



# Rajasthan Rajya Vidyut Prasaran Nigam Ltd.

(AN ISO 9001:2008 CERTIFIED COMPANY)

OFFICE OF  
SUPERINTENDING ENGINEER (COMMUNICATION)

RVPN, JAIPUR-302024

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## BID DOCUMENT

### BID SPECIFICATION FOR AWARD OF CONTRACT FOR HIRING OF VEHICLE AGAINST BN-06/2016-17

Price Rs. 1000/-

Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_

Issued to M/s \_\_\_\_\_

Superintending Engineer (Communication)  
RVPN, Jaipur

Signature of bidder with seal

**NOTE:**

**1. The bidders are requested to submit their bids prior to last date of submission to avoid Non-submission of their bids up to prescribed date.** Telegraphic Bid shall not be accepted under any circumstances

**2. (i)** The bidder will have to deposit prescribed cost of bid specification and Bid security by DD/cash payable in favour of Accounts **Officer (T&C Jaipur City), RVPN Ltd., Jaipur** up to stipulated date & time in the office of the A.O (T&C Jaipur City), RRVPNL, Heerapura, Jaipur-302021 and obtain a receipt thereof. Any bid not accompanied by a copy of receipt/ acknowledgement for cost of Bid Specification and bid security shall be rejected.

**3.** Bid security is to be furnished also by the Vendors registered with the NIGAM.

**4.** Bid should be filled in only with ink and must be submitted with seal and signed on Each and every page of bid documents.

**5.** The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection

**6.** Offers of bids without **Section, Schedule, Appendix, Annexures, and** without relevant documents as per specification shall not be considered.

**7.** Any cutting / over writing in the figures of bid documents should also be clarified / indicated in words duly signed.

**8. Sealed bid complete with all details is to be submitted to office of** The Superintending Engineer (Communication), RVPNL, Jaipur, up to stipulated date and time.

**9.** The bid must be sealed in one big envelope and superscripted with **“Bid for hiring of vehicle against BN-06/2016-17 to be opened on -----”**. The bidder’s Name and address shall also be indicated on this envelope.

**10.** NIGAM reserve the rights to reject the lowest or any other Bid or all Bids without assigning any reason thereof

**11.** The bidders are required to furnish the clarification/confirmation/ documents sought subsequent to opening of bid within specified time failing which, the case shall be finalized/decided on the basis of available information. The responsibility of being ignored on account of delay in furnishing of desired information/documents shall be of the bidder.

**12.** Nigam shall evaluate the bid in detail and compare the substantially responsive bids. A substantially responsive bid is one, which confirms to all the terms and conditions of bid document as per specification without material deviation ,and the comparison of bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule in Schedule-I of the bid document. However Nigam have right to assess the service provider’s capabilities in the overall interest of Nigam. Nigam’s decision in this regard will be final and binding.

**13.** In compliance to Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013 the following annexure are enclosed herewith .

Annexure A: Compliance with the code of integrity and No conflict of interest.

Annexure B: Declaration by Bidder regarding Qualifications.

Annexure C: Grievance Redressal during procurement process.

Annexure D: Additional conditions of contract.

This specification includes Section-I, Section-II, Schedule-I, Annexure-I, Appendix (Annexure A, B, C &D)

## SECTION - I

### INSTRUCTIONS TO BIDDERS

#### 1.01 INTRODUCTION:

The bidder, in his own interest, is requested to read very carefully these instructions and the terms and conditions as incorporated here in the bid specification before filling the bid form. If he has any doubt as to the meaning of this specification or any portion thereof, he shall, before submitting the bid, refer the same to this office in writing before the specified date of opening of the bid so that such doubts may be clarified. 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 his bid.

#### 1.02 FILLING OF BIDS:

- a) The bids shall be submitted in sealed envelope and all blanks in the bid and the schedule to the specification shall be duly filled in. The completed forms and schedule(s) shall be considered as part of the contract documents in the case of successful bidder (s).
- b) No alteration should be made to the form of the bid specification and schedules. The bidder must comply entirely with specification. 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 Language 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) Bid should be filled in only with ink or typed. No bid filled in by pencil or otherwise shall be considered.
- 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 rates / prices shall be entered in words as well as in figures. These must not contain any additions, alterations, over writings, cuttings or corrections and any other marking which leave any room for doubt.
- g) The NIGAM will not be responsible to accept any cost involved in the preparation or submission of bids.

- h) Bids and accompanying documents / correspondence shall be addressed to Superintending Engineer (Communication), RVPN, Jaipur at the address given above.
- i) The bidder should sign the bid form at each page at the end.
- j) Telegraphic quotation or quotations sent by fax or email will not be considered.

**1.03 QUALIFYING REQUIREMENT:**

The bidder who own one or more vehicle with all prescribed documents can participate in

the bidding process. Following documents will be enclosed with the bid offer.

1. Registration certificate of the vehicle.
2. Insurance policy of the vehicle.
3. Pollution under control certificate (in case of vehicles older than six months).
4. Taxi Permit issued by RTO.
5. Receipt of Tax deposited with RTO/DTO.
6. Valid driving license for driving commercial vehicle.

**1.04 BID SECURITY:**

The bidder shall have to furnish prescribed Bid Security amounting to Rs. 4800.00

- (a) either in cash or by DD/Banker's cheque payable in the name of Accounts Officer (T&C-Jaipur City) RVPN, Jaipur payable at Jaipur.
- (b) Any bid not accompanied by a copy of receipt / acknowledgement for cost of Bid Specification and bid security shall be rejected and the bid will not be opened.
- (c) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and execution of contractual formalities by the successful bidder. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- (d) Request for adjustments/ proposal for acceptance of bid security, if any, already lying with the NIGAM in connection with some other bids/ orders shall not be entertained.
- (e) No interest shall be payable on such deposits.
- (f) The purchaser reserves the right to forfeit bid security or part thereof in circumstance, which according to him indicate that the bidder is not earnest in accepting any order placed under the specification or not executing the work as per terms & conditions of the contract as well as directions of the in-charge of work.

**1.05 DOCUMENTS TO BE ENCLOSED WITH THE BID:**

The bid shall be accompanied with the following schedules, documents and the fact of their having been enclosed shall be indicated on the top of envelope cover of the bid. The bid not accompanied by any or all of the following schedules / documents or accompanied by incomplete schedules is liable for rejection.

1. Registration certificate of the vehicle.
2. Insurance policy of the vehicle.
3. Pollution under control certificate (in case of vehicles older than six months).
4. Taxi Permit issued by RTO.
5. Receipt of Tax deposited with RTO/DTO.
6. Valid driving license for driving commercial vehicle.
7. Copy of Proof of deposit of Bid Security & Bid document cost.
8. PAN Card.

## **1.06 PREPARATION & SUBMISSION OF BIDS: RECEIPT AND OPENING OF BIDS:**

The complete set of bid documents and copy of all the documents mentioned in clause No. 1.05 duly signed on each page shall be placed in envelope which will be superscripted "Bid for hiring of vehicle against BN-06/2016-17". This envelope duly sealed/gum pasted will be delivered in the office of Superintending Engineer (Communication), Jaipur up to the time limit specified in the Notice inviting bids.

**1.07 VALIDITY OF OFFERS:** Bid offer shall be valid for a period of 120 days after the date of opening of Bid. Bids mentioning a shorter validity period than specified are likely to be rejected / ignored.

### **1.08 PRICES:**

a) Bidder must quote their complete & firm rate for the entire scope of work given in the bidding documents. The quoted prices will be complete & firm inclusive of all type of taxes & duties subject to no variation till completion of the contract except service tax which will be paid extra.

### **1.09 COMPLETION PERIOD.**

a) The completion period of proposed hiring contract will be w.e.f 01.04.2017 to 31.03.2018. However, the contract period will be counted / applicable as per order to be placed after finalization of the bid process. Depending upon the performance of the contractor, and if deemed necessary by the Nigam, the contract may be mutually extended up to a further period of one year on same rate & terms and conditions of the contract. In case the service / work not found satisfactory, contract may be cancelled at any stage after serving a 15 days' notice to the contractor.

### **1.11 AMENDMENT IN SPECIFICATIONS:**

The Superintending Engineer (Communication), RVPN, Jaipur may revise or amend the specification and timings prior to the date notified for opening of the Bids. Such revision or amendment, if any will be communicated to all the Bidders through corrigendum(s) on <http://sppp.rajasthan.gov.in> & [www.energy.rajasthan.gov.in](http://www.energy.rajasthan.gov.in) as amendment or addenda to this invitation of the Bid.

The amendment (if any) will be notified on web for all prospective Bidders who have received the Bid documents and it shall be binding on them. Bidders are required to immediately download any such amendment. It will be assumed that the information contained therein has been taken into account by the Bidder in its Bid.

In order to provide prospective Bidders reasonable time to take the amendment into account, in preparing their Bid, the Nigam may, at its discretion, extend the deadline for the submission of Bids, in which case, the Nigam will notify all Bidders on web of the extended deadline, for submission of Bids.

### **1.12 GENERAL :**

- (a) The cost of specification once deposited will not be refunded under any circumstances.
- (b) The contractor shall treat the details of the specification and other Bid documents as private and confidential and they shall not be reproduced without the written authorization of the NIGAM.
- (c) The NIGAM 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.

(d) The fact of submission of Bid to the NIGAM shall be deemed to constitute an agreement between the Bidder and NIGAM whereby such Bid shall remain open for acceptance by the NIGAM and Bidder shall not have option to withdraw his offer, impair or derogate the same. If the Bidder be notified during the period of validity of Bid that his Bid is accepted by the NIGAM he shall be bound by the terms of agreement constituted by his Bid and such acceptance thereof by the NIGAM, until formal contract of the same Bid has been executed between him and the NIGAM, in replacement of such agreement.

- (e) The successful Bidder shall have to execute the contract documents/agreement for the proper fulfillment of the contract. This shall be done by him and the NIGAM shall furnish such an executed stamped agreement free of charge. If the contractor fails to execute the contract agreement within 15 days of receipt of the work order, order may be cancelled and Bid security will be forfeited. RVPN may also debar such defaulter contractor from participation in future bids in RVPN.

**1.13** Any action on the part of the Bidder to revise the rates/price at his own interest after the opening of the Bid may result in rejection of the Bid and also debar him from submission of Bids to the NIGAM at least for one year.

**1.14** NEGOTIATIONS:

- (1) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- (2) Negotiations shall, however, be undertaken only with the lowest or most advantageous bidder under the following circumstances-
  - (a) when ring prices have been quoted by the bidders for the subject matter of procurement; or
  - (b) when the rates quoted vary considerably and considered much higher than the prevailing market rates.
- (3) The bid evaluation committee shall have full powers to undertake negotiations.
- (4) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and email (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- (5) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- (6) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work / supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only.
- (7) In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

**1.15** TRANSPARENCY IN PUBLIC PROCUREMENT:

The Government of Rajasthan has enacted the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013 w.e.f 26.01.2013. This procurement process is abided by the processes and procedures of the aforesaid Act & Rule. In case the any clause (s), term (s) & condition (s) in this bidder document differ in its interpretation and context from it the later (i.e. GOR Act and Rule as mentioned above) shall prevail.

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## SECTION-II

### **1. TERMS & CONDITIONS:**

- 1.1 Jeep/Bolero/Car with taxi permit (essentially of Rajasthan State) is to be provided with Driver without POL.
- 1.2 Minimum average required is 12 Kms / Litre in case of Jeep/Bolero and 15 Km/Litre in case of Car.
- 1.3 The POL will be provided by the department as per average of 12 Kms / Litre in case of Jeep/Bolero and 15 Km/Litre in case of Car. If the average is found less than 12 Kms /Litre (Jeep/Bolero) and 15 Km/Litre (Car) then the difference of the cost of Diesel/petrol will be recovered from the bills of the vehicle provider.
- 1.4 One litre engine oil will be provided by the department for every 1000 Kms running of the vehicle (Jeep/Bolero/Car).
- 1.5 Working hours of the vehicle will be 12/24 Hours as per requirement.
- 1.6 The vehicle provided by the contractor will be maintained by him in good & perfect conditions.
- 1.7 Security Deposit: - In order to secure/assume the fulfillment of the terms and conditions this order, the contractor shall deposit the security amount equivalent to 2% (two percent) of the ordered value of the work awarded, in cash to the Account Officer RVPN or the same will be recovered from the running bills of the vehicle provider. The security deposit shall be refunded after 2 month of the successful completion of the contract to the entire satisfaction of the Nigam.
- 1.8 The rates shall be inclusive of all taxes except service tax applicable which will be paid extra.
- 1.9 The toll tax if any, during ply of the vehicle as per instructions of the in charge of the vehicle, will be paid by the department.
- 1.10 In the event of any breach of any terms & condition or delay or default the contract will be terminated and security deposit and other financial holds will be forfeited by the Nigam. No interest shall be paid on such deposits.
- 1.11 All expenditure on repairs, maintenance, taxes, permits, insurance and driver will be borne by the contractor.

### **2. SPECIFICATION OF VEHICLES:-**

- 2.1 The vehicle should have valid certificate of "pollution under control".
- 2.2 The vehicle should have "valid insurance coverage" and up to date Road Tax paid Documents.
- 2.3 The Mileometer of the vehicle must be accurate & in working conditions at all times.
- 2.4 Photostat copy of registration certificate, taxi permit, fitness certificate, insurance, road tax, pollution under control etc. for vehicle provided, shall be submitted with the offered rates/quotation.
- 2.5 The vehicle must ply on all those roads/cart tracks, which are considered suitable by the in charge of the vehicle and his decision in this regard shall be final & binding.
- 2.6 All the documents of the vehicle must be renewed time to time before its expiry of Validity, during the contract period.
- 2.7 The vehicle should not be more than 5 years old.

### 3. DRIVER:-

- 3.1 Contractor has to provide driver with said vehicle at his cost.
- 3.2 Driver must have valid driving license (Commercial) for the entire period of the contract and the photo copy and original for verification shall be submitted at the time of agreement.
- 3.3 Full particulars of the drivers are to be given by you at the time of agreement.
- 3.4 Drivers should be well dressed & well behaved, any misbehavior by the drivers shall be considered unsatisfactory service.
- 3.5 Driver must not smoke or drink liquor while on duty and must not be under Intoxication while on duty.
- 3.6 Driver shall have sufficient money with him so that he can meet the expenditure on any incidental repairs/maintenance etc. during working hours, when the vehicle is on duty. The Nigam under no circumstances will incur any expenditure on these items.
- 3.7 A log book for each vehicle will be maintained by the driver in the format decided by the vehicle incharge, for recording daily opening & closing kilometer reading of each journey performed and get signature of the user of the vehicle.

### 4. WORKING HOURS:-

- 4.1 The working hours for hired vehicles would be 12/24 hours per day as per requirement of the in charge of vehicle and will be mentioned in the tender.

### 5. CONTRACT PERIOD:-

The contract shall be for a period as mentioned in the bid (for max.365 days) and can be extended further for a period of three month subject to satisfactory working performance.

### 6. TERMS OF PAYMENT:-

- 6.1 For obtaining payment you shall submit separate bill(s) for each vehicle to the controlling officer in the first week of every month.
- 6.2 The month for the purpose of vehicle hire charges will be reckoned from first of every month to the last day of that month. The bill will become due on 1<sup>st</sup> of every month in respect of vehicle(s) which were in operation during the preceding month through the controlling officer of vehicle.
- 6.3 Income Tax will be deducted at source as per Income Tax Act.
- 6.4 90 % payment will be made by the concerned Accounts Officer through RTGS after submission of bills and completing contractual formalities of RTGS. The balance 10% payment will be released after two months of the satisfactory completion of the contract period.
- 6.5 While making payments the Accounts Officer will deduct all the statutory deductions as applicable from time to time.

### 7. EPF/CPF Scheme:-

- 7.1 The contractor will have to furnish the information in Performa "C" every month or with every bill in respect of the employees engaged in connection with the execution of work from the date of its commencement and up to the date of completion of this work. If the contractor fails to furnish this information, the Accounts Officer will deduct the amount from the each bill of the contractor at the rates applicable at the time of payment as per CPF rules/Act and keep under the head 46.962 (Misc. deposit) of the contractor/employee till furnishing the information in the above mentioned Performa along with nomination form within stipulated period failing which the amount so deducted shall be deposited with regional P.F. commissioner within stipulated period as per CPF rules/Act. The contractor has to pay the minimum wages to the driver as per Govt. Of Rajasthan Rules.



7.2 In case the owner of the vehicle himself drives the vehicle then all the bindings as mentioned for driver will be applicable to him also.

#### 8. ACCIDENT:-

8.1 Any compensation payable for damages caused due to accident by contractors vehicle/driver to any party/property/ vehicle/ driver shall be borne by the contractor. Department will not be responsible for any kind of compensation for the accident of vehicle/driver.

#### 9. PENALTY:-

- 9.1 In case the vehicle is not provided on a day, prorata deduction from the monthly charges bill will be deducted (i.e. fixed daily charges)
- 9.2 Vehicle will have to be provided by contractor as per requirement of controlling officer/in charge of the vehicle and absence of the vehicle is not permissible, so substitute road worthy vehicle with complete documents will have to be provided by contractor.
- 9.3 In case substitute vehicle as required vide Para 9.2 is not provided by contractor, a penalty equal to fixed daily charges per vehicle will be imposed by the Nigam in addition to payment term at clause 9.1.
- 9.4 However, in any case, if the vehicle is not provided continuously for seven days, it will be considered as unsatisfactory performance for which security deposit and other financial holds of the contractor shall be forfeited and contract shall be terminated.
- 9.5 Penalties imposed vide Para 9.3 shall be recovered from the monthly bills or Security deposit.

#### 10. RISK & COST:-

10.1 In case of poor performance or failure to carry out this contract as per terms and conditions of the agreement or not providing the vehicle, concerned controlling officer of the vehicle will have the right to hire vehicle from the open market at the risk & cost of the contractor, in addition to imposition of penalties as per penalty clause vide Para 9.1 to 9.5 above. The risk and cost amount will be recovered from the security deposit and other financial holds of the contractor.

#### 11. PARKING:-

- 11.1 The hired vehicle may be parked in the premises of RRVPNL if space is available. However in this case, the safety & security of the vehicle shall not be the responsibility of the RRVPNL and it will be at the risk of the contractor.
- 11.2 For parking of the vehicle at contractors place/garage, kilometer runs to & fro from contractor's place/garage to the RRVPNL office will not be counted for payment.
12. Decision of the in charge of the vehicle regarding the meaning and effect of the terms & conditions shall be final and binding on contractor.
13. In case of any violation of terms & conditions of contract or unsatisfactory service performance, the vehicle in charge reserves the right to terminate the contract by giving 15 days Notices to the contractor.

#### 14. ARBITRATION:-

- 14.1 In the event of any question, dispute or difference arising under the agreement or in Connection therewith, except as to matter the decision of which is specifically provided under the agreement. the same shall be referred to sole arbitration of the Chief Engineer (T&C) RVPNL, Jaipur.
- 14.2 The agreement to appoint an arbitrator will be in accordance with the arbitration and conciliation act 1996. There will be no objection to any such appointment that the arbitrator is Govt. Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government servant he has expressed views on all or any of the mater under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such

arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever may be the Chief Engineer (T&C) RRVPNL, Jaipur or the said officer shall appoint another person to act an arbitrator in accordance with the terms & conditions of the contract agreement and the person so appointed shall be entitled to proceed from the stage of which it was left out by his predecessors.

- 14.3 The arbitration may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 14.4 The venue of the arbitration proceeding shall be the office of concerned Superintending Engineer RVPNL or the Chief Engineer (T&C) RRVPNL Jaipur or such other places as the arbitrator may decide.

#### 15. FORCE MAJEURE CONDITIONS:-

If at any time during the period of contract, your performance in whole or in part be prevented or delayed by the reasons of any war, hostility acts of public enemy, civil commotion sabotage, fire, floods, explosion, epidemics, Quarantine, Restriction, act of god herein after referred to as "Events" then provided notice or an adequate proof of the work having been suffered on account of these events is given within 21 days of the date of occurrence, there of the provisions of sub-clause 11.3 in 11.5 of clause 11 shall not be invoked by concerned authorities of the RRVPNL. Provided that the work under the contract shall be resumed immediately.

After such events has ceased to exist and the decision of the Chief Engineer (T&C) RRVPNL Jaipur or his authorized officers whether the work has been resumed or not shall be final and conclusive.

#### 16. CONTRACT AGREEMENT:-

The contractor shall execute contract agreement on the non-judicial stamp paper as per GuR stamp duty Act subject to minimum of Rs.500.00 in the prescribed Performa within 3 days after receipt of the order. The contract agreement will be furnished to the in charge of vehicle. The following documents are also to be enclosed with contract agreement:

Copy of the detailed order, duly signed on each & every page. All the above contract documents shall be signed by the contractor or an authorized person holding valid Power of Attorney duly registered. No payment shall be released in absence of executing the contract agreement.

#### 17. ACCEPTANCE OF THE ORDER:-

The acceptance of the order should be conveyed to the in charge of the vehicle within a period of 7 days after receipt of the order, failing which it shall be presumed that terms and Conditions incorporated in the order are acceptable to contractor.

**SCHEDULE-I**

**SCHEDULE OF PRICES**

**BN-06**

The Superintending Engineer (Communication)  
RVPN, Jaipur.

Sub:- Offer for providing services of vehicle (BOLERO/THAR) on hire with driver but without POL for the period 01.04.2017 to 31.03.2018 against BN-06.

We are pleased to quote our rates herein for providing services of inspection vehicle as per terms & conditions mentioned in the bid specification BN-06.

| S. No | Particulars  | Qty. of Vehicle. | No. of days to be hired. | Rate per day (24 Hrs) Rs | Total Amount For one year in Rs |
|-------|--|------------------|--------------------------|--------------------------|---------------------------------|
| 1     | Providing vehicle (Bolero / Thar) with Driver for 24 Hrs (24 x 7 basis) from 01-04-2017 to 31-03-2018 =365 Days in the office of:-<br><br>ASSISTANT ENGINEER (COMMN.), RVPN, Kota. | 1 No.            | 365 days.                |                          |                                 |
|       |  | TOTAL            |                          |                          |                                 |

Total amount quoted in words \_\_\_\_\_

1. All the terms & conditions of the bidding documents attached herewith are accepted.
2. The contract period may vary and shall be final as per order to be placed.

Date:-

Place:-

Authorized Signatory/ Contractor  
With name & Address

**Statement of Vehicle**

**BIDDER'S NAME:** \_\_\_\_\_

**COMPANY'S NAME AND ADDRESS:** \_\_\_\_\_

| S. N. | Registration Number | Model (Year) | Date of Registration | Vehicle Owner's / Name | Vehicle Type ( Please specify) | Validity Details |         |          |           |
|-------|---------------------|--------------|----------------------|------------------------|--------------------------------|------------------|---------|----------|-----------|
|       |                     |              |                      |                        |                                | Permit           | Fitness | Road Tax | Insurance |
| 1     |                     |              |                      |                        |                                |                  |         |          |           |

**Note:** Use additional sheets if required.

**Declaration:**

**The details as above furnished are correct and true. I undertake to produce original Documents of the above said vehicles for verification as and when called for.**

**DATE**

**BIDDERS'S SIGNATURE**

**OFFICE SEAL**

## APPENDIX

### **i) 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.

**ii) 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:

**iii) Annexure –C: Grievance Redressal during Procurement process**

The designation and addresses of the First Appellate Authority is \_\_\_\_\_

The designation and addresses of the Second Appellate Authority is \_\_\_\_\_

**(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, omission, 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 endeavor 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 authorized 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.



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

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:.....0.....

Place .....

Date .....

**Appellant's Signature**

#### **iv) Annexure –D: Additional Conditions of Contract**

##### **1. Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid security shall be forfeited or its Bid Securing Declaration shall be executed.

##### **2. Procuring Entity's Right to vary Quantities**

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the procuring Entity does not Procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
  - (iii) In case of procurement of Goods or Services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.