

Without

Earnest Money

bid is not

accept.

Bid Document

For

Hiring Services of Manpower of

Programmer, Asstt. Programmer, Information

Assistant

on Rate Contract

At

Rajasthan Housing Board

Ref : NIT NO. Secy/Computer -01 Dated 17 July, 2019

Name of the Company /Firm			
Address for the Correspondence			
Telephone No.		Fax No. :	



Price : Rs. 3000/- Only +GST

Rajasthan Housing Board
Contact No. & Office Addresses
"AWAS BHAWAN", Jan Path, Jyoti Nagar, Jaipur-302005 Rajasthan INDIA
EPBAX : 0141 - 2740812, 2740113, 2740614
Fax : 0141 - 2740175, 2740593, 2740746
E-Mail : info.rhb@rajasthan.gov.in
Website : www.urban.rajasthan.gov.in/rhb



RAJASTHAN HOUSING BOARD

"AWAS BHAWAN", Jan Path, Jyoti Nagar, Jaipur-302005 Rajasthan INDIA

No. Computer/ContractStaff/.....81.....

Dated : 17/7/2019

NIT No : Secy/computer- 01

Notice Inviting Bid

Rajasthan Housing Board invites bids from the eligible bidder for hiring services of Manpower of Programmer, Asstt. Programmer, Information Assistant for the period of **Two Year or Till Appointment of regular staff whichever is earlier** on rate contract in Rajasthan Housing Board.

Nature of Service	Rate contract for hiring services of Manpower of Programmer, Asstt. Programmer, Information Assistant
Cost of Tender Document (non-refundable)	Rs. 3000.00 + 18% GST = 3540.00 (Rupees Three Thousand Five Hundred Forty)
Estimated Cost	Rs. 3.00 Crore (Rupees Three Crore)
Earnest Money Deposit (EMD)	Rs. 6.00 Lac (Rupees Six Lac)
RISL Charges	Rs. 1000.00 + 18% GST Rs. 1180.00 (Rupees One Thousand One Hundred Eighty)
Publishing Date	22.07.2019
Bid document sale or Download Start	30.07.2019
Bid download and sale End Date/Time	16.09.2019 Upto 6.00 PM
Bid submission End Date/Time	17.09.2019 Upto 6.00 PM
Bid Opening Date/Time*	18.09.2019 Upto 11.00 AM
Websites for downloading Tender Documents, Corrigendum's	www.urban.rajasthan.gov.in/rhb www.sppp.rajasthan.gov.in www.eproc.rajasthan.gov.in
Bid & EMD Validity	90 Days
*The Banker's Cheque / Demand Draft of Tender fee & EMD should be drawn in favor of, Rajasthan Housing Board, Jaipur EMD & e-tender fee banker cheque / DD in favor of MD, RISL, Jaipur	

Secretary
Rajasthan Housing Board



RAJASTHAN HOUSING BOARD

"AWAS BHAWAN", Jan Path, Jyoti Nagar, Jaipur-302005 Rajasthan INDIA

No. Computer/ContractStaff/81

Dated :17.07.2019

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Publishing Date	22.07.2019
Bid document sale or Download Start	30.07.2019
Bid download and sale End Date/Time	16.09.2019 Upto 6.00 PM
Bid submission End Date/Time	17.09.2019 Upto 6.00 PM
Bid Opening Date/Time*	18.09.2019 Upto 11.00 AM
Websites for downloading Tender Documents, Corrigendum's	www.urban.rajasthan.gov.in/rhb www.sppp.rajasthan.gov.in www.eproc.rajasthan.gov.in
Bid & EMD Validity	90 Days
*The Banker's Cheque / Demand Draft of Tender fee & EMD should be drawn in favor of, Rajasthan Housing Board, Jaipur EMD & e-tender fee banker cheque / DD in favor of MD, RISL, Jaipur	

UBN NO : (RHB1920SLRC00038)

Secretary
Rajasthan Housing Board

RAJASTHAN HOUSING BOARD

Name of Work	Bid documents for rate contract for providing Programmer, Asstt. Programmer, Information Assistant Manpower Services	
Name of Firm		
Address		
Contact Person		
Contact Nos. (Office, Residence and Mobile)	Off.	
	Res.	
	Mobile	

RATES TO BE QUOTED

S. No.	Professional Manpower Service	Qty.	Location for Manpower	Per Manpower (Per Month Unit Rate (In Rs.))	Rate in Words	Handling / Service charges if any (Per Manpower)
1	2	3	4	5	6	7
1.	Programmer	2	Head Officer Computer Cell			
2.	Asstt. Programmer,	10	Circle office one each (Jaipur-3, Jodhpur-2, Kota, Bikaner, Alwer, Udaipur)			
3.	Information Assistant	24	Head Office -11 No.(Jaipur) and one each in Independent Resident Engineer Offices (Div. - Bhiwadi, Bharatpur, Baran, Pali, Jaisalmer(Badmer), Nagaur, Hanumangarh, Ajmer, Jhunjhunu, Dausa, Bhilwara, Chittoargarh, Dungarpur,) location may changed			

Amount of Taxes will be deducted at source as per rules, Service Tax/GST or any other tax if applicable Shall be payable extra as per prevailing rates.

Signature of Bidder

1. ADDRESSED TO

a.	Name of the bid documenting authority	Secretary , Rajasthan Housing Board, Jaipur
b.	Address	"AWAS BHAWAN", Jan Path, Jyoti Nagar, Jaipur-302005 Rajasthan INDIA
c.	Telephone	<u>EPBAX</u> : 0141 - 2740812, 2740113, 2740614
	Tele Fax	<u>Fax</u> : 0141 - 2740175, 2740593, 2740746

➤ **NIB Reference (Important Note) :**

- **The rates quoted are valid up to maximum of 90 days from the date of opening of the bid. The validity can be extended with mutual agreement.**
- **Board reserve the right to increase or decrease the numbers of Staff in any cadre i.e. Programmer , Asstt Programmer, Information Assistant or cancle the whole Tender.**

Signature of Bidder

2. PROOF OF EMD

Following documents(s) are attached towards the proof of earnest money deposited.

Sr. No.	Earnest Money Deposited through	Name of Bank	Number	Dated
1.	Demand Draft / Banker's Cheque			

We agree to abide by all the conditions mentioned in this Bid Notice issued by the Bid documenting Authority and also the further conditions of the said Bid Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

2. DEFINITIONS & ACRONYMS

Following documents(s) are attached towards the proof of earnest money deposited.

RHB	Rajasthan Housing Board
Bidder	The firm who is eligible to participate in the bid documenting process
EMD	Earnest Money Deposit

SPECIAL INSTRUCTION AND INFORMATION FOR BIDDERS

1. THE BID DOCUMENTS SHALL BE SUBMITTED AS PER PROCEDURE LAID DOWN IN THE BID DOCUMENT, EARNEST MONEY DEPOSIT, TENDER FEE, AND E-TENDER FEE SHALL BE SUBMITTED PHYSICALLY IN ROOM NO R-318, COMPUTER CELL, RAJASTHAN HOUSING BOARD, IF THESE ARE NOT RECEIVED IM TIME AS SPEFICIFED IN THE NIT, THE BID SHALL BE REJECTED.
2. ALTERNATIVE BID DOCUMENTS ARE NOT ACCEPTABLE.
3. RHB RESERVES THE RIGHT TO QUALIFY / DISQUALIFY ANY APPLICANT WITHOUT ASSIGNING ANY REASON.

Signature of Bidder

INVITATION OF BIDS

1. Rajasthan Housing Board, which is the main trustee, invites bids from leading firms for Hiring Services of Programmer, Asstt. Programmer, Information Assistant Manpower on Rate Contract for development and finalization of Zonal Plans/Redevelopment /Special projects and currents planning jobs in Administrative zones.
2. Bid documents not submitted in prescribed form shall be summarily rejected.
3. Bid documents are to be submitted in the prescribed bid documents which can be obtained on application from the RHB, Jaipur during office hours on any working day of payment of Rs. 3540/- which will not be refunded. In case the bid documents can be downloaded SPPP portal, bid document fees Rs. 3540 /- will be deposited by DD with document mandatorily.
4. No further discussion / interaction will be held with the bidders whose bids have been rejected / disqualified.
5. RHB reserves the right to accepts or reject in part or full any or all the offers without assigning any reasons whatsoever.
6. Interested bidders may obtain further information from the Computer Cell, Room No. R-318 RHB, Jaipur, India on any working day between 3.00 pm to 5.00 pm.

Signature of Bidder

SCOPE OF WORK

1. RHB intends to hire Services of Programmer, Asstt. Programmer, Information Assistant Manpower on Rate contract. The number of professionals may be increase or descres as per the requirement.
2. The Period of contract shall be for 12 months. If the Service rendered is satisfactory then the period may be extended on mutual agreement as per rule for next one years. RHB holds authority that, in the case that Service provided is not satisfactory, the contract may be terminated without any notice. Even before expiry of 12 months.
3. Qualifications and Working Experience of the required professional are :-

Sr. No.	Designation	No. of Professional Required	Qualification	Working Experience	Period of Experience
1.	Programmer	2	BE/ MCA/ MSc in Computer Science or Computer Application	3 years experience in designer and developing computer application in any programming language. Must have experience in Dot net / Java and visual basic/Visual Studio etc and manage database.	3 year and above
2.	Asstt. Programmer,	10	Degree / Diploma in Computer Science or Computer Application/BCA	2 years experience in designer and developing computer application in any programming language. Microsoft Office, Photoshop Corel Draw, and Pager Maker, Web Site Maintenance, Internet Must have experience in Dot net / Java etc and manage database.	2 year and above
3.	Information Assistant	24	Graduate form University established by Law in India and Certificate in Computer Application from any govt. approved institute or RS-CIT approved Course	2 years experience Microsoft Office, Photoshop Corel Draw, and Pager Maker, Web Site Maintenance, Internet, etc.	2 year and above

Signature of Bidder

ELIGIBILITY CRITERIA

1. The bidder must have a minimum turnover of Rs. 50 lakhs during the last three financial years consecutively 2016-17 2017-18 and 2018-19 duly certified by chartered Accountant.
2. The bidder must have experience for providing IT professionals to any Govt. department/ PSU/ Bank in last three financial years.
3. The firm should have work order awarded by any Institute / Public under Taking / Government Sector with total work order value of minimum Rs. 50.00 lacs in last three year.
4. The Bidder must possess a valid **ISO 9001:2008 or CMMI 3**. The certification should be valid on the date of opening of bid.
5. Bidder should be registered with :
 - Labor Department :- Registration certificate with State Labor Department.
 - Income Tax Registration Valid PAN Number
 - Service Tax :- Service Tax registration Certificate
 - PF & ESI registration.
 - GST registration
6. Bidder should have Local office in Jaipur. VAT Registration certificate should be submitted as proof.
7. Required EMD enclosed with the Bid.

Signature of Bidder

BIDDING PROCESS AND SUBMISSION

1. The proposals shall be submitted through e-tender system (e procurement system) This bid should be duly signed by an authorized signatory and should bear the inscription as given in the bid documents notice

**"Bid documents For
Hiring Services of Programmer, Asstt. Programmer, Information Assistant Manpower
on Rate Contract"**

S. No.	Events	Date*	Time	Place
1.	Bid documents form can be obtained or downloaded on or before			
2.	Bid documents form must be submitted on or before			
3.	Opening of received Bid documents			

As per NIT Schedule

*If any gazetted holiday occurs on any of the above mentioned dates, the event's date would automatically shift to the next working day with same schedule.

2. Offer with full details so as to enable eligibility criteria assessment of the proposal. This shall also include Earnest Money Deposit. The bidder has to submit the details of earnest money.
3. The bid must be submitted in an organized and structured manner. No brochures / leaflets etc. should be submitted in loose form. The Offer should comprise of the following :
 - A letter of authority duly signed by an authorized signatory from the company the bidder claims to represent, stating that the bid has been prepared with the completed knowledge of the company, and that the company will honor all commitments made as part of the bid if they receive the work order.
 - Compliance of terms, with any deviation clearly indicated in remarks & brought in separate deviation sheets. The bidder should carefully fill up the all the checklist provided as part of the Bid Documents.
 - Checklist with proposal for assessment of the Eligibility criteria.
4. All rates shall be fixed and shall not be subject to escalation of any description. The rates must be quoted as per the Price Formats provided in Bid document including the following :-
 - All costs should be given in INR both in figures and Words.
 - Amount of Taxes will be deducted at sources as per rules. Handling charges shall be also payable extra as per quoted by the bidder.

Signature of Bidder

VALIDITY OF BIDS

1. Bids shall remain valid for minimum 90 days from date of opening of bid.
2. In exceptional circumstances, RHB may solicit Bidder's consents to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD shall also be suitable extended. A Bidder granting the request is not required nor permitted to modify the Bid.

EARNEST MONEY DEPOSIT

1. The bidder shall furnish, as part of the Bid, the earnest Money amounting to Rs. 600,000/-
2. The EMD shall be in Indian Rupees and shall be in challan or Demand Draft / Bankers cheque payable to Rajasthan Housing Board, Jaipur.
3. Earnest Money of unsuccessful bidders will be returned after signing of agreement with the successful bidder
4. Earnest Money of the successful bidder will be released once the bidder signs the agreement and furnishes the performance guarantee.
5. Forfeiture of earnest money

The Earnest Money will be forfeited on account of one or more of the following reasons:

- a) Bidder does not respond to requests for clarification of their bid
 - b) Bidder fails to co-operate during the bid evaluation process, and
 - c) In case of a successful Bidder, the said Bidder fails:
 1. to sign the Agreement in time ; or
 2. to furnish Performance Guarantee
6. The EMD may be adjusted in the Performance Security by depositing the difference amount of Performance Security or alternatively EMD could be refunded back by taking fresh Performance Security.
 7. Processing Fee – Rs. 1180/- should be included as DD/Banker cheque in favor of MD, RISL, Jaipur as e-tender fee.

Signature of Bidder

DISQUALIFICATION

1. RHB, may in its sole discretion and at any time during the processing of Bid document, disqualify any bidder from the Bid documenting process if the bidder has —
 - Submitted the Bid document after the prescribed date and time of submission of bids.
 - Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
 - Submitted bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) or is non-responsive.
 - Failed to provide clarifications related thereto, when sought.
2. Conditional bids will be summarily rejected.
3. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

EVALUATION PROCESS

1. The bidders should comply all conditions from Sr. No. 1 to 11 (Annexure —1) which are mandatory and any non compliance leads to disqualification in the Bid.
2. The price comparisons shall be made over the minimum rate quoted by the bidder. More than one agencies can be empanelled on minimum rate.

PAYMENT TERMS

1. The bidders should comply all conditions from Sr. No. 1 to 10 (Annexure —1) which are mandatory and any non compliance leads to disqualification in the Bid.
2. There would be no advance payment.
3. The payment shall be made at the end of each quarter upon satisfactory completion of work, in the form of cheque with the adjustment of any recoveries/ penalties.
4. Amount of Taxes will be deducted at source as per rules. Service Tax shall be payable extra as per prevailing rates and rules.

Signature of Bidder

PENLTY CLAUSE

1. In case of non-providing the services after the acceptance of order, Earnest Money Deposited/Performance security will be forfeited of the defaulting bidder and the order may be placed with the next bidder who has quoted the next lowest rates. RHB would also have the liberty to "Blacklist" the defaulting bidder.
2. The professional shall be entitled for Government Holidays. However, on Government Holidays the services may be asked for as per need without any extra cost.
3. In case the absent of the professional without any prior intimation the running monthly bill shall be calculated after deducting the number of days of individual professional and a day salary calculated as monthly wages of individual professional / 30 days shall be deducted from running monthly bill. Here it is clarified that the person shall not remain absent by combining Government holidays, in such cases either prefix/suffix Government holidays shall be accounted for.

ARBITRATION AND LAWS

1. Except where otherwise provided for in the contract, all questions and disputes relating to interpretation and application of the provisions of the contract shall be settled mutually within thirty (30 only) days (or such longer period as may be mutually agreed upon) from the date that either party notifies in writing that such dispute or disagreement exists, under the Rules of Indian Arbitration and Conciliation Act, 1996.
2. The venue of Arbitration shall be Jaipur, India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party by court having jurisdiction. The Indian laws shall govern this contract.

TERMINATION CLAUSE

1. Except where otherwise provided for in the contract, all questions and disputes relating to interpretation and application of the provisions of the contract shall be settled mutually within thirty (30 only) days (or such longer period as may be mutually agreed upon) from the date that either party notifies in writing that such dispute or disagreement exists, under the Rules of Indian Arbitration and Conciliation Act, 1996.
2. RHB can terminate the service agreement by giving one month notice in advance. In case, the bidder stops service without notice, RHB will have the right to revoke the performance security in its favour.

Signature of Bidder

GENERAL TERMS AND CONDITIONS

1. The bidder would not be permitted to handover/sub-let any part or portion of the contract to another company.
2. The employees hired for the particular post should be able to produce the required degree, computer certificate/Diploma and experience certificates whenever asked for.
3. If there is a need to replace an existing worker, the exchange should occur only after prior approval is obtained.
4. During regular auditing by the screening committee, if the conditions of contract are found to be violated, the contract would be terminated with immediate effect.
5. If the bidder and/or his employees are found to be directly or indirectly involved in any unwanted activities, his services would be discounted / terminated. The bidder is responsible for the character of the all employees provided by him.
6. The legal bidding as per the industries dispute act. Payment of wages act, contract labour Act, and others pertaining to Civil/Criminal legislation, are the obligations of the bidder. The RHB would have no responsibility for the same.
7. It is the responsibility of the bidder to provide payments, and other facilities as per the nominal wages in accordance with the law. All issues pertaining to the same would be dealt with by the bidder. The RHB would have no role in this.
8. The E.S.I., E.P.F., etc. as applicable, would have to be provided by the bidder and he would also be accountable for the employees. If for any reason, legal proceeding is undertaken against any employee, the bidder shall bear the responsibility. The RHB would not represent the same.
9. The bidder should also ascertain that as per contract the employees would not from any group/union etc. and would also not participate in such nor represent the same. If such incidence comes under the notice of the RHB, it would terminate the contract.
10. If any/multiple conditions of the contract are breached, the contract would be terminated.
11. Conditional bids would not be accepted. Only the conditions stipulated in the contract would be terminated and no other condition would be acceptable.
12. If any further clarification, elaboration, doubts, misunderstanding or difference in opinion exists, about the contract terms the same may be clarified from the Commissioner, RHB whose word would be the final bidding on the matter.
13. All the provisions of The Rajasthan Transparency in Public Procurement Act, 2012 and Rules 2013 will be applicable. If there is any contradictions in existing conditions, then Provisions of The Rajasthan Transparency in Public Procurement Act,2012 and Rules 2013 shall be applicable.

14. Rajasthan Transparency in Public Procurement Act-2012 प्रावधानों के तहत इस निविदा के साथ संलग्न Annexure - A, B,C & D बोलीदाता द्वारा हस्ताक्षर कर प्रेषित किया जाना अनिवार्य है। एक्ट की धारा-38 के अनुसार अपील करने पर Annexure - C एवं फार्म संख्या-1 भरकर एवं हस्ताक्षरित कर प्रक्रियानुसार सक्षम अपील प्राधिकारी के समक्ष प्रस्तुत किया जाना होगा। (प्रपत्र संलग्न है)
15. बोली पूर्व स्पष्टीकरण के सम्बन्ध में किसी भी प्रकार की जानकारी/स्पष्टीकरण उपायुक्त (प्रशासन) से प्राप्त किया जा सकता है, लिखित में स्पष्टीकरण प्राप्ति हेतु बोली सूचना प्रकाशित होने / Portal पर अपलोड करने के 4 दिवस के अन्दर लिखित प्रार्थना-पत्र प्रस्तुत करने की दिनांक से 3 दिवस में दे दिया जावेगा। प्रार्थी को दिया गया स्पष्टीकरण एवं बोली प्रपत्र में किसी प्रकार का परिवर्तन होगा तो SPP Portal पर प्रदर्शित कर दिया जावेगा। (नियम 46 एवं 47)
16. Rajasthan Transparency in Public Procurement Act-2012 and Rules 2013 के नियम 29 (एच) के प्रावधानों की पालना सुनिश्चित करनी होगी। निविदाकर्ता संस्था के अधिकारियों/कार्मिकों द्वारा समस्त टपककमते द्वारा सत्यापित संहित की पालना किया जाना अनिवार्य होगा।
17. Rajasthan Transparency in Public Procurement Act-2012 ds Section-38 के तहत कोई भी टपककमते अथवा च्त्वचवेमक टपककमत जिसे यह प्रतीत होता है कि इस **BID** को कोई प्रावधान या कृत्य इस अधिनियम के प्रतिकूल है, तो वह प्रथम अपील अधिकारी **अति. मुख्य सचिव, नगरीय विकास विभाग, राजस्थान सरकार,** के समक्ष अपील कर सकता है साथ ही समान उद्देश्य (अपील) के लिए प्रावधान अनुसार द्वितीय अपील अधिकारी **नामांकित अधिकारी वित्त विभाग राज. जयपुर** है।
18. 18, अधिनियम में वर्णित अनुसार प्रथम अपील अधिकारी के समक्ष अपील करने हेतु निर्धारित फीस रुपये 2500/- है, जो अपीलकर्ता को अपील के साथ बैंक ड्राफ्ट के रूप में (जो सचिव, राजस्थान आवासन मण्डल, जयपुर के नाम देय हो) संलग्न करनी होगी। द्वितीय अपील अधिकारी के समक्ष अपील करने हेतु रुपये 10000/- निर्धारित है।
19. Successful bidder should be execute the agreement on Non-Judicial stamp on Rs. 1000/- before issue of work order.

Signature of Bidder

Annexure - 1

Bidder should indicate compliance with Serial Number of relevant document which has been attached with the bid as proof. Compliance from Sr. No. 1 to 11 is mandatory and any non compliance leads to disqualification in Bid.

S. No.	Eligibility Criteria for the bidder	Status	Serial Number of relevant document
1.	The bidder must have a minimum turnover of Rs. 100 lakhs annually during the last three financial years consecutively 2016-17 2017-18 and 2018-19 duly certified by chartered Accountant.	Yes / No	
2.	The bidder must have experience for providing IT professionals to any Govt. department/ PSU/ Bank in last three financial years	Yes / No	
3.	The firm should have work order awarded by any Government or private Institute / Public under Taking / Government Sector with total work order value of minimum Rs. 100.00 lacs in last three year.	Yes / No	
4.	The Bidder must possess a valid ISO 9001:2008 or CMMI 3 . The certification should be valid on the date of opening of bid. .	Yes / No	
5	Bidder should be registered with : <ul style="list-style-type: none">• Labour Department:- Registration certificate with State Labor Department.• Income Tax Registration Valid PAN Number (copy of PAN Card)• Service Tax :- Service Tax registration Certificate• PF & ESI registration. (any other proof/ certificate which satisfy this requirement)• GST Registration•		
6	Bidder should have Local office in Jaipur. VAT Registration certificate should be submitted as proof.		

7.	Bidder should have a Local office in Jaipur. Enclose VAT Registration Certificate.	Yes / No	
8	The bidder must possess a valid ISO9001:2008 or CMMI 3 certificate (copy enclosed)	Yes / No	
9.	Details of EMD	Yes / No	
10.	Name of authorized contact person and Mobile No.	Yes / No	

Signature of Bidder

Performa for Monthly Attendance Certificate

This is to certify that following Programmer, Asstt. Programmer, Information Assistant were provided as per specified qualification and experience of the order No Dated..... for the month for Year.....

The details are as under:-

S. No.	Type of Professional Manpower Services	No. of Day Absent
1	2	3

Signature's of Authorized
Representative of the firm
With Seal and Date

.....For Official Use.....

This is certified that the attendance as submitted by the firm is correct as above. The professionals delivered the work as assigned satisfactorily.

Name and Signature of OIC
With Seal and Date

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 iv' Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure B : Declaration by the Bidder regarding Qualification

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 Biding 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/or business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I / we do not have, and our directory and officers not have, been convicted of any criminal offence related to my/our Professional conduct or the making or false statements or misrepresentations as to my / our qualifications to entere into a procurement contact 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 Biding Document, which materially affects fair competition;

Date :

Signature of bidder

Place

Name :

Designation:

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(I) 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 ground on which he feels aggrieved:

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

Provided further that in case a Procuring Entity evaluates the Technical 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 (I) 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 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.

Signature of Bidder

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.

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

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

I. Particulars of appellant:

- (i) Name of 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 or 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