BID SPECIFICATION NO. RVPN/XEN/220 KV/GSS/HPR/BN- 01/2019-20

Bids are hereby invited in e-Bid system for HIRRING OF 02 NO. (MINIMUM 32/30 CAPACITY SEATED) SCHOOL MINI BUSES ON CONTRACT BASIS TO COMMUTE THE SCHOOL GOING CHILDREN FROM 400 KV GSS RVPN L RESIDENTIAL COLONY HEERAPURA TO VARIOUS SCHOOLS W.E.F. 01.07.2019 TO 31.03.2020. Bids are to be submitted online in electronic format on website http://eproc.rajasthan.gov.in. The Bid document/specification can be downloaded from above mentioned website.

GENERAL DETAIL OF WORKS:

<table>
<thead>
<tr>
<th>A</th>
<th>BID No.</th>
<th>XEN/220 KV/GSS/HPR/BN- 01/2019-20</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Work Description</td>
<td>HIRRING OF 02 NO. (MINIMUM 32/30 CAPACITY SEATED) SCHOOL MINI BUSES ON CONTRACT BASIS TO COMMUTE THE SCHOOL GOING CHILDREN FROM 400KVGSSRVPNLRESIDENTIALCOLONY HEERAPURA TO VARIOUS SCHOOLS W.E.F. 01.07.2019 TO 31.03.2020.</td>
</tr>
<tr>
<td>C</td>
<td>Cost of Bid Specification</td>
<td>Rs. 1180.00 (One Thousand One Hundred Eighty Only)</td>
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<tr>
<td>D</td>
<td>Processing Fee of RISL</td>
<td>Rs. 1180.00 (One Thousand One Hundred Eighty Only)</td>
</tr>
<tr>
<td>E</td>
<td>Bid Security</td>
<td>Rs 15722/-</td>
</tr>
<tr>
<td>F</td>
<td>Estimated Cost</td>
<td>Rs.07.86 Lac (Approx.)</td>
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<tr>
<td>G</td>
<td>Validity</td>
<td>120 days after the date of Bid Opening</td>
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</table>

IMPORTANT DATES:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Events</th>
<th>Date &amp; Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Date of downloading of Bid specification</td>
<td>29.06.2019 To 08.07.2019</td>
<td><a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> and <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a></td>
</tr>
<tr>
<td>(ii)</td>
<td>Deposit of Cost of Bid Specification, Processing Fee &amp; Bid Security</td>
<td>Up to 08.07.2019 Hours 14.00</td>
<td>Office of the SE (T&amp;C JPR City), Heerapura, Jaipur-302021</td>
</tr>
</tbody>
</table>
### Table

<table>
<thead>
<tr>
<th>(iii)</th>
<th>Date &amp; Time of pre-Bid meeting along with Pre-bid Queries</th>
<th>Up to</th>
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<tr>
<td></td>
<td></td>
<td>Hours</td>
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<table>
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<tr>
<th>(iv)</th>
<th>Start date &amp; time of submission/uploading of electronic bid</th>
<th>To</th>
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<tbody>
<tr>
<td></td>
<td>29.06.2019...11.30.09.</td>
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<tr>
<td></td>
<td>08.07.2019...13.</td>
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<td></td>
<td><a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></td>
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</tbody>
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<table>
<thead>
<tr>
<th>(v)</th>
<th>Opening of Technical Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>09.07.2019...11.60.</td>
</tr>
<tr>
<td></td>
<td>(............ Hours)</td>
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<td></td>
<td><a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></td>
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<table>
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<tr>
<th>(vi)</th>
<th>Opening of Price Bid</th>
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<tr>
<td></td>
<td>(.............)</td>
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<tr>
<td></td>
<td><a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></td>
</tr>
</tbody>
</table>

### 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 due to non-availability of / hanging of website at last moments. The date of submission of bids will not be extended if system is hang up in last hours or congestion.

2. Furnishing of Bid Security/Exemption certificate as per clause No.1.03 of Section-I of this specification is essential otherwise the electronic bid will not be opened. The bid security is 2% of the estimated value of Bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of value of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the estimated value of bid.

The Small Scale Industries of Rajasthan shall furnish notary attested copy of acknowledgement of EM-II from the concerned District Industries Centre along with an affidavit in prescribed format at Appendix-II of specification to claim the above bid security. The sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR) shall furnish documentary evidence duly attested by Notary to claim the above bid security.

In lieu of bid security, Departments' of the Rajasthan State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the Rajasthan State Government and Government Undertakings of the Central Government may furnish bid securing declaration in the prescribed format at Appendix-II of specification. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

3. (i) The bidder will have to deposit prescribed cost of Bid specification by DD/Banker's cheque 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), Heerapura, Jaipur-21 and obtain a receipt thereof.

(ii) The bidder will have to deposit prescribed Bid Security by DD/Banker's Cheque payable in favour of Accounts Officer (T&C Jaipur City), RVPN Ltd., Jaipur payable at Jaipur up to stipulated date & time in the office of the A.O. (T&C Jaipur City), Heerapura, Jaipur-21 and obtain a receipt/ acknowledgement thereof and they shall upload the receipt/ acknowledgement along with their online bid.
(iii) The bidder will have to submit prescribed processing fee by DD/Banker's Cheque in favour of M.D, RISL payable at Jaipur with the S.E. (T&C-JPR city), RVPN, Jaipur up to stipulated date & time and obtain a acknowledgement thereof.

4. Bid security is to be furnished also by the Vendors registered with the NIGAM.
5. The Central and State Govt. undertaking/Corporations and companies are exempted from furnishing of bid security. However, they have to upload copy of certificate/documentary evidence in support of their being Govt. undertaking, with their bid.

6. Technical and Commercial deviations, if any, shall only be mentioned in 'Schedule-V Section IV 'Departure from the Specification' attached with this specification. Mentioning of such deviations elsewhere in the offer will not be considered as deviation. The printed terms and conditions of firms, if any, attached with the Bid will not be considered. RVPN shall have right to accept or reject these deviations.

7. Offers of bids without Schedules and without relevant documents with respect to qualifying requirements shall not be considered.

8. Any cutting/ over writing in the figures of Bided documents should also be clarified / indicated in words duly signed.

9. 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.

10. The Bid documents can be downloaded from web site http://eproc.rajasthan.gov.in. Details of this Bid notification and pre-qualification criteria can also be seen in BID exhibited on website www.rvnp.co.in. Bids are to be submitted online in electronic format only on website http://eproc.rajasthan.gov.in.

11. The bidders who are interested in bidding can download Bid documents from http://eproc.rajasthan.gov.in up to the stipulated date & time.

12. Bidders who wish to participate in this Bid will have to register on http://eproc.rajasthan.gov.in (bidders registered on eproc.rajasthan.gov.in before 30.09.2011 need to register again). To participate in online Bids, bidders will have to procure Digital Signature Certificate (Type-II or Type-III) as per Information Technology Act-2000 by using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, Safe crypt, N code etc. or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for future assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.

Contact No. 0141 – 4022688 (Help desk 10.00 AM to 6.00 PM on all working days) e-mail eproc@rajasthan.gov.in
Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur

13. Bidder shall submit their offer online in electronic formats both for technical and financial proposals. However, cost of specification and Bid Security in the office of A.O. (T&C Jaipur City), Heerapura, Jaipur-21 and Processing Fee with S.E. (T&C-JPR city), RVPN, Jaipur should be submitted physically at the respective offices, up to stipulated date & time. The Bidder shall upload scanned copies of receipts / acknowledgement of above fee documents along with their online bid.

14. Before electronically submitting the Bids, it should be ensured that all the Bid papers including conditions of contract are digitally signed by the Bidder.
15. Bidders are also advised to refer “Bidders Manual” available under “Downloads” section for further details about the e-Bidding process.

16. The online Bids will have to be digitally signed and submitted in time specified on in http://eproc.rajasthan.gov.in the following manner:-

ONLINE SUBMISSION:
The Bidders have to submit their bid in 3 covers comprises of

(a) Cover 1 (.pdf) : FEE (scanned copies)
(i) Proof of depositing cost of Bid specification i.e. the receipt issued by the Accounts Officer (T&C Jaipur City), RVPN, Jaipur on account of depositing the cost of Bid specification through DD/Banker’s Cheque payable in favour of Accounts Officer (T&C Jaipur City), RVPN Ltd., Jaipur.

(ii) Proof of submitting Processing Fee i.e. the acknowledgement issued by the S.E. (T&C-JPR city), RVPN, Jaipur on account of depositing the processing fee through DD/Banker’s Cheque in favour of M.D. RISL payable at Jaipur.

(iii) (a) Proof of depositing bid security i.e. the receipt/ acknowledgement issued by the Accounts Officer (T&C Jaipur City), RVPN, Jaipur on account of depositing bid security through DD/Banker’s Cheque payable in favour of Accounts Officer (T&C Jaipur City), RVPN Ltd., Jaipur or bank guarantee in prescribed format.

(b) Bid security is to be furnished also by the Vendors registered with the NIGAM.

(c) The Central and State Govt. undertaking/Corporations and companies are also exempted from furnishing of bid security. However, they have to upload copy of certificate/documentary evidence in support of their being Govt. undertaking, with their bid.

(b) Cover 2 (.pdf) : TECHNO COMMERCIAL BID (scanned copies)

The technical information has to be prepared very carefully since it will be the basis for the pre-qualification of bidders. Only relevant and to the point information should be indicated. Bidders should neither supply information not requested in the specification nor make any comments. Failure to provide any required information, may lead to the rejection of the offer. Bidder must read Section-I, Section-II, Section-III & Appendix of specification very carefully before signing on it. Similarly, Schedules-I to V of Section-IV. Documents in support of qualifying requirement etc. must be signed digitally on each & every page by the authorized representative of the firm after filling requisite information/details, desired in the specification & PQR (Pre Qualifying Requirement).

(c) Cover 3 (.xls) : FINANCE : PRICE BID

This cover consists of price schedules (BOQ) for HIRING OF 02 NO. (Minimum 35/30 CAPACITY SEATED) SCHOOL BUSES ON CONTRACT BASIS TO COMMUTE THE SCHOOL GOING CHILDREN FROM 400 KV GSS RVPN RESIDENTIAL COLONY HEERAPURA TO VARIOUS SCHOOLS. The Bidder must quote the prices for the service in the manner as indicated in the Price schedules, failing which Bid is liable for rejection. The rates/prices shall be entered in figures quoted. These schedule(s) must be digitally signed by the authorized representative of the firm.

17. The bidder, if is a Micro, Small or Medium enterprise as per the Micro, Small & Medium enterprise development act, 2006 (MSMED Act 2006) and registered with the authorities under the above Act for the items/services covered under this Bid, then the firm has to indicate the Entrepreneurs Memorandum No. (Twelve Digit) and scanned copy of the certificate issued by the Authorities under the MSMED Act, 2006 should be uploaded along with the online bid.
18. Payment shall be made to the service provider through RTGS/NEFT for quick and safe transfer of funds across the country. The charges for transfer through RTGS/NEFT shall be on the part of the service provider. The service provider shall furnish particulars to the payment making authorities of RVPN in prescribed format to be provided by the purchaser.

19. This specification includes Section-I, Section-II, Section-III, Section-IV(Schedules) and Appendix.
<table>
<thead>
<tr>
<th>S.NO</th>
<th>PARTICULARS</th>
<th>PAGE. NO</th>
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<tbody>
<tr>
<td>1</td>
<td>SECTION-I</td>
<td>7-14</td>
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<tr>
<td></td>
<td>&quot;INSTRUCTIONS TO BIDDERS&quot;</td>
<td></td>
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<tr>
<td>2</td>
<td>SECTION-II</td>
<td>15-21</td>
</tr>
<tr>
<td></td>
<td>&quot;GENERAL CONDITIONS OF CONTRACT&quot;</td>
<td></td>
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<tr>
<td>3</td>
<td>SECTION-III</td>
<td>22-25</td>
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<td>&quot;SPECIAL TERMS AND CONDITIONS OF CONTRACT&quot;</td>
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<td>4</td>
<td>SECTION-IV</td>
<td>26-29</td>
</tr>
<tr>
<td></td>
<td>&quot;SCHEDULES&quot;</td>
<td></td>
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<tr>
<td>5</td>
<td>ANNEXURES</td>
<td>30-34</td>
</tr>
<tr>
<td>6</td>
<td>APPENDIX</td>
<td>35-41</td>
</tr>
</tbody>
</table>
SECTION - 1

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 in Section II & III 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 his Bid.

1.02 FILLING OF BIDS:

(a) Bids shall be submitted online in the electronic format attached hereto and all blanks in the Bid and the schedule to the specification shall be duly filled in. The completed forms, 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 format / rates of the Bid specification and schedules. The Bidder must comply entirely with specification.

(c) The Bid and all accompanying documents shall be in Hindi/English Language and shall be digitally signed by a responsible and authorized representative of firm. 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 and must be submitted online after signing digitally.

(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 figures only. These must not contain any additions, alterations, over-writing, 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) Any printed conditions of sale on the Bid shall not be accepted by the NIGAM. The Bidder shall incorporate his conditions of sales, if any, in the text of the Bid itself.
(i) All Bids and accompanying documents will have to be digitally signed and submitted in time specified on [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in).

(j) The Bidder should digitally sign the Bid form at each every page at the end.

### 1.03 BID SECURITY:

(a) The Bidder shall furnish prescribed Bid Security by DD/Banker's cheque payable in the name of Accounts Officer (T&C Jaipur City), RVPN Ltd., Jaipur or Bank guarantee in favour of the Procurement Authority in prescribed format (Annexure-IV) up to stipulated date & time and obtain a receipt/acknowledgement thereof. No other mode of deposit shall be accepted.

(b) Any Bid not accompanied by a copy of receipt/acknowledgement for cost of Bid Specification, Processing Fee and bid security / Exemption Certificate 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(s) and signing of contract agreement and submitting performance security either in form of bank guarantee (B.G.) or crossed Bank Draft or by furnishing an undertaking for deduction of performance security from his each running and final bill @ 10% of the amount of the bill by successful bidder(s). 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 a part thereof in circumstance, which according to him indicate that the Bidder is not earnest in accepting/executing any order placed under the specification.

(g) Bid security is to be furnished also by the Vendors registered with the NIGAM.

(h) A pre-bid conference is also scheduled to clarify doubts within the period specified in the NIB of the Prospective bidders who have deposited the cost of bid specification as per the details mentioned in the clause No.1.15 of Section-I. The minutes and response shall be provided promptly to all bidders and shall be published on the respective websites.

### 1.04 DOCUMENTS TO BE UPLOADED WITH THE BID:

Each Bid in electronic format shall be accompanied with the following schedules, documents and the fact of their having been enclosed should be as per Bid specification. All Bids and accompanying documents will have to be digitally signed and submitted in time specified on [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in). The Bid which is not accompanied by any or all of the following schedules, documents or is accompanied by incomplete Annexure / Schedules is liable for rejection:

(a) **Cover 1 (.pdf) : FEE (scanned copies)**

   (i) Proof of depositing cost of Bid specification
(ii) Proof of submitting processing fee
(iii) Proof of depositing bid security / Exemption certificate.

(b) Cover 2 (.pdf) : TECHNO COMMERCIAL BID (scanned copies)

(i) Section – I - Instructions to Bidders
(ii) Section – II - General Conditions of Contract Including Erection
(iii) Section – III - Special Terms And Conditions of Contract
(iv) Appendix – Annexure A to D
(v) Section – IV - Schedules (I to V)
(vi) Documents in support of Qualifying Requirement etc.

The above information should be prepared very carefully since it will be the basis for the pre-qualification of bidders. Only relevant and to the point information shall be indicated. Failure to provide any required information may lead to the rejection of the offer. All above documents are to be digitally signed on each & every page by the authorized representative of the firm after filling requisite information/details desired in the specification & PQR. Departure from specification (Technical & Commercial) shall only be given in Schedule-VII. Deviations indicated elsewhere will be ignored.

(c) Cover 3 (.xls) : PRICE BID : PRICE SCHEDULES (Section – IV, Schedule – I)

This cover consists of price schedules (BOQ) for HIRRING OF 02 NO. (MINIMUM 32/30 CAPACITY SEATED) SCHOOL MINI BUSES ON CONTRACT BASIS TO COMMUTE THE SCHOOL GOING CHILDREN FROM 400 KV GSS RV/PNL RESIDENTIAL COLONY HEERAPURA TO VARIOUS SCHOOLS W.E.F. 01.07.2019 TO 31.03.2020. The Bidder must quote the prices in the manner as indicated in the Price schedule(s), failing which Bid is liable for rejection. The rates/prices shall be entered in figures. These schedule(s) must be digitally signed by the authorized representative of the firm. The opening date for this shall be intimated later on.

1.05 BID FORMAT, SUBMISSION AND OPENING OF BIDS

(a) Bidder shall submit their bid in electronic format by digitally signing the same. Bidder shall procure Digital Signature Certificate (DSC) as per IT Act - 2000.

(b) The documents listed in IIT (Instructions To Bidders) clauses, along with addendum’s issued till date & time of bid submission, shall be filled by the bidder to bind the bidder to contract. All pages of the bid shall be stamped and digitally signed.

(c) All omissions in the schedule of price, must be serially numbered and digitally attested by the officer opening the bids, so as to make further dispute impossible on this score.

(d) Bidders who have to participate in this Bid will have to register on http://eproc.rajasthan.gov.in. Further bidders who have to participate in online Bids will have to procure digital signature certificate as per IT act so that they can sign their electronic bids.

(e) Before electronic submission of Bid, it should be ensured that Section-I, Section-II, Section-III& Appendix of the Bid specification are digitally signed by the Bidder.

(f) All Bids, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over writing in figures or words or corrections not initialed and dated, may be liable to rejection.
(g) The electronically received bids will be opened in the office of the XEN 220 KV GSS RVPN, Heerapura Jaipur on stipulated date & time in the presence of such Bidders or their authorized representative, who choose to be present. The system does not permit electronic submission of late Bids after the due date & time.

(h) The opening of Bid shall not be witnessed by a Bidder or Bidders who himself / themselves has / have not bid for the same work.

(i) In case, the date fixed for opening of the Bids be declared as a public holiday, the bid shall be opened on the next date on which office re-opens after such holiday(s).

1.06 VALIDITY OF OFFERS:

Bids shall be valid for a minimum 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.

1.07 SIGNATURE OF BIDDER:

The Bid must contain the name, designation and place of business of the person or persons making the Bid and must submit online, placing them in 3 covers after filling & signing digitally with his DSC (Digital signature). Bid by a partnership firm must be furnished with full names of all the partners and should be signed digitally by one of the member of partnership firm or by a authorized representative indicating the designation of the person or persons, with authority letter signed by the Chairman/ Secretary other person authorized to bind the Corporation/ Company in the matter.

1.08 QUALIFYING REQUIREMENT:

(a) This Invitation for Bids, issued by the Nigam is open to all firms including company (ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Nigam.

(b) Bidders should not be associated, or had been associated in the past, directly or indirectly, with a firm or any of its affiliates that has provided consultancy services or hired (or proposed to be hired) by the Nigam as project manager for the works/services intended in this bid.

(c) The Bidder, directly or indirectly shall not be a dependent agency of the Nigam.

(d) The other qualification requirements for the eligibility of the bidder are detailed as under:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Bidder Qualification Requirement / Condition</th>
<th>Documents to be submitted by Bidder in support</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Technical Criteria:</td>
<td></td>
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<tr>
<td></td>
<td>(i) The bidder should have at least one year experience for providing Hiring of school Mini bus to Govt. / Semi-Govt. /Reputed Organizations/Private Schools/Govt. School etc. on contract basis in last Three year.</td>
<td>Bidder is required to furnish the performance Certificate for successfully fulfill the criteria from the Utility / Owner / End User for at least one year in last Three year as on the date of Bid opening.</td>
</tr>
</tbody>
</table>
2. **Financial Criteria:**

| (i.) Minimum Average Annual Turnover *(MAAT)* for best three financial years out of last five financial years: Rs.20 Lacs  | Bidder is required to submit the CA Certificate to this respect. Also to submit Balance Sheet / P&L account of last two financial Years in support. |
| *Annual total income as incorporated In the profit & loss account*  |                                                                                           |
| (ii.) Bidder shall have liquid assets (L.A.) or/and evidence of access to or availability of credit facilities: Rs. 10 Lacs |                                                                                           |

3. **Other Documents:**

| (i.) EPF and ESI Registration Number  | Supporting Documents are required to be Submitted by the bidder. |
| (ii.) PAN Card  |                                                                 |
| (iii.) GST Registration Number  |                                                                 |
| (iv.) ITR of last 3 years  |                                                                 |
| (v.) Legal Status of firm, Place of Registration, Principal Place of Business of Company  |                                                                 |

4. **Declaration of Bidder for Qualification**

| To be filled and submitted by bidder.  |                                                                 |

(e) Besides above, only such service provider should apply, who are already registered with provident fund Commissioner. The copy of certificate in this respect should be attested by Notary Public and signed by the bidder or by authorized representative of the firm and then scanned copy must be uploaded along with online bid.

(f) Offer received from Joint Venture bidders shall be ignored/ rejected

(g) The bidder shall quote the price(s) in cover 3(.xls) as per Instructions To Bidders clause No. 1.04 (c)

**1.09 PRICES:**

a) Bidder must quote their prices Per Kilo Meter inclusive all payable taxes and duties in the Section-IV Schedule-I available in cover 3(.xls) of specification. However, for payments of hiring charges shall be calculated as :

(i) **Per Kilo Meter**
1.10 QUANTITIES:

a) The Kilometers indicated in the accompanied schedule (s) are only provisional and the purchaser reserves the right of revising the same at the time of placing the order.

1.11 PERIOD OF CONTRACT:

The period of contract for providing buses services is expected w.e.f. 01.07.2019 (or earlier then, depending upon finalization of contract as the case may be) from the date of issue of order to 31.03.2020 subject to ascertaining satisfactory performance on completion of the contract period, in exceptional cases contract may be extended 50% of above mentioned period by mutually consent of each party with same terms and conditions subject to approval/ permission from competent authority.

1.12 AMENDMENT IN SPECIFICATIONS:

The Superintending Engineer (T&C Jaipur City), 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://eproc.rajasthan.gov.in](http://eproc.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.

Changes in the bidding documents.- At any time prior to the deadline for presenting bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with provisions of section 23.

1.13 GENERAL:

(a) Specification/Bid document may be downloaded by any of the interested Bidder from [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) for the consideration of his Bid up to stipulated date & time. The cost of specification once deposited will not be refunded under any circumstances.

(b) The service provider 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.

1.14 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.

1.15 **PRE-BID MEETING/ CLARIFICATIONS:**

(i) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be published on the respective websites.

(ii) Prospective bidders/firms, who have deposited the prescribed cost of bid specification as specified in NIB, are allowed to attend the pre-bid conference/meeting and submit their pre-bid queries only in the specified format (Annexure-33) and schedule.

(iii) The period within which the bidders may seek clarifications under (b) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under:-

(a) Last date of submitting clarifications requests by the bidder: As per bid specification.

(b) Response to clarifications by procuring entity: As specified in bid specifications

(iv) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

(v) Publishing of any clarification on the respective website shall be deemed to have been conveyed to all bidders in cases of non-availability of contact details of those bidders who have purchased downloaded to the bid document, postal delay, loss of clarification in the transit.

1.16 **Evaluation Criterion:**

The technical evaluation of the bids shall be done on the basis of Qualifying Requirement as per clause no.1.08 of Section-I and the evaluation of price bids of eligible bidders will be carried out on the basis of total evaluated cost of bidders for complete services of hiring of bus against the NIB and accordingly L-1 bidder will be decided and .

1.17 **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.

1.18 Determination of responsiveness.-

The procuring entity shall regard a bid as responsive if it conforms to all requirements set out in the bidding documents, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding documents, or if it contains errors or oversights that can be corrected without touching on the substance of the bid and as covered under RTPP Rule 59.
SECTION II

RAJASTHAN RAJYA VIDHYUT PRASARAN NIGAM LTD
GENERAL CONDITIONS OF CONTRACT

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 Service provider and any change or variation expressed or impressed howsoever made shall be inoperative, unless expressly sanctioned by the NIGAM. The Service provider 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

a) 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.

b) The "NIGAM" shall mean the RAJASTHAN RAJYA VIDHYUT PRASARAN NIGAM LTD represented by Chairman & Managing Director and shall include their legal personal, representative, successors and assignees. The "NIGAM" owner or customer shall mean the NIGAM.

c) 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".

d) The "Service provider" 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.

e) The "Sub-service provider" shall mean the firm or the persons named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the NIGAM and shall include his heirs, legal representative, successors and assignees approved by the NIGAM.

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

g) The "Engineer" shall mean the Chief Engineer, RAJASTHAN RAJYA VIDHYUT 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.

h) "Plant", "Equipment", "Materials", "Stores", "Works", mean to include the plant and materials to be provided and work or works to be done by the Service provider under the Contract.

i) THE 'CONTRACT' SHALL MEAN AND INCLUDE THE FOLLOWING:

1. Invitation of Bid.
2. Instructions to Bids.

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(1)
3. Bid Form including schedule of prices.
5. Letter of Intent and its acknowledgement.
7. Formal work order.
10. Special instructions.
11. Site conditions.
12. Specification, specific conditions, schedules
13. Addenda which may hereafter be issued by the NIGAM on web to the service provider as agreed between the Service provider and the NIGAM.
14. The Agreement to be entered into under Clause 2 of these General Conditions.

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

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

l) The "Site" shall mean the place or places named in the Contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.

m) The "Place of delivery" shall mean the place of delivery at which the service provider is responsible to deliver the materials at the contract price.

n) The "Test of completion" shall mean such tests as are prescribed in the contract to be made by the Service provider before the Plant is taken over by the NIGAM as per the General Conditions.

o) "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.

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

q) CONSIGNEE", The consignee shall mean and include the Controller of Stores, Central Stores Officer, Asstt. Controller of Stores, Store Superintendents and or any other officer/official of the RAJASTHAN RAJYA VIDHYUT PRASARAN NIGAM LTD, all over Rajasthan, performing the duties of the consignee.

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

s) 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.

t) Words importing the singular only shall also include the plural and vice versa where the context requires.
2. **CONTRACT**:

The service provider 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 service provider and the NIGAM shall be furnished free of charge with an executed stamped counter part of the agreement after the Bid has been accepted by the NIGAM. All orders/instructions to the service provider shall, except as herein otherwise provided, be given by the Engineer on behalf of the NIGAM.

3. **SUBLETTING AND ASSIGNMENT**:

The service provider shall not save with the previous consent in writing of the NIGAM, sublet, transfer or assign the contract, or any part thereof, interest therein or benefit or advantage whatsoever nevertheless that any such permission granted to the service provider shall not relieve him from any obligation, duty or responsibility under the contract.

4. **PERFORMANCE SECURITY DEPOSIT**:

a) In order to secure/assure the fulfillment of the contract, the successful Bidder(s) upon receipt of preliminary acceptance letter/detailed purchase order as the case may be shall furnish within a period of 15 days a Performance Security deposit amount equivalent to 5% (Five percent) of the contract value for one year contract period either by furnishing an undertaking for deduction of performance security from his each running and final bill @ 5% of the amount of the bill or by crossed Bank Draft or by way of Bank Guarantee from the scheduled Bank in the prescribed proforma to be obtained from the NIGAM on a Rajasthan state Non judicial stamp paper of appropriate value as required under the Rajasthan stamp duty Act duly authenticated by a 1st Class Magistrate or notary public or directly confirmed by the issuing Banker along with a certificate with regard to stamp duty. Such Bank Guarantee shall be valid upto a period of 12 months from the date of work order and if required by the NIGAM, the validity of the Bank guarantee shall be further extended for such period as desired. The B.G. is to be furnished in whole Rupees.

b) Unless otherwise specifically required to be retained / forfeited by RVPNL in part or full, The Performance security deposit shall be refundable on the request of the contractor after one month of completion of the entire contract to the satisfaction of the RVPNL and on submission of annual return of EPF contributions and annual contribution slips of individual workers engaged during the term of contract as issued by CPF department whichever is later.

In absence of the same clearance / annual inspection note by the CPF department for the term of the contract may also be entertained. The Engineer-In-Charge will ensure that there is no grievances of workers regarding dues.

c) If the service provider fails or neglect to observe or perform any of his obligation under the contract, it will be lawful for the NIGAM to forfeit either in whole or in part at his absolute discretion, the Performance Security deposit furnished by the service provider.

d) No interest shall be payable on such deposits. Bank charges or any other charges, if any, shall be to the Service provider's account. If the service provider fails to provide the Security within the period specified, such failure shall constitute a breach of the Contract and the NIGAM shall be entitled to make other arrangements at the risk and expenses of the service provider and the Bid Security deposited by the Service provider shall stand forfeited to the NIGAM.
5) **GST:**

The bidder shall quote the prices inclusive of applicable GST. Any liability towards GST, if arises/applicable, inclusive of cost of material to be supplied by RVPN free of cost, shall be to the bidder's account. The bidder shall give GST registration number. Any statutory variations in GST will be to the service provider's account.

The contractor shall have to give an undertaking with each bill that due GST shall be deposited by them regularly.

The contractor will submit the documentary proof of quarterly deposit of GST and also give an undertaking that if the GST deposited is refunded on any ground by Excise Department the same shall be deposited in RVPN.

6) **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 him as per Government rules / deducted from his bills / invoices at the prevailing rate and if such tax is not applicable, then the service provider can claim reimbursement of the same from the relevant competent authority. However necessary TDS certificate(s) shall be issued by Nigam's paying Authority.

7. **COMPLETION TIME:**

a) The period for providing buses services is expected w.e.f. 01.07.2019 (or earlier then, depending upon finalization of contract as the case may be) to 31.03.2020. The contract may be extended on same terms and conditions by mutually consent of the service provider and RVPN, subjected to approval from competent authority.

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

8. **TERMS OF PAYMENT:**

Payment will be made to the service provider on submission of bills in accordance with the procedure as detailed below.

i) Payment equal to 100% (In case service provider furnishes Performance Security deposit by crossed Bank Draft or by way of Bank Guarantee) or 95% (In case service provider furnishes an undertaking for deduction of performance security amount from his each running and final bill @ 5% of the amount of the bill) of the total value of the contract will be paid against monthly running account bills to be submitted to the Executive Engineer (220 KV GSS), Heerapura in-charge of the work.

ii) **Balance 5% payment will be made after the one months performance period is over and instructions for release of the RMD has been issued by the SE(T&C-Jaipur City).**

(iii) If a firm providing hiring of bus services to the RVPN obtain 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 bear any liability towards the bank in such cases. This is to safeguard interest of the NIGAM against the firms/suppliers taking advantage of bank finance.
Deduction, in respect of deficiencies etc. will be made by the Engineer-In-charge while passing/verifying the bills and simultaneously be conveyed to the service provider.

The following time schedule is specified within which verification /countersignature of all bills shall be done.

<table>
<thead>
<tr>
<th>All R.A.Bills</th>
<th>Other Bills (PV, balance payment etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Verification by AEN-Incharge &amp; submission to XEN.</td>
<td>7 days</td>
</tr>
<tr>
<td>b) Countersignature by XEN &amp; forwarding to AQ(T&amp;C JPR City)</td>
<td>3 days</td>
</tr>
</tbody>
</table>

9. MODE OF PAYMENT:

9.1) 100% or 95%(as the case may be) payment after making necessary deduction (towards S.D., I. Tax & other if any) shall be made by Accounts Officer(T&C-Jaipur City),RVPN, Heerapura against satisfactory performance of work done on monthly basis.

The contractor will submit the monthly bill in triplicate to XEN / Engineer In charge of work. The same will be verified by concerned XEN/ AEN and forward to Accounts Officer(T&C- Jaipur City),RVPN, Heerapura duly signed by the Executive Engineer- Incharge, for arranging the payment after obtaining the following from the contractor.

(i) Self attested copy of bank Challan of PF Deduction deposited in the bank.
(ii) Monthly statement/ return of PF contributions with name of workers & PF Account numbers etc. and PF undertaking in duplicate.
(iii) Self attested copy of payment sheet of previous month.
(iv) Self attested copy of labour licence, if applicable.
(v) Self attested copy of insurance cover note.
(vii) Undertaking in respect of depositing GST regularly by Contractor.
(viii) The Contractor will have to provide Pay Slip to every labour/ worker every month at the time of payment indicating PF A/c No. with PF Deduction amount and amount of Overtime as per Labour laws and Factory Act. The firm also submits one copy of Pay slip of each labour/ workers every month to the Engineer Incharge.
(ix) The payment shall be made through RTGS within thirty days from the date of submission of complete document and completion of all contractual formalities as per requirement of the work order but in case of delay in payment the purchaser shall not be liable to pay any interest on the outstanding amount to the service provider.

10.0 EMPLOYEES PROVIDENT FUNDS:

The service provider shall have to submit a certificate every month that he is an establishment covered under the employees provident fund and miscellaneous provisions act.1952 and is having a separate code number with the Provident Fund Commissioner and also that the Provident Fund contribution in respect of all the employees employed by him along with employer's share of contribution etc. is being deposited with the Provident Fund authorities
and shall also submit certified photo copies of the challans of deposits. In absence of above, the service provider shall be liable to deposit employee contribution, as well as, Employer's contribution and other charges in respect of all the employees engaged by him for the said work with RVPN along with details of the employees, their wages and the amount of contribution as per RVPN CPF Rules every month. In case of failure, RVPN shall be entitled to deduct 16% of the amount from his bills.

10.1 ESI Clause :-
Bidder must be registered under ESI Act.

11. CONTRACT DOCUMENTS:

The service provider shall have to execute the contract agreement within 15 days from the date of receipt of detailed work order in triplicate in the prescribed non judicial stamp paper as per stamp duty applicable in Govt. of Rajasthan along with copy of work order, copy of Section-I (Instructions To Bidders), Section-II (General conditions of Contract), and Section-III (Special Terms and Condition of Contract). It is advised that each and every page of relevant documents are signed by authorized person with stamp.

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/- which should be attested by the notary public. For this a copy of power of attorney in favour of person signing these documents, duly notarized in original be also submitted along with the above documents.

The receipt of above documents in order shall be notified by the Accounts Officer (T&C Jaipur City), RVPN, Jaipur in due course of time under intimation to this office. No any payment shall be released without acceptance of the contract agreement.

12. FURTHER CORRESPONDENCE:

i) All correspondence pertaining to the work order in respect of any clarification required on the terms and conditions etc. should be addressed to The Executive Engineer (220 KV GSS), RVPN, Heerapura, Ajmer Road, Jaipur-21.

ii) All the correspondence pertaining to the payment of the bills etc. should be addressed to the Account Officer(T&C-Jaipur city), RVPN, Heerapura, with copies to this office and the consignee.

iii) All the correspondence relating to operation/direction regarding regulation of route and time of buses shall be addressed to the Executive Engineer (220 kV GSS) RVPN, Heerapura Jaipur with a copy to this office and to the Account Officer(T&C-Jaipur city), RVPN, Heerapura.

13.0 FORCE MAJEURE CONDITIONS:

If at any time during the period of contract the performance in whole or in part is prevented or delayed or the contractor is not able to arrange execution of the work due to reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine, restrictions, strikes, lock outs or acts of god (here in after referred to as event) then provided a notice and adequate proof of execution / performance of work having suffered on account of these events is given within 24 hours from the hour of occurrence and further in case of strike / labour dispute prolongs beyond a period of 48 hours, the contractor shall immediately inform to the RVPN. The Nigam reserves the right to get the work done from any other agency at the risk & cost of the contractor.
14. DISPUTES:

i) All disputes, differences, questions, whatsoever arising between the NIGAM and Service provider upon or in relation to or in connection with the contract shall be deemed to have arisen at JAIPUR (RAJASTHAN) only and no courts other than courts in Jaipur shall have jurisdiction to entertain the same.

ii) The RVPN has constituted the centralized standing committee for settlement of disputed claims under conditions of contract relating to RVPN.

The committee shall consider all cases for settlement of disputed claims relating to purchases, works, turnkey contracts and labour contracts, civil works etc. The committee shall also take decision whether a particular matter is required to be referred to the Board for approval before settlement. The matter for settlement shall only be referred to the centralized standing committee of RVPN by following the guide lines detailed below:

(1) Disputes will be referred contract wise.

(2) Disputes involving amount above Rs.1.00 lacs only will be referred / entertained.

(3) Non-refundable fee shall be deposited by the service provider / firm @ 2% of disputed amount as claimed by the service provider/firm subject to maximum fee of Rs.1.00 lac.

(4) In case of disputes, Application for settlement (only in prescribed format) may be collected from the purchaser office.

The centralized standing committee fees shall be deposited in cash/ demand draft/ pay order with the Accounts Officer (T&C Jaipur City), RVPN, Jaipur and shall furnish receipt thereof with a request for referring their disputes to the centralized standing committee for decision.

For settlement, the firm shall furnish their application (only in prescribed format) indicating the details of dispute / grievances along with requisite settlement fee within a period of six months after receiving communication from Contracts Wing giving rise to cause of dispute / grievances.

15.0 TERMINATION OF CONTRACT:

RVPN reserve the right to cancel the contract at any moment without assigning any reason. If the Service provider fails to carry out work satisfactorily under this contract RVPN at its discretion can get the work done by another party or parties at the risk and cost of contractor without prejudice to the RVPN's right under the terms & conditions of this contract and any extra expenditure involved in this regard shall be recovered from the Contractor.

16.0 ENGINEER-IN-CHARGE: The Executive Engineer(220 KV GSS), Heerapura shall be the In-charge of the work of this contract. The route schedule shall be given by the Engineer-In-Charge and his decision/direction shall be final regarding regulation of route and time of buses.

17.0 ACCEPTANCE OF THE ORDER:

The acceptance of the order shall be conveyed to the Superintending Engineer(T&C-Jaipur City), RVPN, Heerapura, Ajmer Road, Jaipur-21, within ten days of the receipt of order in the prescribed proforma failing which it will be presumed that the terms and conditions incorporated in the order are acceptable to the service provider.
SECTION - III

SPECIAL TERMS & CONDITIONS OF CONTRACT

1.1 SCOPE:

The services of 2 no. school mini buses along with driver, having of capacity 30/25 or more seats of each buses to commute school going children of the 400 KV GSS, RVPN Colony, Heerapura to various schools at scheduled time and route. However, RVPN have reserve its right to minor change in its scheduled route. The details of school timings with name of schools and tentative route is available at Annexure-I.

The service provider is required to operate the school, vehicle service with safety, security & punctuality as per the given route & timing.

1.2 REGULATORY TERM & CONDITIONS:

The buses service provider should comply the following regulatory terms and conditions strictly:

I) Buses shall run as per the time schedule given (Annexure-I) and should reach at destination 15 minutes before the time schedule.

II) The buses arranged to provide should be well maintained, and the model of buses should not be earlier than year 2013.

III) The buses service provider should ensure that the drivers and conductors on the buses are well cultured, mature and well behave in dignified manner with the children and their families. The drivers and conductors be in neat and clean dress every day, if dress are not clean then it will cause deduction of penalty @Rs.10/- per day. All expenses related to driver and conductor etc. will be borne by the service provider.

IV) Periodical R&M or overhauling of the buses should be managed in such a way that there is no disturbance in the ply of schedule. An alternative arrangement of buses in good condition shall immediately be arranged to the commuters. The service provider shall ensure that during working days no break down occurs.

V) Each bus shall be allowed for service/ overhauling once month on holiday and to & from KM run for the said purpose shall not be considered in total KM run to be paid.

VI) PENALTY: The service provider shall make alternative arrangement within two hours otherwise penalty amounting to Rs.250/- per trip max up to 500/- per day per bus will be imposed for the said failure in timely arrangement.

(e) The contractor will have to provide vehicle within 7 days from the date of LOI. Falling which an amount twice the ordered charges shall be charged on penalty on per day basis for delayed period penalty may be reduced or waved off on the sole discretion of the Chief Engineer(T&C), RVPN, jaipur.

(i) As the 30/35 seated or more bus has been taken for pick & drop purpose for school going children. If delay occurred for school timing it may cause problem to school going children in case of any default or delay on the part of the contractor for not completing the work in time as per requirement of work, recovery/penalty shall be made from running bills as under:-
i) If the driver not available for a particular trip than the penalty of Rs. 500/- will be charged.

ii) If driver not available for complete day the penalty will be imposed Rs. 2000/- and bill verification will be done on the basis of availability in No. of days of the vehicle.

iii) In case of breakdown :-

a) For attending puncher in day hour - Two hours time will be allowed but it will be responsibility of the contractor to pick and drop the shift timely.

b) For major breakdown work – One day time will be allowed on each 2000 Kms. run after taking consent of the Engineer-in-charge, during this period contractor will arrange necessary arrangement for picking and dropping the shift.

iv) Driver and Khalasi should be available in proper uniform. Otherwise the penalty will be imposed Rs. 10/- per day.

If due to any incomplete paper formalities the vehicle taken by RTO in his custody the contractor will be held responsible for the same. In addition to this it is the responsibility of the contractor to provide another vehicle for smooth execution of work

VII) The buses should have been possessed a valid license from RTO to ply the busses on the roads, insurance, road tax, pollution, bal-vahini, fitness certificate, and permit etc. for operation in Jaipur city valid for the deployed school buses entire period of service contract and shall follow all the guidelines issued by the RTO an any court of India.

VIII) The service provider will offer the buses inspection and only after approval by the Executive Engineer/ Assistant Engineer/Representative of Nigam shall be deployed.

Any change in the buses, if necessitated, shall only after prior approval of the Executive Engineer(220 KV GSS Heerapura).

IX) Daily Log Book shall be maintained separately by the busses drivers for both the busses duly verified by the in charge of buses as nominated by the Executive Engineer 220 KV GSS Heerapura for monthly payments. It will be the sole duty of the buses driver to keep the log book under his chest for safety and security.

X) All payment related to road Tax/Fitness/permit/comprehensive insurance/diesel/lubricating oil/tyres/tubes, battery minor or major repair and maintenance in respect of buses shall be borne by the service provider. This shall include the cost incurred in arrangement fuel from petrol pump.

XI) Fuel: Using of LPG cylinder as fuel in the buses are not allowed. The buses are to be operated on designated fuel i.e. HSD.

XII) The hire charges per month and extra running charges based on KM should be inclusive of all expenses for the operation of the transport and no claim for other expense is admissible. Payment for the vehicle demanded by local administration shall not be admissible from this office.

The amount mentioned are subjected to kilometer run running of the vehicle as per BSR & G-Schedule and are payable to the contractor on normal course but the kilometer run mention are tentative/indicative only. The kilometer run may be increase or decrease as per actual requirement during the contract period. The payment shall be made for actual work done satisfactorily. Nigam does not guarantee for payment of entire BSR/W.O. amount.
1.3. STATUTORY REGULATIONS:

(I) The Service Provider should ensure that buses engaged for purpose are registered in accordance with the prevailing traffic regulation including prescribed speed limit. The buses shall carry only student as per the list provided the in-charge of operation of buses. To be provided every month.

(II) All the formalities rules and regulation imposed by the state or local authorities in connection with the operation of buses should be completed by the Service Provider.

(III) Any penalty or fine leveled on account of negligence breach of any formalities/rules/regulation incurred shall be borne by the Service Provider.

(IV) It will be the responsibilities of the Service Provider for proper maintenance and up-keeping of the vehicle for trouble free service.

(V) The staff deployed on buses must be well known with the procedure of traffic rules and civil laws and possess valid driving license. It may also be ensured that their moral character and conduct must be good.

(VI) In case of the accident of any buses, police/court case will be looked after by service provider. RVPN shall not take any responsibility or liability of police, court cases and any compensation arising out of death or liability of the injured person of damages to any party while rendering service against the contract. All such liability/responsibility will be of the Service Provider.

(VII) The risk of passengers, travelling in buses should be conveyed by the Service Provider to the extent the liabilities specified in the motor vehicle Act amended from time to time during the currency of the contract also.

(VIII) The contractor shall ensure that at least minimum wages are paid to their employees/workers as notified by Govt. of Rajasthan time to time.

(IX) The Contractor shall have to provide mobile phone with incoming & outgoing facility to their Supervisor, Driver and Conductor during operation of work. The workers should be asked to give their mobile number to the Engineer-in-charge.

SAFETY: The bus should be equip with First Aid Box and in summer season with drinking water facility.

(i) If due to contractor's negligence and/or non-observance of safety and other precautions, any accident/injury occurs to any other person/public, the contractor shall have to pay necessary compensation & other expenses, if so decided by the statutory authorities under labour laws and/or rules made therein force from time to time.

(ii) If due to contractor's negligence and/or non-observance of safety precautions, damage to RVPN property and personnel's occur, the same will be recovered from the running bill of the contractor or from his security deposit.

The RVPN may with held the whole or part of any payment for work claimed by the contractor, which in the opinion of the order placing authority is necessary to protect himself from loss on account of:

A. Claims filed against the contractor.
B. Failure of the contractor to make due payment for driver/khalasi employed by him.
C. Damage to Nigam property.
D. Insufficient / Unsatisfactory progress When grounds for withholding of payment are removed, to the satisfaction of Engineer-in-charge /order placing authority the payment of the amount due to the contractor shall be arranged by the Nigam

1.4 SERVICE PROVIDER'S OBLIGATIONS:
(I) The service provider is liable to supervise the bus service for smooth & trouble free Operation. He successful contractor shall have to coordinate with the Engineer-in-charge daily.
(II) The normal working hours for the school timings the Drivers & conductor should be available positively

1.5 IMPORTANT:

1.5.1 The bidders should quote these rates strictly in accordance with commercial terms and conditions and other terms and conditions of this Bid specification and they should not quote their own terms and conditions. The bids not falling in line with NIGAM's terms and conditions quoted in the Bid, are liable to be summarily rejected.

1.5.2 In case of any doubt or interpretation of the terms and conditions, the decision of Zonal Chief Engineer(T&C), RVPN, Jaipur will be final and binding to the bidder and no dispute in this regard will be entertained.

1.5.3 The Bidders should specifically note that the offer containing:

a) Deviations/addition/alterations/commissions in bidding schedules.

b) Deviations and contradictions to terms and conditions specified in this Bid are liable to be summarily rejected.

1.6 SPECIAL INSTRUCTIONS:

1.6.1 Offer with any change suggested in price variation formula will be out rightly rejected.

1.6.2 The Bidders shall specifically note that the NIGAM will not pay any extra amount towards any type of claim except for the description indicated in price schedule.
SECTION-IV

SCHEDULE-II
PROPOSAL LETTER

The Superintending Engineer
(T&C-Jaipur City), RVPN
Heerapura, Jaipur-302021

Sub:- Offer for providing 02 Nos. School Mini Bus services against NIB No.BN-01/2019-20
Dt..................

Dear Sir,

We are pleased to submit our offer on online for providing of Bus services as per scope of NIB No.BN-01/2019-20, We are submitting the following documents:-

(1) Section-I, Section-II, Section-III & Section-IV(Schedule-I to V), Annexure and Appendix duly filled signed and stamped for compliance to various terms and conditions.
(2) Copy of registration Certificate, Bal-vahini certificate, Insurance Road Tax, Pollution Control, road Permit, fitness duly attested in respect of 02 No. Bus for providing services.
(3) Duly attested copy of Driving License of proposed Drivers.
(4) Bid security (Amount of Rs............../- only in the form of DD/Banker’s Cheque in favour of Accounts Officer (T&C-Jaipur City), RVPN, Jaipur.

Enclr: - As above

Your Sincerely

Sign and stamp of the Authorized/
Representative of the service provided
### SCHEDULE OF PAST PERFORMANCE

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Details of order executed in the past</th>
<th>Contract value</th>
<th>Time period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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<tr>
<td>4.</td>
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</tbody>
</table>

---

Signature of the Bidder

[Signature]

[Date]
Statement of Vehicle (Mini Bus)

BIDDER'S NAME: __________________________

COMPANY'S NAME AND ADDRESS: __________________________

With telephone No. and E-mail Address __________________________

(NOTE: - The buses arranged to provide should be well maintained, and the model of buses should not be earlier than year 2013 OR on condition of vehicle, if found fit by concerned Incharge/officer, if earlier than of year 2013 but not exceed of yr.2011)

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Registration Number</th>
<th>Model (Year)</th>
<th>Date of Registration</th>
<th>Vehicle Owner's / Name</th>
<th>Vehicle Type (Please specify)</th>
<th>Validity Details</th>
</tr>
</thead>
<tbody>
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<td></td>
<td>Permit</td>
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<tr>
<td>2</td>
<td></td>
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</tr>
</tbody>
</table>

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 __________________________

BIDDER'S SIGNATURE

OFFICE SEAL __________________________
**SECTION-IV**

**DEPARTURE FROM SPECIFICATION.**

The Bidder shall state under this schedule the departure from the purchaser's specification in respect of both technical and commercial terms & conditions:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Main Deviations from Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Technical Deviations:</td>
</tr>
<tr>
<td>2)</td>
<td>Commercial:</td>
</tr>
</tbody>
</table>

Certified that we agree to all Technical Specification and Commercial Terms and conditions as laid down in "General Conditions of Contract" except for the deviations to the extent indicated above.

(Signature of bidders)
Name & Designation
with Seal of the firm
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of School</th>
<th>Address of School</th>
<th>No. of Students</th>
<th>Approximate Distance from RVPNl Colony Heerapura (Kms)</th>
<th>School Timming Summer</th>
<th>School Timming Winter</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>My own Public School</td>
<td>Ram marg Shyam nagar</td>
<td>3</td>
<td>6</td>
<td>7:15 AM to 1:20 PM</td>
<td>7:45 AM to 1:50 PM</td>
</tr>
<tr>
<td>2</td>
<td>Surendra Public School</td>
<td>Gajsinghpura Ajmer Road</td>
<td>3</td>
<td>1 to 1.5</td>
<td>8:30 AM to 2:15 PM</td>
<td>8:30 AM to 2:15 PM</td>
</tr>
<tr>
<td>3</td>
<td>K.V. No.-4 Khatipura</td>
<td>Khatipura Hasanpura</td>
<td>6</td>
<td>8</td>
<td>7:15 AM to 1:40 PM</td>
<td>7:45 AM to 2:20 PM</td>
</tr>
<tr>
<td>4</td>
<td>ALL BEST CHILDREN SCHOOL</td>
<td>Karni Vihar Ajmer road</td>
<td>30</td>
<td>2</td>
<td>7:30 AM to 1:20 PM</td>
<td>8:00 AM to 2:00 PM</td>
</tr>
<tr>
<td>5</td>
<td>St. thomas Sr.Sec. School</td>
<td>Girdharipura</td>
<td>1</td>
<td>4</td>
<td>7:20 AM to 1:30 PM</td>
<td>7:45 AM to 2:00 PM</td>
</tr>
<tr>
<td>6</td>
<td>Bright Future Sr.Sec. School</td>
<td>D-Block Gautam Marg</td>
<td>1</td>
<td>3</td>
<td>7:25 AM to 1:15 PM</td>
<td>7:55 AM to 1:45 PM</td>
</tr>
<tr>
<td>7</td>
<td>Rawat public school</td>
<td>Vivak Vihar Jaipur</td>
<td>1</td>
<td>6</td>
<td>7:30 AM to 12:45 PM</td>
<td>7:30 AM to 12:45 PM</td>
</tr>
<tr>
<td>8</td>
<td>D.A.V. convent public school</td>
<td>Vaishali Nagar</td>
<td>3</td>
<td>5</td>
<td>7:55 AM to 2:05 PM</td>
<td>8:25 AM to 2:35 PM</td>
</tr>
<tr>
<td>9</td>
<td>st.Dunes Convent School</td>
<td>Roshan Nagar Opp. Kankpura</td>
<td>3</td>
<td>8</td>
<td>8:00 AM to 2:00 PM</td>
<td>8:30 AM to 2:00 PM</td>
</tr>
<tr>
<td>10</td>
<td>Beetles International School</td>
<td>Vaishali Nagar</td>
<td>2</td>
<td>4</td>
<td>8:00 AM to 1:30 PM</td>
<td>8:30 AM to 1:30 PM</td>
</tr>
</tbody>
</table>
**PRE-BID QUERIES FORMAT**

Name of the company/Firm
Bidding document fee Receipt No. __________ dated __________ for Rs __________
Name of Person(s) Representing the Company/Firm:

<table>
<thead>
<tr>
<th>Name of person</th>
<th>Designation</th>
<th>E-mail-ID(s)</th>
<th>Tel Nos &amp; Fax No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Company/Firm Contacts

<table>
<thead>
<tr>
<th>Contact Person(s)</th>
<th>Address for correspondence</th>
<th>E-mail-ID(s)</th>
<th>Tel Nos &amp; Fax No</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Query/Clarification Sought

MS(Excel Sheet Format)

<table>
<thead>
<tr>
<th>S.No</th>
<th>Bidder Name</th>
<th>ITB/GCC/ Specification clause No</th>
<th>Bid document page No</th>
<th>Clause details</th>
<th>Query/ Clarification/ suggestion</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

(Signature)
Name & Designation
With seal of the bidder
ANNEXURE-III

PERFORMA OF BID BANK GUARANTEE
(For Bid Security)

(Bank Guarantee in lieu of bid security on non-judicial Stamp Paper of Rajasthan Government of appropriate value as required under the Rajasthan Stamp duty act)

To,
The Procurement Authority / P.O. Issuing Authority,
Rajasthan Rajya Vidyut Prasaran Nigam Ltd.
Heerapura, JAIPUR-302021.

1. Whereas ........................................(name of the Bidder) (hereinafter called the Bidder) has submitted its bid dated ............(date of submission of bid) for the construction of ...............(name of contract)(hereinafter called "the Bid").

2. KNOW ALL PEOPLE by these presents that WE...................(name of bank) of ...............(name of country), having our registered office at..............(addresses of bank) (hereinafter called "the Bank"), are bound into...........................(name of Purchaser) (hereinafter called "the Purchaser") in the sum of Rs.* for which payment well and truly to be made to the said Purchaser, the Bank bids itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ...............day of ...............20..........

3. THE CONDITIONS of this obligation are :

(i) If the Bidder withdraws its Bid during the period of bid. Validity specified by the Bidder in the Bid Form;

or

(ii) If the Bidder refuses to accept the correction of error in his Bid; or

(iii) If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity.

(a) Fails or refuses to execute the Contract Agreement, if required:

or

(b) Fails or refuses to furnish the performance security, in accordance with the General Conditions of Contract.

4. We undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to its owing to the occurrence of one or all of the three conditions specifying the occurred condition or conditions.

5. The decision of the Procurement Authority, RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM, JAIPUR shall be final whether breach has been committed on the right to demand the amount of guarantee from us which has accrued to the purchaser.

[Signature]
6. This guarantee shall not cease or determine, if the purchaser grants time or indulgence or vary the terms of the contract with the Service provider or without our consent or knowledge.

7. The guarantee herein contained shall not be affected by any change in the constitution of the Service provider.

8. We.................further undertake not to evoke this guarantee during its currency except with the previous consent of the Procurement Authority, RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM, JAIPUR.

9. All disputes arising under the said guarantee between the Bank and the Nigam or between the Service provider and the Nigam pertaining to the guarantee, shall be subject to the jurisdiction of Courts in Jaipur, Rajasthan alone.

10. This guarantee will remain in force up to and including one hundred eighty (180) days after the date of the opening of bids, i.e. up to ............... with a further grace period of Ninety (90 ) days and any demand in respect thereof should reach ...................(Name of the Bank) and branch situated at............... (address of Jaipur branch), Jaipur Rajasthan not later than the above date.

Yours faithfully,

Bankers( EXECUTANT )

Signed by the above named Bank in presence of
:-(Signature with full Name and Address)

Witness :

1.____________________

2.____________________

Attested by Notary Public, First Class Magistrate or directly confirmed by the executing bank.

* The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of bid.
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 behavior to impair the transparency, fairness and progress of the procurement process;
(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
(f) not obstruct any investigation or audit of a procurement process;
(g) disclose conflict of interest, if any; and
(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has 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 Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
   f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
   g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer-In-charge/Consultant for the contract.

[Redacted]
Annexure –B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to ........................................ for Contract of ........................................ in response to their Notice Inviting Bid 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:

[Signature]
Annexure –C: Grievance Redressal during Procurement process

The designation and address of the First Appellate Authority is as nominated vide order No.RVPN/AAO/F&F/F.98/D.53 dated 30.06.2016.

(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 there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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 filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose of it 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 Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

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

(a) determination of need of procurement;
(b) provisions limiting participation of Bidders in the Bid process;
(c) the decision of whether or not to enter into negotiations; (d) cancellation of 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.
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.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.
FORM No.1

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

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

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

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

2. Name and address of the respondent(s):
   (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 ..................................................
Format of Affidavit for MSME UNIT.

(On non-judicial Stamp Paper of Rajasthan State of appropriate value attested by Notary Public/First Class Magistrate)

I, ______________ S/o __________ Aged __________ Year residing at ________________
Proprietor/Partner/Director of M/s. _________ do hereby solemnly affirm and declare that:

(a) My/Our above noted enterprise M/s. ______________ has been issued Acknowledgement of Entrepreneurial Memorandum Part-II by the District Industries Center.

The acknowledgement No. is ______________ dated and has been issued ______________ for manufacture of following items:

(i)
(ii)
(iii)
(iv)

(b) My/our above noted acknowledgement of Entrepreneurial Memorandum Part-II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.

(c) My/our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.

(d) The Present status of the firm is as per acknowledgement ______________ of Entrepreneurial Memorandum Part-II issued on date by the District Industries Center, ______________.

Place

Signature of Proprietor/Director
Authorized Signatory with Stamp and date

VERIFICATION

I, ______________ S/o __________ Aged __________ Year residing at ______________
Proprietor/Partner/Director of M/s. _________ verify and confirm that the contents at (a), (b),(c) & (d) above are true and correct to the best of my knowledge and nothing has been concealed therein. So, help me God.

DEponent
**Schedule-I**

**Price Schedule**

Tender Inviting Authority: The Superintending Engineer (T&C - Jaipur City), Raj. Rajya Vidyut Prasaran Nigam Ltd. Heerapura JAIPUR

Name of Work: Providing 02 Nos. School Mini Bus Service for School going children of 400 kV GSS Heerapura residential colony.

Contract No: NIB-

<table>
<thead>
<tr>
<th>Bidder Name:</th>
</tr>
</thead>
</table>

**PRICE SCHEDULE**

This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. (Bidders are allowed to enter the Bidder Name and Values only).

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Prices inclusive of all taxes &amp; including GST etc. (in Rs./Km)</th>
<th>Unit FORD Prices inclusive of all taxes &amp; including GST etc. (in Rs.)</th>
<th>TOTAL AMOUNT In Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hiring of Two Nos. School Mini Bus of model 2013 &amp; onwards to be operated as per route defined in the specification with seating capacity of 32/30 or more to carry school going children of 400 kV GSS, Heerapura Colony to various schools for the period from 01.07.2019 to 31.03.2020.</td>
<td>22460</td>
<td>Km</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total in Figures**

**Quoted Rate in Words**

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[Signatures]