



राजस्थान अक्षय ऊर्जा निगम

(राजस्थान सरकार का उपक्रम)

ई-166, युधिष्ठिर मार्ग, सी-स्कीम, जयपुर

CIN No. U40101 RJ 1995 SG 009847

फोन: 2225859 / 2221650 / 2229055 फैक्स: 0141. 2226028

Email : rrec2016@gmail.com

निविदा प्रपत्र / एन.आई.बी संख्या / 2020-21 / 14

1-	कार्य का नाम	निगम भवन मे किराये पर 30 गमले पौधो सहित लगवाने है यह कार्य एक वर्ष के लिये होगा।
2-	निविदा प्रपत्र का मूल्य	100 + जीएसटी=118रूपये नकद अथवा बैंकर्स चेक / डी.डी. द्वारा निगम में जमा करवाकर निविदा प्रपत्र कार्यालय से प्राप्त किया जा सकेगा।
3-	अनुमानित मूल्य	1.10 लाख
4-	बिड सिक्वोरिटी घोषणा पत्र	50 रूपये के स्टाम्प पेपर पर संलग्न प्रोफार्मा के अनुसार बिड सिक्वोरिटी घोषणा पत्र प्रस्तुत करना है।
5-	निविदा प्रपत्र विक्रय प्रारम्भ करने की तिथि, समय व स्थान	15 फरवरी 2021 अपरान्ह 2.00 बजे से राजस्थान अक्षय ऊर्जा निगम, जयपुर।
6-	निविदा प्रपत्र प्रस्तुत करने की अन्तिम तिथि, समय व स्थान	22 फरवरी 2021, अपरान्ह 6.00 बजे तक (स्टोर शाखा, राजस्थान अक्षय ऊर्जा निगम कार्यालय जयपुर में)
7-	निविदा खोलने की तिथि, समय व स्थान	23 फरवरी 2021, अपरान्ह 4.00 बजे राजस्थान अक्षय ऊर्जा निगम लि0, ई-166, अक्षय ऊर्जा भवन, युधिष्ठिर मार्ग, सी-स्कीम, जयपुर।
8.	Procurement Entity का विवरण	Director (Technical) Raj. Renewable Energy Corp. Ltd., E-166, Yudhisthir Marg, C-Scheme, Jaipur Email- rrec2016@gmail.com Tel.: 0141-2229341
9	निविदा के नियम व शर्तें तथा Annexure A to G	निविदा के नियम व शर्तें तथा Annexure A to G को ध्यान से पढकर निविदादाता हस्ताक्षर कर प्रस्तुत करेगा।



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अनुबन्ध एवं निविदा के नियम व शर्तें:-

1. अच्छी क्वालिटी के 30 गमले पौधो सहित RREC भवन मे किराये पर लगवाने है। यह कार्य एक वर्ष के लिये होगा तथा आपसी सहमति से यह कार्य एक वर्ष के लिये आगे बढ़ाया जा सकेगा।
2. पौधो का रखरखाव संबंधित फर्म को ही करना होगा।
3. खाद व पानी आदि देने का कार्य फर्म को ही करना है।
4. कोई भी पौधा नष्ट या खराब होने पर फर्म द्वारा तुरन्त गमला बदला जावेगा तथा जितने भी दिन नही बदला जावेगा, उतने दिन की राशि काटी जावेगी।
5. पौधो का आवश्यकतानुसार सप्ताह मे एक बार या अधिक धूप मे रखने का कार्य संबंधित फर्म को ही करना होगा।
6. प्रस्तुत दरो मे सभी खर्चे शामिल होंगे।
7. कार्य संतोषप्रद नही होने की स्थिति मे RREC को समय पूर्व कार्य की अवधि समाप्त करने का पूर्ण अधिकार होगा।
8. गमले की साइज व पौधो की किस्म व गुणवत्ता का निर्णय RREC का होगा जो कि निविदादाता को मान्य होगा।
9. सफल निविदादाता/फर्म को परफोरमेन्स गारन्टी के रूप मे ठेके/निविदा की राशि का डिमान्ड ड्राफ्ट/बैंकर चेक के रूप मे 2.5 प्रतिशत राशि जमा करानी होगी तथा 500/- के नॉन-ज्यूडिशियल स्टाम्प पेपर पर अनुबन्ध पत्र निष्पादित करना होगा जो ठेके की अवधि मे वैध होगा।
10. फर्म प्रतिमाह (माह के 7 तारीख तक) डुप्लीकेट मे बिल प्रस्तुत करेगी जिसका प्रमाणन निगम के केयरटेकर/स्टोर इन्चार्ज द्वारा किया जावेगा तत्पश्चात ही भुगतान किया जावेगा।

11. फर्म को भुगतान उनके बैंक खाते में किया जावेगा जिसमें से नियमानुसार देय आयकर की कटौती भी की जावेगी।
12. निविदादाता को निविदा प्रपत्र के प्रत्येक पृष्ठ पर हस्ताक्षर करना अनिवार्य होगा।
13. ठेके/निविदा की अवधि में यदि कोई विवाद उत्पन्न हो जाये तो विवाद पर अध्यक्ष एवं प्रबन्ध निदेशक, राजस्थान अक्षय ऊर्जा निगम, जयपुर का निर्णय अंतिम होगा एवं ठेकेदार/निविदादाता को मान्य होगा।
14. किसी भी प्रकार का विवाद होने पर समस्त कानूनी कार्यवाही के लिए जयपुर स्थित न्यायालय ही न्याय क्षेत्र होगा।
15. ठेके/निविदा की दरें फर्म/व्यक्ति अपने लेटर पेड पर निर्धारित प्रारूप में प्रस्तुत करें।
16. निविदा को बिना कारण बताए स्वीकार/अस्वीकार करने का अधिकार अध्यक्ष एवं प्रबन्ध निदेशक, राजस्थान अक्षय ऊर्जा निगम, जयपुर के पास सुरक्षित रहेगा।
मुझे उक्त सभी शर्तें पूर्णतया मान्य हैं।

निविदादाता के हस्ताक्षर
(नाम व्यक्ति/फर्म)

Annexure -A

फर्म/व्यक्ति (निविदादाता) से संबंधित विवरण

1.	फर्म/व्यक्ति का नाम, पता, ई-मेल, फोन नम्बर/मोबाईल नम्बर	
2.	पैन (आयकर) नम्बर का विवरण	
3.	जीएसटी नम्बर का विवरण	
4.	बैंक का नाम, बैंक अकाउन्ट नम्बर, ब्रान्च का विवरण तथा आईएफएससी कोड का विवरण	
5	फर्म के रजिस्ट्रेशन का प्रमाणपत्र नम्बर	

कृपया उक्त से संबंधित प्रमाणपत्र की स्वयं सत्यापित प्रतियां संलग्न करे।

निविदादाता के हस्ताक्षर
(नाम व्यक्ति/फर्म)

Annexure -B

प्रस्तुत की जाने वाली निविदा दरों का विवरण

विवरण	दर
प्रति पौधा किराया दर (गमले सहित)	रु----- (अंको मे)
	रु----- (शब्दो मे)

निविदादाता के हस्ताक्षर
(नाम व्यक्ति / फर्म)

Form of Bid- Securing Declaration

Date:

Bid No:

Alternative No:

To:

We, the undersigned, declare that:

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

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

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

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

We understand this Bid Securing Declaration shall expire if :-

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

Signed:-----

Name:-----

In the capacity of :-----

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

Date on day of

Corporate Seal-----

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

Annexure D : 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 The Rajasthan Transparency in Public Procurement Rules, 2013 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.

Annexure E : Declaration by the Bidder regarding Qualifications
Declaration by the Bidder

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

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

Date: Signature of bidder
Place:

Name :
Designation:
Address:

Annexure F: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Managing Director, RRECL**

The designation and address of the Second Appellate Authority is **Chairman, RRECL**

(1) Filing an appeal

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

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

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

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

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

(4) Appeal not to lie in certain cases No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

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

(5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

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

(6) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and

documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(i) hear all the parties to appeal present before him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

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

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM No. 1

[See rule 83]

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

Appeal Noof

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 (enclose copy), or a

statement of a decision, action or omission of

the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

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

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

6. Grounds of appeal:

.....
.....
..... (Supported by an affidavit)

7. Prayer:

.....
.....

Place

Date

Appellant's Signature

Annexure G: 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

(1) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.

(2) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract, if allowed in the bidding documents. The fair market value of such extra items payable by the procuring entity to the contractor shall be determined by the procuring entity in accordance with guidelines prescribed by the administrative department concerned.

(3) Orders for additional quantities may be placed, if allowed in the bidding documents, on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under :-

- (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
- (b) 50% of the value of goods or services of the original contract.

Provided that in exceptional circumstances and without changing the scope of work envisaged under the contract, a procuring entity may procure additional quantities beyond 50% of the quantity of the individual items as provided in the original work order with prior approval of the Administrative Department concerned as follows :-

(i) the procuring entity shall obtain prior approval for revised requirements from the competent authority for reasons to be recorded in writing. Wherever necessary, due to the quantum of orders for additional quantities, the procuring entity shall obtain prior and revised technical, financial and administrative sanctions from the competent authorities;

(ii) that the additional quantities so procured shall be part and parcel of the work being executed;

(iii) that the limit of 50% of the value of original contract shall not be exceeded in any case.

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 if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre- disclosed in the bidding documents, shall not be deemed to be a negotiation.