

मूल्य. रू.100/-
टेंडर फार्म संख्या.....

राजस्थान वित्त निगम
मुख्यालय उद्योग भवन, तिलक मार्ग, जयपुर।

आर. ओ. प्लांट के रख रखाव के ठेके हेतु निविदा प्रारूप

संदर्भ: आपकी निविदा दिनांक

1. निगम के उद्योग भवन स्थित मुख्यालय (समस्त पुराना एवं नया भवन) के आर. ओ. प्लांट कार्य के रख रखाव हेतु दिनांक 19.02.2019 से 18.02.2021 तक (दो वर्ष हेतु) की अवधि हेतु निविदा प्रस्तुत की जा रही है।

2. निविदा प्रस्तुत करने वाले फर्म/व्यक्ति/ठेकेदार का नाम तथा डाक का पूर्ण पता:-

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3. निविदा शुल्क की राशि रू.100/- नकद रसीद संख्या दिनांक के द्वारा जमा करादी गई है।

4. निविदा सूचना, जो कि दिनांक द्वारा जारी की गई है, में वर्णित समस्त शर्तों का पालन करने के लिए मैं/ फर्म/व्यक्ति/ठेकेदार सहमत हूँ तथा उक्त निविदा सूचना की अन्य शर्तों को मेरे/हमारे द्वारा स्वीकार किये जाने के लिए मैं/ फर्म/व्यक्ति/ठेकेदार पूर्ण रूप से सहमत हूँ। मेरे/हमारे द्वारा किये जाने वाले कार्य हेतु दरें वार्षिक कम्प्रेहेंसिव आधार पर निम्न प्रकार हैं:-

निगम की छत पर लगे हुये आर.ओ.सिस्टम की लेबर, मेन्टिनेंस सामान सहित की दर वार्षिक कम्प्रेहेंसिव आधार पर	रू..... (अक्षरे रूपये मात्र प्रतिमाह)
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5. आदेश प्राप्त होने की तिथि के पश्चात् 19.02.2019 से हमारी फर्म द्वारा कार्य करना प्रारंभ कर दिया जावेगा। उक्त वर्णित दरें दिनांक 18.02.2021 (दो वर्ष) तक वैध रहेगी।

6. धरोहर राशि के पक्ष में रू. 1500/- (अक्षरे रूपये पन्द्रह सौ मात्र) नकद/डिमाड ड्राफ्ट/रसीद संख्या.. दिनांक संलग्न है।

7. आर. ओ. प्लांट कार्य के कार्यानुभव से संबंधित दस्तावेज/सर्टिफिकेट संलग्न है।

निविदादाता के हस्ताक्षर मय रबर मोहर
दिनांक.....

संलग्न: निविदा की शर्तें

राजस्थान वित्त निगम

मुख्यालय उधोग भवन, तिलक मार्ग, जयपुर।

निगम मुख्यालय की छत पर स्थापित आर.ओ. सिस्टम की संविदा की शर्तें

टिप्पणी:- निविदादाता को निविदा में अपनी दरें प्रस्तुति करते समय निम्न शर्तों को ध्यान में रखना होगा।

1. कार्य के निविदा की अवधि दिनांक 19.02.2019 से 18.02.2021 तक (दो वर्ष की अवधि हेतु) होगी एवं जब भी आपकी निविदा का समय समाप्त होगा तो आपको उस समय नये निविदादाता को आर ओ सिस्टम सूचारू रूप से चलती अवस्था में सम्भलवाना होगा।
2. ए.एम.सी. कॉम्प्रेन्हेंसिव आधार पर दी जायेगी इसमें किसी भी प्रकार का सामान मेमरेन, मोटर इत्यादि की खराबी एवं अन्य सभी खराबियां आपको अपने खर्च पर ठीक करनी होगी।
3. आर ओ सिस्टम में खराबी होने पर सूचना दिये जाने के बाद तुरन्त प्रभाव से एक दिवस (24 घंटे) के भीतर आर ओ प्लांट को ठीक करके चालू करना होगा अन्यथा निगम अपने खर्च पर ठीक करवा लेगा एवं उस पर खर्च हुई राशि आपको देय राशि में से काट ली जावेगी।
4. उपरोक्त प्लांट का आपकी फर्म के कर्मचारियों द्वारा प्रतिमाह निरीक्षण किया जावेगा जिसकी रिपोर्ट सामान्य प्रशासन अनुभाग को देनी होगी।
5. वार्षिक रख रखाव की राशि का 50 प्रतिशत राशि का भुगतान निगम द्वारा आपको 6 माह पश्चात् संतोषप्रद कार्य होने पर किया जायेगा एवं शेष 50 प्रतिशत राशि का भुगतान आपके ठेका अवधि संतोषप्रद समाप्ति के बाद कर दिया जायेगा।
6. उपरोक्त दरें प्रस्तुत करते समय रू.1500/- का डीडी या नकद निगम के खाते में धरोहर राशि के रूप में जमा कराना होगा।
7. शर्तों एवं नियमों को भंग करने पर या ठेके का कार्य असंतोषजनक पाये जाने पर अनुबंध बिना किसी सूचना के समाप्त कर दिया जायेगा एवं धरोहर राशि को जब्त कर लिया जायेगा।
8. अनुबंध दो वर्ष के लिए मान्य होगा तथा निगम को यह अधिकार होगा कि वह इसे घटा बढ़ा सकता है।
9. फर्म द्वारा शर्तों के प्रत्येक पृष्ठ के अंत में एक कोने पर अपने हस्ताक्षर करने चाहियें।
10. निगम द्वारा स्वीकृत फर्म को कार्य आदेश के सात दिवस में एक करार निष्पादित करना होगा, जो कि रू. 500/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर होगा।
11. दोनो पक्षों में किसी भी प्रकार का विवाद होने पर निगम के प्रबन्ध निदेशक महोदय का निर्णय अंतिम एवं दोनो पक्षों को मान्य होगा।
12. चयनित फर्म या उसके किसी भाग को ना तो किसी अन्य एजेन्सी को देगा और ना ही किसी को आगे स्थानान्तरित करेगा।
13. कार्य के दौरान अगर कोई भी दुर्घटना होती है तो उसकी जिम्मेदारी ठेकेदार की होगी।
14. निगम को बिना किसी कारण बताएं उक्त निविदा को अस्वीकार/निरस्त करने का अधिकार होगा।
15. उपरोक्त सभी शर्तें मेरे द्वारा पढ़ ली गई है तथा मुझे स्वीकार है।

निविदादाता के हस्ताक्षर मय रबर मोहर
दिनांक:

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.

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of 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:
Place:

Signature of bidder
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 _____

(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 No of

Before the (First / Second Appellate Authority)

- i. A Bidd
1. Particulars of appellant:
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential address:
 2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)
 3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (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 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.