



इन्दिरा गाँधी पंचायती राज एवं ग्रामीण विकास संस्थान
(राज्य ग्रामीण विकास संस्थान)

जवाहर लाल नेहरू मार्ग, जयपुर-302 004

फोन : 0141-2702784, 2706577-78 फैक्स : 2706575

E-Mail: igprs@rajasthan.gov.in

क्रमांक : एफ 4(152)भंडार(CT)/आईजीपीआरएस/2018/7539-41 दिनांक: 29/11/18

टैन्ट एवं लाईट व्यवस्था हेतु दर संविदा हेतु खुली बोली सूचना

बोली प्रपत्र

| | |
|---|----------------------------------|
| बोली प्रपत्र का मूल्य | 200/- रुपये |
| बोली की अवधि | 02 वर्ष |
| कार्य की अनुमानित लागत | 8,00,000/- रुपये |
| बिड प्रतिभूति राशि | 16,000/- रुपये |
| बोली अपलोड/प्रकाशित किये जाने की दिनांक | 29.11.2018 |
| बोली प्रस्तुत करने की अंतिम तिथि | 17.12.2018 दोपहर 12.00 बजे तक |
| तकनीकी बोली खोलने की तिथि | 17.12.2018 सायं 04.00 बजे |
| वित्तीय बोली खोलने की तिथि | तदनुसार सूचित किया जावेगा |
| बिड वैधता अवधि | 90 दिवस |

- बोली प्रपत्र संस्थान कार्यालय से प्रकाशन तिथि के पश्चात् किसी भी कार्य दिवस में 200/-रु नकद/डी.डी. जमा करवाकर केयर टेकर से प्राप्त किये जा सकते हैं।
- बोली प्रपत्र वेबसाईट से डाउनलोड कर भी भरे जा सकते हैं किन्तु ऐसी स्थिति में 200/-रु का डिमाण्ड ड्राफ्ट महानिदेशक, इंदिरा गांधी पंचायती राज एवं ग्रामीण विकास संस्थान के नाम से बोली शुल्क के रूप में संलग्न करना होगा।


अतिरिक्त निदेशक

प्रतिलिपि :-

- प्रोग्रामर उक्त बोली प्रपत्र को SPPP Portal एवं विभागीय वेबसाईट igprgvs.rajasthan.gov.in पर अपलोड करावे।
- अवधाता कार्यालय के नोटिस बोर्ड पर चस्पा करें।


अतिरिक्त निदेशक



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संस्थान में टेन्ट एवं बिजली कार्य हेतु बोली व संविदा की शर्तें

सामान्य शर्तें

1. निविदा "तकनीकी निविदा" एवं "वित्तीय निविदा" के दो पृथक-पृथक मुहरबंद लिफाफे तैयार कर उन्हें एक बड़े लिफाफे में पैक कर जिस पर स्पष्ट रूप से "इन्दिरा गांधी पंचायतीराज एवं ग्रामीण विकास संस्थान, टेन्ट एवं लाईट व्यवस्था हेतु निविदा" अंकित कर नियत समय तक प्रस्तुत की जावे।
2. बोलीदाताओं को बोली सूचना में दिये गये निर्देशानुसार पूर्ण रूप से भरे हुये तकनीकी बोली प्रपत्र/वित्तीय बोली (जी शिड्यूल) एवं सभी संलग्नको सहित उचित रूप से मोहरबन्द लिफाफे में बन्द करके लिफाफे के बांधी ओर नीचे बोलीदाता अपनी फर्म का पूरा नाम व पता एवं टेलीफोन/मोबाईल नं० लिखेंगे तथा निर्धारित दिनांक व समय तक संस्थान परिसर में उपलब्ध बॉक्स में डाले जावेंगे।
3. बोली द्वारा संस्थान परिसर या जयपुर में निर्देशित अन्य स्थल पर टेन्ट व लाईटिंग की व्यवस्था के लिए आदेशानुसार कार्य हेतु दरों का रेट कॉन्ट्रैक्ट किया जाना है।
4. बोली प्रपत्र स्पष्ट शब्दों व अक्षरों में पेन/स्याही से ही भरी जाये। किसी भी प्रकार की कांट-छांट या ओवर राईटिंग के कारण बोली निरस्त की जा सकती है अथवा बोली खोलने वाली समिति ऐसी कांट-छांट ओवर राईटिंग पर जो भी निर्णय ले, वह बोलीदाता को मान्य होगा।
5. फर्म के गठन में किसी भी प्रकार की परिवर्तन की सूचना अनुबन्धकर्ता फर्म द्वारा संस्थान को लिखित में दी जावेगी किन्तु इन परिस्थितियों में भी संस्थान से हुए इस अनुबन्ध के संबंध में अनुपालना के दायित्व से मूल अनुबन्धकर्ता को विमुक्त नहीं किया जा सकेगा।
6. तकनीकी रूप से सफल फर्मों की वित्तीय निविदा खोले जाने से पूर्व संस्थान द्वारा गठित कमेटी द्वारा फर्म के कार्य स्थल/गोदाम पर उपरोक्त अंकित सामग्री का निरीक्षण किया जावेगा, एवं फर्म में सामान की उपलब्धता संतोषप्रद होने पर ही वित्तीय निविदा खोली जावेगी।
7. बोलीदाता बोली पत्र के प्रत्येक पृष्ठ पर अपने हस्ताक्षर करेगा तथा अन्त में बोली की समस्त शर्तों को स्वीकार करने के प्रमाण स्वरूप हस्ताक्षर करेगा। बोलीदाता द्वारा बोली

प्रपत्र के प्रत्येक पृष्ठ पर हस्ताक्षर इस बात को दर्शायेंगे कि बोलीदाता ने बोली प्रपत्र में दर्शायी सभी शर्तों को पढ़ लिया है एवं समझ लिया है। अतः किसी प्रकार के स्पष्टीकरण की आवश्यकता हो तो वह किसी भी कार्य दिवस में कार्यालय समय में संस्थान के अतिरिक्त निदेशक से मिलकर स्पष्टीकरण प्राप्त कर सकते हैं।

8. बोलीदाता द्वारा बोली की शर्तों के विपरीत अंकित की गई कोई भी अतिरिक्त शर्त संस्थान को मान्य नहीं होगी। बोली में दरों के साथ किसी भी प्रकार की शर्तों को मान्यता नहीं दी जाएगी। सशर्त बोली को निरस्त कर दिया जावेगा।
9. अनुबन्ध में वर्णित कार्य सन्तोषजनक रूप से न करने पर यदि आवश्यक समझा गया तो कार्य अनुबन्धकर्ता फर्म के हर्जे व खर्चे पर अन्य एजेन्सी व साधन से करवाया जा सकेगा तथा इस व्यवस्था पर यदि कोई अतिरिक्त व्यय/भार संस्थान को वहन करना पडा तो वह राशि अनुबन्धकर्ता फर्म से वसूली योग्य होगी।
10. अनुबन्धकर्ता फर्म को दिया गया कॉन्ट्रैक्ट किसी अन्य एजेन्सी अथवा फर्म को नहीं सौंप सकेगा अर्थात् सबलेट नहीं कर सकेगा।
11. बोली निर्धारित दिनांक व समय पर उपस्थित बोलीदाताओं के सम्मुख उपापन समिति द्वारा खोली जाएगी। संस्थान न्यूनतम दर वाली बोली को स्वीकार करने के लिए बाध्य नहीं होगा तथा किसी भी बोली या बोली के भाग को बिना कारण बताये रद्द करने का पूर्ण अधिकार संस्थान को होगा।
12. बोली प्रस्तुत करते समय बोलीदाता को बिड प्रतिभूति राशि के रूप में 16,000/- रूपये की राशि नकद अथवा महानिदेशक, इन्दिरा गांधी पंचायती राज एवं ग्रामीण विकास संस्थान, जयपुर के पक्ष में देय डिमाण्ड ड्राफ्ट के रूप में जमा करानी होगी। बोली स्वीकृत होने की स्थिति में यह राशि कार्य सम्पादन प्रतिभूति राशि में समायोजित कर ली जावेगी तथा बोली अस्वीकृत होने की स्थिति में यह राशि संस्थान द्वारा लौटा दी जावेगी।
13. बिड प्रतिभूति राशि का समपहरण निम्न स्थितियों में किया जा सकेगा—
 - A. जब बोलीदाता बोली खोले जाने के पश्चात् किन्तु बोली की स्वीकृति के पूर्व बोली वापस ले लेता है या प्रस्ताव को (मोडिफिकेशन) उपान्तरित कर देता है।
 - B. जब बोलीदाता विनिर्दिष्ट समय के भीतर विहित करार यदि कोई हो, निष्पादित नहीं करता।
 - C. जब आदेश दिये जाने के पश्चात् नियत समय में प्रतिभूति राशि जमा नहीं कराता।
 - D. बोली स्वीकृत होने की स्थिति में सफल बोलीदाता को 500/- रु का नॉन ज्यूडिशियल स्टाम्प पेपर पर संस्थान द्वारा निर्धारित प्रारूप में अनुबन्ध करना पडेगा। अनुबन्ध पर हस्ताक्षर करने से पूर्व अनुबन्धकर्ता को बोली राशि का 5 प्रतिशत बतौर कार्य सम्पादन प्रतिभूति राशि के रूप में संस्थान में नकद अथवा डिमाण्ड ड्राफ्ट

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द्वारा जमा करानी पड़ेगी। इस राशि में पूर्व में जमा कराई गई बयाना राशि का समायोजन किया जा सकेगा। यह राशि अनुबन्ध के संतोषजनक निष्पादन होने की स्थिति में अनुबन्ध की अवधि समाप्त होने पर वापस दो माह की अवधि उपरान्त लौटा दी जावेगी। इस राशि पर संस्थान द्वारा कोई ब्याज देय नहीं होगा।

14. कार्य सम्पादन प्रतिभूति राशि को निम्न परिस्थितियों में समपहरण किया जा सकता है:-
 - a) जब संविदा की किसी शर्तों का उल्लंघन किया जाता है।
 - b) जब बोलीदाता संतोषप्रद रूप से टेन्ट आदि व्यवस्था करने में विफल रहता है।
15. करार के पूर्ण किए जाने तथा स्टाम्प पेपर का व्यय बोलीदाता द्वारा वहन किया जाएगा और विभाग को करार का स्टाम्प शुद्ध प्रतिलेख निःशुल्क प्रस्तुत किया जावेगा।
16. कार्य संतोषजनक न होने की स्थिति में संस्थान को यह पूर्ण अधिकार होगा कि वह अनुबन्ध को किसी भी समय बिना पूर्व नोटिस के समाप्त कर दें।
17. उक्त कार्य के लिए कोई अग्रिम राशि नहीं दी जाएगी। कार्य के बिल भुगतान संस्थान द्वारा कार्य संतोषजनक पाये जाने पर व प्रभारी अधिकारी द्वारा समुचित सत्यापन के उपरांत किया जावेगा।
18. उक्त कार्य हेतु आकस्मिकता के मद्देनजर संस्थान द्वारा आदेश दिए जाने के 12 घण्टे के भीतर कार्य प्रारम्भ करना होगा, अन्यथा प्रतिभूति राशि जब्त कर ली जावेगी तथा कार्यदेश निरस्त माना जावेगा।
19. किसी भी प्रकार के विवाद की स्थिति में महानिदेशक, इन्दिरा गाँधी पंचायती राज एवं ग्रामीण विकास संस्थान का निर्णय ही अन्तिम होगा।
20. अनुबन्ध कर्ता फर्म द्वारा निर्धारित अवधि में कार्य पूर्ण न करने की स्थिति में आरटीपीपी नियम तथा सामान्य लेखा एवं वित्तीय नियमों के अनुरूप कार्यवाही/कटौती की जावेगी।
21. अनुबन्ध की अवधि दो वर्ष की होगी। किन्तु कार्यादेश एक वर्ष हेतु दिया जावेगा। सेवाएँ पूर्ण रूपेण संतोषजनक होने पर कार्यादेश एक वर्ष के लिए और बढ़ाया जा सकेगा।
22. समस्त विवादों का न्यायिक क्षेत्राधिकार जयपुर स्थित न्यायालय होंगे।

अतिरिक्त निदेशक

उपरोक्त समस्त शर्तों को मैंने ध्यान पूर्वक पढ़ लिया है तथा मेरी सहमति है।

हस्ताक्षर बोलीदाता
नाम व पता



इन्दिरा गाँधी पंचायती राज एवं ग्रामीण विकास संस्थान
(राज्य ग्रामीण विकास संस्थान)

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टेन्ट एवं लाईट व्यवस्था हेतु तकनीकी बोली प्रपत्र

| क्र. सं. | विवरण | पेज नं. (जिस पर संलग्न किया गया है) |
|----------|---|--|
| 1 | बोली प्रस्तुत करने वाली फर्म का नाम तथा डाक का पूरा पता व दूरभाष संख्या | |
| 2 | पैन नम्बर | |
| 3 | GST Registration No | |
| 4 | बोली शुल्क की रकम राशि रूपये 200/- रोकड राशि रसीद/चैक संख्या व दिनांक | |
| 5 | उक्त बोली के साथ संविदा की शर्तों के अनुसार राशि रूपये 16,000/- (अंके रूपये सोलह हजार मात्र) नकद की रसीद संख्या अथवा डिमाण्ड ड्राफ्ट संख्या व बैंक का नाम (महानिदेशक, इन्दिरा गाँधी पंचायती राज एवं ग्रामीण विकास संस्थान, जयपुर के पक्ष में देय) | रसीद सं..... दिनांक..... या चैक सं..... दिनांक..... |
| 6 | कम से कम गत तीन वर्षों का 2.00 लाख (प्रतिवर्ष) का वार्षिक टर्न-ओवर मय Sealed & Signed CA Audited Balance Sheet/ Certificate/ Income & Expenditure (Statement की प्रति संलग्न करे) | वर्ष 2015-16 राशि..... वर्ष 2016-17 राशि..... वर्ष 2017-18 राशि..... |
| 7 | कम से कम गत 03 वर्षों में 01 राजकीय विभाग/उपक्रम में अनिवार्यतः संतोषजनक कार्य का अनुभव प्रमाण-पत्र । | विभाग/कार्यालय का नाम |
| 8 | गत पांच वर्षों में कहीं भी ब्लेक लिस्टेड नहीं किये जाने संबंधी स्वघोषणा पत्र । | |
| 9 | नवीनतम GST जमा कराने की ई चालान की प्रति । | |
| 10 | एकल स्वामित्व है तो स्वामी का नाम व पता | |

| | | | |
|----|--|--|--|
| 11 | साझेदारी की स्थिति में साझेदार का नाम व पता | | |
| 12 | बोली प्रपत्र एवं अनुसूची जी पर हस्ताक्षर करने वाले व्यक्ति का नाम व पता तथा उसकी फर्म में स्थिति | | |
| 13 | इस बोली प्रपत्र पर हस्ताक्षरित व्यक्ति के अलावा यदि कोई व्यक्ति से भविष्य में पत्र व्यवहार किया जाना है तो उस व्यक्ति का नाम व पता एवं हस्ताक्षर तथा उसकी फर्म में स्थिति अंकित करें | | |

नोट:-

1. समस्त दस्तावेजों की सत्यापित प्रति संलग्न करें।
2. हमें अपनी न्यूनतम दर वित्तीय बोली प्रपत्र (जी शिड्यूल) में अंकित कर दी है।
3. बोली सूचना संख्या क्रमांक दिनांक जो विज्ञप्ति विभिन्न स्थानीय समाचार पत्रों के द्वारा जारी की गई है, मैं/हम वर्णित समस्त शर्तों का पालन करने के लिए हम सहमत हैं तथा उक्त बोली सूचना की अन्य बोली प्रपत्र में शर्तों जो संलग्न पृष्ठों में दी गई है जिसके समस्त पृष्ठों पर उनमें वर्णित शर्तों को हमारे द्वारा स्वीकार किये जाने के प्रतीक स्वरूप, हमने अपने हस्ताक्षर कर दिये हैं, का भी पालन के लिए सहमत है।

बोलीदाता के हस्ताक्षर मय रबर स्टाम्प
सहित पूर्ण पता:



इन्दिरा गाँधी पंचायती राज एवं ग्रामीण विकास संस्थान
(राज्य ग्रामीण विकास संस्थान)

जवाहर लाल नेहरू मार्ग, जयपुर-302 004

फोन : 0141-2702784, 2706577-78 फैक्स : 2706575

Website : igprgvs.rajasthan.gov.in

टेन्ट एवं लाईट व्यवस्था हेतु

बोली सूचना संख्या..... दिनांक के लिए

-:वित्तीय बोली प्रपत्र (जी शिड्यूल):-

| क्र.सं. | कार्य का विवरण | दर |
|---------|--|----|
| 1. | कवर्ड टेन्ट वाटर प्रुफ (प्रति स्का. फीट) | |
| 2. | कवर्ड टेन्ट सादा (प्रति स्का. फीट) | |
| 3. | खाना सर्व करने की टेबल मय कवर (प्रति नग) | |
| 4. | टेबल मय कवर (गोल टेबल-प्रति नग) चार व्यक्तियों के लिए | |
| 5. | कुर्सियां मय कवर (प्रति नग) | |
| 6. | मैन गेट की सजावट फूलों एवं पत्तियों की लडियों से (प्रति मीटर) | |
| 7. | स्टेज एवं पोडियम की सजावट फूलों एवं पत्तियों की लडियों से (प्रति मीटर) | |
| 8. | मिस्ट फैन (प्रति नग) | |
| 9. | पैडस्टल फैन (प्रति नग) | |
| 10. | मासकिंग (प्रति मीटर) | |
| 11. | हेलोजन लाईट (प्रति नग) | |
| 12. | ग्रीन/लाल कारपेट (मैटिंग) (प्रति स्का. फीट) | |
| 13. | गमले छोटे (प्रति नग) | |
| 14. | गमले बड़े (प्रति नग) | |
| 15. | प्लास्टिक की कुर्सी | |

| | | |
|-----|---|--|
| 16. | जम्बो कूलर (प्रति नग) | |
| 17. | जनरेटर (प्रति घण्टा) | |
| 18. | मेट्रो लाईट (प्रति नग) | |
| 19. | डेकोरेशन हेतु राईस लाईट लड़ी | |
| 20. | डेकोरेशन हेतु LED लाईट | |
| 21. | डेकोरेशन निवार लाईट | |
| 22. | बड़े फेन (Extra Large) चार पंखुडी वाले | |
| 23. | नेचुरल फ्लावर डेकोरेशन (गेट-स्टेज-पोडियम) | |
| 24. | वी.आई.पी. चेयर मय कवर | |
| 25. | सोफा | |
| 26. | सेन्टर टेबल (ग्लास) | |
| 27. | केनोपि वाटर प्रुफ | |

नोट :-

1. प्रस्तुत दरों में GST के अलावा समस्त कर भाड़ा व शुल्क शामिल है। तथा GST का नियमानुसार पृथक से भुगतान किया जावेगा।
2. न्यूनतम बोलीदाता का चयन कुल आईटम में अधिक आईटमों में न्यूनतम पाये जाने के आधार पर किया जावेगा।

बोलीदाता के हस्ताक्षर
पूरा पता दूरभाष नं० सहित

I. Bid Submission Sheet

Bid Submission Sheet

Date:

NIB No.

To:

The Additional Director, IGPRS

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No. _____
- (b) We declare that we fulfil the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply the manpower specified in Section V.
- (c) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5 percent of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the Contract.
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities of India or other the eligible countries.
- (f) We are not participating, as Bidder in more than one Bid for supply of the subject Goods in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law;
- (h) We understand that his Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;
- (k) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract.
- (l) Other comments, if any

Name

In the capacity of

Signed

Date

Duly authorized to sign the Bid for and on behalf of

Complete Address

Tel : Fax: E-mail

Handwritten signatures and initials at the bottom of the page, including a large signature on the left, a signature in the middle, and initials on the right.

Financial Bid Submission Sheet

Date:

NIB No.

To:

Additional Director, IGPRS,

We the undersigned declare that:

- (a) We have examined and we have no reservations to the Bidding Document, including Addenda No.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the requirements as specified in Section V.
- (c) The Price for our Bid is enclosed.
- (d) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (e) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (f) Other comments, if any

Name

In the capacity of

Signed

Date

Duly authorized to sign the Bid for and on behalf of

Complete Address

Tel Fax E-mail

Handwritten signatures in black ink, including a large stylized signature on the left and several smaller, more legible signatures to its right.

Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

(1) Filing an appeal

- (a) 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 the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or 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 in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in the procurement proceedings:
Provided further that in case a Procuring Entity evaluates the Technical Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.
- (b) After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.
- (c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal 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 the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

(2) 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 bidding 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.

(3) Form and procedure of filing an appeal

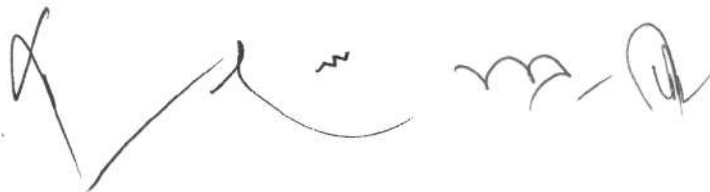
- a) An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(4) 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.

(5) Procedure for disposal of appeals

- 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 be placed on the State Public Procurement Portal.



Appendix B: Dispute Resolution Mechanism

Any dispute arising from the contract shall be resolved amicably, as far as possible. The levels of the Dispute Resolution mechanism shall be as follows:

- I. Amicable resolution between representatives of Parties to the Contract.
- II. If a question, difference of objection arises in connection with or out of the contract agreement or the meaning of operation of any part thereof or the rights, duties or liabilities of either party have not been settled by amicable resolution through mutual discussions, it shall be referred to the appropriate Empowered Dispute Resolution Committee for decision, of the amount of the claim is more than Rs.50000/-

Dispute Resolution Mechanism will have the following committees at the levels of Head of the Department and Administrative Secretary of the Department.

1. Head of the Department Level Committee to address disputes in contracts of value upto Rupees One Crore.

The Head of the Department Level Committee shall comprise of Head of the Department, Financial Advisor/Chief Accounts Officer of the Department, Concerned Procuring Entity of Additional Head of the Department (Member - Secretary) and Representative of Law Department not below the rank of A.L.R. or equivalent.

2. Administrative Department Level Committee to address disputes in contracts of value of more than Rupees One Crore.

The Administrative Department Level Committee shall comprise of Administrative Secretary of the Department Representative of Finance Department not below the rank of Deputy Secretary, Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer, Chief Engineer-cum-Addl. Secretary of the concerned department and Chief Engineer concerned (Member-Secretary) [in case of other than a Works Department; Jead of th Department and Additional Head of the Department (Member-Secretary)]

NOTE: In case of Procuring Entity is other than a Department of the State Government the concerned Administrative Department will decide the levels of various members of the two Dispute Resolution Committee.

- III. Arbitration will be applicable in case of disputes arising in contracts of value of more than Rupees 10 crore which remain unresolved through the Dispute Resolution Committee.
- IV. All legal proceedings, if necessary arise to institute by any of the parties shall have to be lodged in courts situated in Rajasthan and not elsewhere.
- V. Procedure of reference to the Dispute Resolution Committee.

The supplier shall present his representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One lakh within three months of occurrence of the Dispute. The Procuring Entity shall prepare a reply of representation and shall represent its stand before the concerned Dispute Resolution Committee. From the side of the Supplier, the claim case may be presented by himself or through a representative. After hearing both the parties, the Dispute Resolution Committee shall pronounce its decision which shall be final and binding both on the Supplier and the Procuring Entity.

(4) 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.

(5) Fee for filing appeal

- a) The First Appellate Authority of 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 be placed on the State Public Procurement Portal.

Note: Grievance handling procedure during Procurement Process:

(a) The Designation and complete Address of First Appellate Authority is: Director Genral, IGPR&GVS Jaipur

(b) The Designation & Complete Address of Second Appellate Authority is: Secretary and Commissioner Panchayat Raj Department. Secretariat, Jaipur

The image shows four handwritten signatures or initials in black ink. From left to right: the first is a large, stylized signature; the second is a smaller signature; the third is a signature with a wavy underline; and the fourth is a circular stamp or initials containing the number '12'.

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:

Name of the appellant:

Official address, if any:

Residential address:

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

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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:

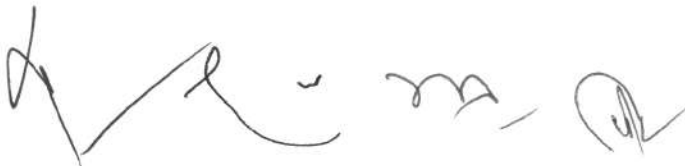
- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts 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.

I/we have gone through the conditions/clause above and ready to adhere to them.

Signature of the bidder

Name:-

Designation with seal



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:

The image shows four distinct handwritten signatures in black ink, arranged horizontally. The first signature is a large, stylized cursive 'A'. The second is a long, sweeping horizontal stroke with a small upward tick at the end. The third is a smaller, more compact cursive signature. The fourth is a circular signature with a vertical line extending downwards from the center.

Annexure C

Grievance Redressal during Procurement Process

The Designation and complete Address of First Appellate Authority is: Principal Secretary, RD & PR, SSO Building, Secretariat, Jaipur

The Designation & Complete Address of Second Appellate Authority is: Principal Secretary, Finance, Main Building, Secretariat, Jaipur

(1) Filing an appeal

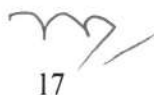
If any Bidder or prospective bidder is aggrieved that any decision, action or Commission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document 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:

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 tiled 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.

I/we have gone through the conditions/clause above and ready to adhere to them.



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Signature of the bidder
Name:-
Designation with seal

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 50% 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.

I/we have gone through the conditions/clause above and ready to adhere to them.



Signature of the bidder
Name:-
Designation with seal