorporate his conditions, if any, in the covering letter.
(i) The bid offer shall be furnished in following manner:
(1) Proof of deposit of tender cost/furnishing the bid security as per sub clause 1.3 shall be enclosed with the bid.
(2) The envelope for covering above all which shall be super scribed “BID OFFER AGAINST RVPN/SE/T&C/UDR/TN.________for work__________________________to be opened on
(3) The Bidder shall ensure that his bid is furnished/ submitted strictly in the manner detailed in specification.
(j) All bids and accompanying documents and shall be addressed to the Superintending Engineer (T&C), RVPN, Udaipur.
(k) The bidder should sign the bid form in the end of each page.
(l) Telegraphic/FAX/Internet/E-Mail offers will not be considered/entertained.
1.3 **BID SECURITY:**

1.3.1 Before submitting the offer, the bidder shall deposit an amount of Rs. 5760/- as Bid Security with the Accounts Officer (T&C), RVPN, Udaipur by crossed Bank Draft Payable in the name of Accounts Officer (T&C), RVPN, Udaipur and obtain a receipt thereof. No other mode of deposit shall be accepted.

1.3.2 Any bid not accompanied by a copy of the receipt for depositing Bid Security in crossed Bank Draft or certificate stating that the bidder is a Central/State Government Undertaking/Corporation/Company shall be rejected and the bid will not be opened.

1.3.3 In case of unsuccessful bidders, the Bid security will be refundable on production of the original receipt within a fortnight after finalization of the bid. In case of successful bidders, the Earnest Money will be adjusted in arriving at the amount of the Security Deposit referred in the General Conditions of Contract on the request of the firm and the remaining security deposit, if any, would have to be furnished in crossed Bank Draft.

1.3.4 Request for adjustments/proposals for acceptance of Bid security deposit (if any) already lying with the RVPN in connection with some other bids/orders shall not be entertained.

1.3.5 No interest shall be payable on such Deposits.

1.3.6 The Purchase Authority reserves the right to forfeit Bid security Deposit in circumstances which, according to him, indicate that the bidder is not earnest in accepting/executing any order placed under the specification.

1.3.7 The following categories of bidders are exempted from payment of earnest money:

1.4 **RECEIPT AND OPENING OF BIDS:**

1.4.1 Sealed covers in which the bids are enclosed shall be delivered in the office of the Superintending Engineer (T&C), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., Udaipur (Raj.) not later than 3:00 PM Indian Standard Time (unless otherwise specified) on the date specified in the notice inviting the bid. Bids shall not be accepted after the time and date fixed for receipt of bids. The bids (Techno-Commercial bid) will be opened in the office of the Superintending Engineer (T&C), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., Udaipur (Raj.) at 4:00 PM Indian Standard Time on the prescribed date in the presence of such bidders or their authorized representative who choose to be present.

1.4.2 Should the date fixed for receipt & opening of the bids be declared as a public holiday, the bids shall be received and opened on the day on which office re-opens after such holiday(s) at the time as indicated above.

1.5 **VALIDITY OF OFFERS:**

Bids shall be valid for a minimum period of 40 days from the date of opening of Techno-Commercial bids. Bids mentioning a shorter validity period than specified are likely to be ignored.

1.6 **SIGNATURE OF BIDDER:**

The bid must contain the name, designation and place of business of the person or persons making the bid and must be signed and sealed by the bidder with his usual signatures. Bid by a partnership firm must be furnished with the full names of all the partners and should be signed with the partner’s name by one of the members of partnership or by an authorized representative indicating the signatures and designations of the person or persons signed with the legal entity of the Corporation/Companies by the Chairman or by the Secretary or by other person or persons authorized to bind the Corporation/Company in the matter. The bidder should sign the bid form at the end of each page.
1.7 **PRICES:**

1.7.1 Bidder must quote their prices in the price schedule. These prices shall be firm for the duration of the contract, i.e., till the completion of work. Any representation from successful bidder for enhancement of rates and deviation in terms & conditions once accepted within the validity period of his offer shall not be considered.

1.7.2 The bidder shall quote the prices exclusive of GST.

1.7.3 The offer of the bidder quoting Variable Prices for the work are likely to be ignored.

1.7.4 The rates/prices shall be quoted in the manner as desired (Schedule of prices).

1.7.5 Any bid containing prices not quoted in the manner prescribed under the above sub clauses is liable to be ignored.

1.7.6 No representation from successful bidder for enhancement of rates or deviation in terms & conditions once accepted within the validity period of his offer will be considered.

1.7.7 If on check, there are differences between the rate quoted by the bidder, in words and figures, or in the amount worked out by him, the following procedure shall be followed:

   a) Where there is a difference between the rates in figures and words, the lower of the two rates shall be taken as valid and correct rate.

   b) When the rates quoted by the bidder in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and not the amount worked out.

1.8 **TAXES:**

All kind of taxation excluding GST will be bear by the contractor, if applicable. The registered Contractor will have to submit the GST registration form to the department and GST will be deducted as per applicable Govt. rule. Any statutory variation in tax will be on contractor accounts.

1.8.1 **Income Tax:**

If any income tax, surcharge on income tax or any other corporate tax is attracted under the law, then the same shall be paid by the Contractor as per Government rules/shall be deducted from his bills/ invoices at the prevailing rate and if such tax is not applicable, then the Contractor can claim reimbursement of the same from the relevant competent authority. For this purpose, necessary TDS certificate(s) shall be issued by Nigam’s paying Authority.

1.9 **QUANTITIES:**

1.9.1 The quantum of work indicated in the accompanied schedule(s) is only provisional and the Purchase Authority reserves the right of revising the same at the time of placing the order. The Purchase Authority also reserves the right to drop the bid enquiry or entrust only part work of a particular Circle.

1.9.2 The NIGAM also reserves the right to split the quantities and to entrust the order for the work to one or more Contractors. The bidder shall agree to accept part works ordered on him at the rates/prices mentioned in his bid and/or accepted by the Purchase Authority.

1.10 **COMPLETION TIME:**

1.10.1 The work mentioned in Schedule-III is required to be carried out from the date mentioned in work order to 31th March-2021.

1.11 **AMENDMENT IN SPECIFICATIONS:**

The Superintending Engineer (T&C), VPN, Udaipur may revise or amend the specifications and timings for bid opening prior to the date notified for opening of the bids. Such revision or amendment, if any, will be communicated to all the bidders as amendment or addenda to this invitation of the bid.
1.12 **GENERAL:**

1.12.1 Purchase of a copy of the specifications by the bidder is essential for the consideration of his bid. Only one bid will be accepted against each copy of the specification purchased. This specification is not transferable. The value of bid form once sold will not be refunded under any circumstances.

1.12.2 The bidder shall treat the details of the specification and other bid documents as private and confidential and these shall not be reproduced without the written authorization of the purchaser.

1.12.3 The Purchaser does not bind himself to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.

1.13 **Contract Agreement:**

1.13.1 The successful bidder shall have to execute the contract documents/ agreement for the proper fulfillment of the contract. He shall furnish such executed stamped agreement. As the stamp paper value 0.25% of the ordered amount.

1.13.2 The payment shall be made on completion of contractual formalities.

SUPERINTENDING ENGINEER (T&C)
RRVPN,UDAIPUR

[Signature]
SECTION II
GENERAL CONDITIONS OF CONTRACT (GCC)

Notwithstanding anything contained to the contrary in the specification or bid or any subsequent exchange of correspondences, these General Conditions of Contract shall prevail and shall be binding on the Contractor and any change or variation expressed or impressed howsoever made shall be inoperative, unless expressly sanctioned by the NIGAM. The Contractor shall be deemed to have fully informed himself and to have specific knowledge of the provisions of the General Conditions of Contract mentioned hereunder.

1. **DEFINITION OF TERMS:** In constructing these general conditions and the annexed specification, the following words shall have the meaning herein assigned to them unless there is anything in the subject or context inconsistent with such construction.

   a) The "NIGAM" shall mean the RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD. represented by Chairman & Managing Director and shall include their legal personal, representative, successors and assignees. The words "NIGAM", Owner or Customer shall mean the "NIGAM".

   b) The "Bidder" shall mean and include one or more persons or any firm or any Company or Body incorporate who has submitted the Bid in response to "Invitation of Bid".

   c) The "Contractor" shall mean the Bidder whose bid has been accepted by the NIGAM and shall include the Bidder's heirs, legal representative, successors and assignees approved by the NIGAM.

   d) The "CMD" shall mean the Chairman & Managing Director, RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD., JAIPUR.

   e) The "Engineer" shall mean the Chief Engineer, RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD. or other Engineer or officer for the time being or from time to time duly authorized and appointed in writing by the NIGAM to act as Engineer or Inspector for the purpose of the contract. In case where such Engineer has been so appointed, the word "Engineer" shall mean the NIGAM or his duly authorized representative.

   f) The "CONTRACT" SHALL MEAN AND INCLUDE THE FOLLOWING:

   1. Invitation of Bid.
   2. Instructions to bids.
   3. Bid Form including schedule of prices.
   5. Letter of Intent and its acknowledgement.
   7. Formal work order.
   10. Special Conditions of Contract (SCC)/Special instructions.
   11. The Agreement to be entered into under Clause 2 of these General Conditions.

   g) The "Specification" shall mean the specification, specific conditions annexed to the General Conditions of the Contract and the schedule thereto, if any.

   h) The month shall mean English calendar month, i.e., a period of 30 days, and week shall mean a period of 7 days.

   i) "Letter of Intent" shall mean the NIGAM's letter conveying his acceptance of the bid subject to such reservations as may have been stated therein.

   j) The "Contract price" shall mean the sum named in or calculated in accordance with the provisions of the Contract/work order or any amendments thereto.

   k) The "Engineer in Charge" shall mean and include the Superintending Engineer (T&C)/RRVPN Udaipur and or any other officer/official of the RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD. all over Rajasthan, performing the duties of the Engineer in Charge.

   l) The "Work in Charge" shall mean and include the Superintending /XEN(T&C/ 220KV GSS)/AEN(T&C/ Cluster) and or any other officer/official of the RAJASTHAN RAJYA
VIDYUT PRASARAN NIGAM LTD. all over Rajasthan, performing the duties of the Work in Charge.

m) "Writing" shall include any manuscript, type written or printed statement under or over signature or seal as the case may be.

n) The Word "Codes" shall mean and include the Indian Electricity Rules, IS Code of Practice and Factory Rules and Regulations applicable in the State of Rajasthan on the date of issue of the letter of intent of such modifications thereof as may be specially stipulated by competent State authorities, i.e., Electrical Inspector and Chief Inspector of Factories, Rajasthan.

i) Words imparting the singular only shall also include the plural and vice versa where the context requires.

2. CONTRACT: The Contractor and NIGAM shall as soon as possible, unless otherwise agreed upon, enter into a sealed agreement for the proper fulfillment of the contract. The expenses of completing and stamping the agreement shall be paid by the Contractor, and the NIGAM shall be furnished free of charge with an executed stamped counterpart of the agreement after the bid has been accepted by the NIGAM. All orders/ instructions to the Contractor shall, except as herein otherwise provided, be given by the Engineer on behalf of the NIGAM.

3. SUBLETTING AND ASSIGNMENT: The Contractor shall not sublet, transfer or assign the contract, or any part thereof, interest therein or benefit or advantage whatsoever.

4. COMPLETION TIME:

a) The completion time shall be governed by clause No. 1.10 of Section-I i.e from the date mentioned in the work order to 31th March-2021.

b) The NIGAM reserves the right to defer the completion period as indicated in the work order. The period during which the works have been so deferred shall not be reckoned as delay in completion in terms of clause "Delay in completion".

5. TERMS OF PAYMENT:

Payment for the work will be made to the Contractor on submission of bills in accordance with the procedure as detailed below.

a) 100% (Hundred percent) payment of the total value of the works/services will be paid against bills to be submitted in triplicate to the Superintending/Executive / Assistant Engineer (T&C) in charge of the work after making statutory deduction.

b) If a firm executing any work for RVPN obtains finance from bank by way of discounting of the bills, in such cases RVPN shall not at all be responsible for arranging payments to banks nor shall RVPN bear any liability towards the bank in such cases. This is to safeguard interest of the NIGAM against the firms taking advantage of bank finance.

c) The payment of the running bills up to the work order value will be released without limiting to the individual item quantity.

d) Deductions in respect of deficiencies, etc. will be made by the Superintending/ Executive / Assistant Engineer (T&C) in charge while passing/verifying the bills and this shall be simultaneously conveyed to the Contractor.

6. MODE OF PAYMENT:

a) Bills for 100% value of the work be submitted to the Superintending /XEN(T&C/ 220KV GSS)/XEN(T&C/ Cluster) in charge of the works/services and finally to the Accounts Officer (T&C) for payment. These bills shall be serially numbered with the suffix T-1.

b) The payment shall be made by the Accounts Officer (T&C), Udaipur as per prevailing payment policy of RVPN after receipt of the complete document and completion of all contractual formalities as per requirement of the work order.

c) The payment shall be made up to order value irrespective of individual item quantities appearing in the price schedules.

7. BANKRUPTCY:

If the Contractor shall commit any act of bankruptcy or being a Corporation commence to be wound up except for reconstruction purpose of carrying on its business under a Receiver, the Executors, Successors or other representatives in law of the Contractor or any such Receiver,
Liquidator or any person in whom the Contract may become vested, shall forthwith give notice thereof in writing to the NIGAM and shall for one month during which he shall take all reasonable steps responsible to prevent stoppage of the works, have the option of carrying out the Contract subject to his or their providing such guarantee as may be required by the NIGAM but not exceeding the value of the work for the time being remaining executed. In the event of stoppage of the works, the period of the option under this clause shall be fourteen days only. Provided that should the above option not be exercised, the Contract may be determined by the NIGAM by notice in writing to the Contractor and it shall be lawful for the NIGAM to take the work full or in part out of the Contractor's hands and re-contract at reasonable prices with any other person(s) and the NIGAM shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Contractor, or such part there of as may be necessary to the payment of the cost of executing such work as aforesaid.

8. CONTRACT DOCUMENTS:
   a) The Contractor shall have to execute the contract agreement within 15 days from the date of receipt of detailed work order in triplicate in the prescribed proforma (Form-VII) on non judicial stamp paper of value as per stamp duty applicable in Govt. of Rajasthan along with copy of work order, copy of "General Conditions of Contract", "Instructions to Bidders" and "Specification". It is advised that each and every page of relevant documents are to be signed by authorized person with stamp.
   b) It may however be ensured that the one copy of the work order and other Documents as above, are signed by an authorized person holding valid power of attorney. The power of attorney on non judicial stamp paper worth Rs.100/- should be attested by the notary public. For this, a copy of the power of attorney in favour of the person signing these documents, duly notarized in original be also submitted alongwith the above documents.
   c) The acceptance of above documents in order shall be notified by the Superintending /XEN(T&C/ 220KV GSS)/AEN(T&C/ Cluster), RVPN, Udaipur in due course of time under intimation to this office. No any payment shall be released without acceptance of the contract agreement.

9. FURTHER CORRESPONDENCE:
   All correspondence pertaining to the work order in respect of any clarification required on the terms and conditions, etc. should be addressed to the Superintending /XEN(T&C/ 220KV GSS)/AEN(T&C/ Cluster), RVPN Udaipur.

10. DISPUTES:
   All disputes, differences, questions whatsoever arising between the NIGAM and the Contractor upon or in relation to or in connection with the contract shall be deemed to have arisen at UDAIPUR (RAJASTHAN) only and no courts other than courts in Udaipur shall have jurisdiction to entertain the same.

11. ACCEPTANCE OF THE ORDER:
   The acceptance of the order shall be conveyed to the Superintending /XEN(T&C/ 220KV GSS)/AEN(T&C/ Cluster), RVPN, Udaipur, within ten days of the receipt of order in the prescribed Performa failing which it will be presumed that the terms and conditions incorporated in the order are acceptable to the Contractor.

12. PERFORMANCE SECURITY:
   You shall furnish a performance security for an amount equivalent to 5 % [Five percent] of the contract value towards satisfactory performance of service through Bank draft or Banker’s cheque in favor of The Accounts Officer[T&C] RVPN, Udaipur. Refund of Performance Security shall be entertained after 60 days of satisfactory completion of contract.

SUPERINTENDING ENGINEER (T&C)
RRVPN, UDAIPUR
SECTION II (A)

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract (GCC), Scope of Work, Schedule of Rates and any other document forming part of this contract wherever the context so requires.

2. Where any portion of the SCC is repugnant to or at variance with any provision of the GCC, then, unless a different intention is meant, the provisions of the SCC be deemed to override the provisions of the GCC only to the extent such repugnancies or variations of the SCC as are not possible of being reconciled with the provisions of the GCC.

3. The Individual/ firm/ travel agency will have to submit an notarized affidavit of Rs. 50 for neither vehicle owner nor his family member are not in the regular employment of RVPN in Udaipur Circle.

4. In case of contradictions, the decision of the Superintending /XEN(T&C/ 220KV GSS)/AEN(T&C/ Cluster), RVPN L, Udaipur will be final and binding on the Contractor.

5. No part of this contract or any share of interest therein shall in any manner or extent be transferred or assigned or sublet directly or indirectly to any person/firm or organization whatsoever.

6. Vehicle shall not be more than 6 years old.

7. Petrol/Diesel Oil & Lubricant, repair & maintenance and other administrative expenses of vehicle will be borne by the firm/contractor.

8. Hired vehicle should be with experienced driver, having valid driving license during the entire contract period and of sound character whose all types of expenses will be paid by the contractor. In case of non availability of regular driver, contractor will have to provide alternate driver having valid driving licence.

9. Any type of mechanical fault in vehicle and interruptions regarding transportation department of Rajasthan during the period of contract will not be paid by Nigam.

10. Hired vehicle should have valid documents i.e. Fitness, Registration, insurance, Road permit, taxi permit, PUC during entire period of contract.

11. Meter reading of hired vehicle should be filled in log book daily with signature of concerning RVPN officer incharge i.e. either Asst./Ex./Suptg. Engineer(T&C).

12. The contractor/firm will be fully responsible for vehicle should above vehicle comes in outage at own cost during such period. at own cost during period.

13. Any accident/Mishappening with vehicle and any type of challan of vehicle, Nigam will not be responsible.

14. RVPN Engineer shall be available for witnessing and authentication of the work carried out by the Contractor

15. In case of individual, the individual should be registered owner of vehicle in the RC book, CPF will be deducted as per norms.

SUPERINTENDING ENGINEER (T&C)
RRVPN, UDAIPUR
<table>
<thead>
<tr>
<th>S.NO.</th>
<th>Description</th>
<th>Period</th>
<th>Rate for Run of Upto 1500KMs per month (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Providing Inspection vehicle body packed (Jeep/ Bolero etc.) at O/o XEN(220KV GSS), MADRI</td>
<td>From date mentioned in work order to 31th March 2021</td>
<td>24000/- (Excluding GST)</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Terms and conditions:-
1. Vehicle is to be hired on 24 Hrs per day basis.
2. For Kms run more than 1500Km/Month the payment shall be done @ Rs.9.00 per Km.
3. Petrol/diesel/lubricant is to be supplied by contractor.
4. GST and toll tax shall be borne by Nigam. All other Taxes/expenditure is to be borne by contractor

SUPERINTENDING ENGINEER (T&C)
RRVPN, UDAIPUR

/We hereby quote our rates @.............% above/below the above price schedule
Sign of tenderer with seal:__________________________
Name:___________________________________________
Address:_________________________________________

SUPERINTENDING ENGINEER (T&C)
RRVPN, UDAIPUR
APPENDIX

Annexure –A: Compliance with The Code of Integrity and No Conflict of Interest
Any person participating in a procurement process shall –

(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

(c) not indulge in any collusion, Bid rigging or anti – competitive behaviour to impair the transparency, fairness and progress of the procurement process;

(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

(f) not obstruct any investigation or audit of a procurement process;

(g) disclose conflict of interest, if any; and

(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a conflict of interest.

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

i. A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:

a. have controlling partners/shareholders in common; or

b. receive or have received any direct or indirect subsidy from any of them; or
c. have the same legal representative for purposes of the Bid; or

d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidders is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid: or

g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procurement Entity as engineer-in-charge/consultant for the contract.
• Annexure –B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:.............................................

Signature of bidder

Place

Name:

Designation:

Address:
Annexure –C: Grievance Redressal during Procurement process

The designation and addresses of the First Appellate Authority is ZCE (T&C), RVPN, Ajmer

The designation and addresses of the Second Appellate Authority is Director (Tech.), RVPN, Jaipur

(1) **Filling an Appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, ommission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provide that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filled under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if 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 procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Biding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) **Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

(a) determination of need of procurement;

(b) provisions limiting participation of Bidders in the Bid process;

(c) the decision of whether or not to enter into negotiations;

(d) cancellation of procurement process;

(e) applicability of the provisions of confidentiality.

(5) **Form of Appeal**

(a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

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

(7) Procedure for disposal of Appeal
(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall-
(i) hear all the parties to appeal present before him; and
(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.
Annexure –D
FORM No.1

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2013

Appeal No............................ of..............................

Before the ...........................................(First/Second Appellate Authority)

i. A Bidd

1. Particulars of appellant:
   (i) Name of the appellant:
   (ii) Official address, if any:
   (iii) Residential address:

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

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

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

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

6. Grounds of appeal:........................................................................................................
   (Supported by an affidavit)

7. Prayer:............................................................................................................................

   Place ......................................................

   Date ......................................................

Appellant’s Signature