



राजस्थान-सरकार

कार्यालय प्रधानाचार्य एवं नियंत्रक, राजमाता विजयाराजे सिंधिया
मेडिकल कॉलेज, भीलवाड़ा (राजस्थान)-311001



01482-220139, 232641 Mob. 9414161655 Web site-

<http://www.education.rajasthan.gov.in/mcbhilwara>, Email : principal.mc.bhilwar@rajasthan.gov.in

क्रमांक -RVRS/Acct./2020/91

दिनांक: 19/11-2020

E - NIT No. 19/2020

कार्यालय प्रधानाचार्य एवं नियंत्रक, राजमाता विजयाराजे सिंधिया मेडिकल कॉलेज, भीलवाड़ा में कॉलेज परिसर की साफ-सफाई का कार्य (जॉब बेसिस) हेतु पंजीकृत व अनुभवी बोलीदाता/संवेदक से ई-निविदा आमंत्रित की जाती है। निविदा से संबंधित विस्तृत विवरण वेबसाइट <http://sppp.rajasthan.gov.in> व <https://eproc.rajasthan.gov.in> पर देखा जा सकता है।


क. सं.	कार्य का नाम	अनुमानित लागत	बोली प्रतिभुति	निविदा शुल्क	प्रोसेसिंग फीस	समयावधि
1	कॉलेज परिसर की साफ-सफाई का कार्य (जॉब बेसिस)	रु. 22.00 लाख	रु. 0.22 लाख	रु. 2000/-	रु.1000/-	12 माह

Important dates

S.No.	Events	Date & Time	Location/Website
A	Documents download/sells started date and times	19.11.2020 from 06.00 PM	http://sppp.rajasthan.gov.in http://eproc.rajasthan.gov.in http://www.education.rajasthan.gov.in/mcbhilwara
B	Last date and time of payment of Tender fee, Bid security & RISL Processing fee	Upto Last date and time of Bid submission	http://egrass.raj.nic.in http://eproc.rajasthan.gov.in
C	Last date and time of Bid submission	02.12.2020 upto 11.00 AM	http://eproc.rajasthan.gov.in
D	Opening of Bid	02.12.2020 at 02:00 PM	http://eproc.rajasthan.gov.in/ OFFICE OF THE PRINCIPAL AND CONTROLLER, MEDICAL COLLEGE BHILWARA
E	Pre-bid Meeting	25.11.2020 at 02:00 PM	OFFICE OF THE PRINCIPAL AND CONTROLLER, MEDICAL COLLEGE BHILWARA

Note:- Tender fee, Rs. 2000/- Bid security Rs. 22000/- & Processing fees Rs. 1000/- Total Rs. 25000/- must be deposited in college bank account name PRINCIPAL AND CONTROLLER MEDICAL COLLEGE BHILWARA in STATE BANK OF INDIA BHILWARA EVENING BRANCH BHILWARA (RAJ.) Saving A/c Number 36227901467 IFSC Code SBIN0007364. Scan copy of paid amount must be uploaded online in technical bid. (for detail procedure refer terms & condition of tender document.)

UBN NO.....


प्रधानाचार्य एवं नियंत्रक
आर.वी.आर.एस. मेडिकल कॉलेज
भीलवाड़ा



पता-सिन्दरी के बालाजी के पास, सांगानेर भीलवाड़ा (राजस्थान) 311001
बेटी बचाओ, बेटी पढ़ाओ



स्वच्छ, स्वस्थ, जगमग एवं हरित भीलवाड़ा

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मेडिकल कॉलेज परिसर में साफ सफाई का विस्तृत कार्य विवरण-

क्र०सं०	ब्लॉक का नाम	विवरण
1.	<u>एकेडमिक ब्लॉक -</u> 1. सम्पूर्ण ग्राऊण्ड फ्लोर 2. सम्पूर्ण i,ii,iii,iv,v,vi फ्लोर मय टॉयलेट सफाई कार्य।	उक्त सभी ब्लॉक्स की सफाई प्रतिदिन प्रातः 7.30 बजे तक एवं सांयकाल 4 बजे निम्नानुसार करना होगा-
2.	<u>हॉस्टल</u> : टॉयलेट प्रत्येक फ्लोर पर एवं बरामदें (कमरे छोड़कर) 1. बॉयज हॉस्टल 2. गर्ल्स हॉस्टल 3. न्यू गर्ल्स हॉस्टल 4. रेजीडेन्ट हॉस्टल	1. झाड़ु लगा कर कचरे को निर्धारित स्थल पर डालना। 2. प्रतिदिन उच्च गुणवत्ता की फिनाईल से पोछा लगाना। 3. एसिड/तरल साबुन से टॉयलेट की धुलाई एवं सफाई प्रतिदिन। 4. नेपथलिन की गोलियों एवं एयर प्युरी फायर रखने का कार्य। 5. सप्ताह में एक बार समस्त बरामदों की धुलाई का कार्य। 6. एकत्रित कचरे को उठाकर नियमानुसार निस्तारित करना।
3.	<u>स्टॉफ क्वार्टर्स</u> में बरामदों व सीढ़ियों की सफाई प्रतिदिन।	7. इसके अतिरिक्त कभी आवश्यकता की स्थिति में कार्यालय समय के उपरान्त भी सफाई की आवश्यकता होने पर कार्य करना होगा।
4.	<u>स्टॉफ क्वार्टर्स</u> से प्रतिदिन कचरा एकत्रित किया जाना।	
5.	<u>बाहरी भाग</u> एकेडमिक ब्लॉक, हॉस्टल, लाईब्रेरी, मैस, स्टॉफ क्वार्टर के सामने की सड़कों की प्रतिदिन झाड़ू व सफाई तथा समस्त अतिरिक्त एरिये की सफाई सप्ताह में एक बार।	
6.	अन्दर के भाग की सफाई (झाड़ू, पोंछा) मशीन द्वारा किया जावेगा।	





Instruction to Bidders:-

1. Bid shall be submitted online only through website <http://eproc.rajasthan.gov.in>.
2. No physical/offline bid shall be accepted.
3. The cost of Bid Fee shall be Rs. 2000.00 (non refundable)
4. ***Tender fee, Rs. 2000/- Bid security Rs. 22000/- & Processing fees Rs. 1000/- Total Rs. 25000/- must be deposited in college bank account name PRINCIPAL AND CONTROLLER MEDICAL COLLEGE BHILWARA in STATE BANK OF INDIA BHILWARA EVENING BRANCH BHILWARA (RAJ.) Saving A/c Number 36227901467 IFSC Code SBIN0007364. Scan copy of paid amount must be uploaded online in technical bid. (for detail procedure refer terms & condition of tender document.)***
5. Rate should only be quoted in INR.
6. Rate should only be quoted online in Price bid (BOQ).
7. Rate should be quoted inclusive of all taxes and charges. No payment other than rate quoted shall be paid to the bidder.
8. Technical and financial Bid should be submitted separately in cover 1 and cover 2 respectively only through website <http://eproc.rajasthan.gov.in>.
9. The undersigned has right to accept or reject any bid partly or fully without assigning any reason at any time prior to award of contract.
10. All pages of tender document should be digitally signed and stamp by the bidder and should be submitted along with technical bid as having read the tender document and agree with the terms & Condition, technical specification, destinations for supply etc otherwise bid shall be liable for rejection.
11. Conditional bid will be treated as unresponsive and it may be rejected.
12. Instruction to Bidders for online e-Bidding
 - a. The bidders who are interested in bidding can download Bid documents from <http://eproc.rajasthan.gov.in> and sppp.rajasthan.gov.in
 - b. Bidders who wish to participate in this Bid will have to register on <http://eproc.rajasthan.gov.in>. Further Bidders who wish to participate in online Bids will have to procure Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders are advised to refer the orders issued by the Finance Department, Government of Rajasthan vide F.1(1)FD/GF&AR/2007(Circular No.19/2011) dated 30.09.2011 for getting aware with e-Bidding process.
 - c. Bidder shall submit their offer on-line in Electronic format on above mentioned web site up to time and date mentioned here in above.
13. Before electronically submitting the Bids, it should be ensured that all the Bid papers including conditions of contract are digitally signed by the Bidder.
14. The Bid should be accompanied with latest GST Certificate from the concerned department authorities, without which the Bids may not be entertained.
15. No conditional Bids shall be accepted and will be rejected summarily forthwith.
16. The department will not be responsible for any delay on account of late submission of Bid.

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मेडिकल कॉलेज, भीलवाड़ा (राजस्थान)-311001



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17. All pages and schedule of Bid document shall be essentially filled in (where ever required) and should be digitally signed by the Bidder.
18. The acceptance of the Bid will rest with the competent authority who does not bind itself to accept the lowest Bid, and reserves to it-self the authority to reject any or all the Bids received without assigning any reason.
19. No refund of Bid fee is claimable for Bids not accepted or forms not submitted.
20. All other provisions of RTPP act 2012 and rules 2013 there to shall be applicable for the procurement.
21. Provisions of GF&AR, circular, notification and direction of finance department of Rajasthan/RajMES Jaipur/Concern Department shall also be applicable.
22. In case of other dispute legal jurisdiction will be Bhilwara only.

प्रधानाचार्य एवं नियंत्रक
आर.वी.आर.एस. मेडिकल कॉलेज
भीलवाड़ा



पता-सिन्दरी के बालाजी के पास, सांगानेर भीलवाड़ा (राजस्थान) 311001
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Technical Bid Check List

क्रमांक	दस्तावेज का विवरण	क्रमांक अंकित करें।	संलग्न पृष्ठ संख्या
1.	Details of Bidder		
	(i) Name		
	(ii) Address		
	(iii) Phone No.		
	(a) Office		
	(b) Residence		
	(iv) Mail ID		
	(v) Constitution of firm (Attach Copy)		
2.	Company may submit Authorizations Letter to sign or participating in tender.		
3.	PAN No.		
4.	GST Registration No.		
5.	Labour License 1970 No.		
8.	Firm/Co-Operative Registration No. (If any)		
9.	Bank A/c Details		
	(i) Account No.		
	(ii) Bank Name and Branch		
10.	Proof of payment of Tender fee, Bid security & RISL Processing fee		
11.	ब्लेक लिस्टेड न होने का प्रमाण-पत्र (100 रु. के स्टाम्प पर)		
12.	अनुभव प्रमाण-पत्र		
13.	Customer Satisfactory Performance Reports		
14.	पिछले तीन वर्षों का औसत टर्नओवर रूपये 25 लाख (Balance Sheet & IT Returns)		
	(i) Year 2016-17		
	(ii) Year 2017-18		
	(iii) Year 2018-19		
15.	Technical Undertaking		
16.	Financial Undertaking		
17.	Annexure A		
18.	Annexure B		
19.	Annexure C		
20.	Annexure D		
21.	Form No. 1		

Note- Photo Copies of All necessary documents duly self attestation must be submitted.

Signature of the Bidder with Seal



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ब्लेक लिस्टेड न हों का प्रमाण-पत्र

मैं/हम शपथ पूर्वक
घोषणा करते हैं कि मुझे /हमारी संस्थाको किसी भी संस्था द्वारा
ब्लेक लिस्टेड नहीं किया हुआ है ।

यदि ऐसा पाया जाता है तो हमारे द्वारा प्रस्तुत निविदा को निरस्त किया जा सकता है ।

हस्ताक्षर निविदादाता





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Technical Undertaking

I/We have Clearly Undertaking at the terms and conditions of the Bid and agreement etc. and agree to undertake cleanliness work at the rate quoted by me/us at the destinations specified by department.

I/We will assure that I/we will strictly abide by the terms and condition of the Bid etc. and the instructions issued by the.....[concerned head of the office] from time to time.

I/We are enclosing the following documents as per the terms and conditions of the Bid:

1. Challan bearing GRN No.Dated.....for Rs.deposited in(Bank) Dated.....of *Tender fee, Bid security & Processing fees* .
2. The bidder has no past of present criminal record with the policy/Vigilance CS Deptt./ Vigilance and enforcement Deptt. Govt. of Rajasthan or govt. of any other state/Govt. of India.
3. The bidder or any of the partner or representatives were never blacklisted the central Government /any state government/any union Territory/State Agency at the time of convicted by the court of law in a criminal case.
4. Copy of the partnership deed along with permanent and present address of the partners in the case of a firm.
5. Copy of the Registration Certificate. If it is firm/Limited Company/NGO/Others.
6. Copy of the Registration Certificate PAN/GST up to date.

I/we hereby affirm that the department is at liberty to take action against me/us as per the terms and conditions of Bid Document, if the above said statement proves to be wrong at any post of time.

Date:-

Signature of the bidder

Place:-

Name

Address:





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FINANCIAL UNDERTAKING

I/we have clearly understand all the terms and conditions of the bid and agreement etc. and agree to undertake the tender document at the rate quoted by me us at the destinations specified by department.

I/We will assure that I/We strictly abide by the terms and conditions of the Bid agreement and the orders of concerned head of office from time to time.

I/We will furnish the prescribed performance security amount of 2.5% the total value of the quantity for supply, within seven (7) days of the acceptance of my/our Bid and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the Bid and my/our Bid and I/We well strictly abide by the terms and conditions etc. as per the agreement, In the event of non fulfillment of contract by me/our security deposit or any amount available with the department is liable to be forfeited award of supply contract stand cancelled besides blacklisting me/us.

SIGNATURE OF BIDDER

NAME :

ADDRESS:



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स्वच्छ, स्वस्थ, जगमग एंव हरित भीलवाड़ा

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Statement of Past Supplies and Performance

I/We.....(Name of Firm) do hereby undertake that we have performed work as per given details below:-

Calendar Year	Order Placed by (Full address of purchaser with telephone & Fax No.	Order No. and Date	Date of Completion of delivery		Remarks indicating reasons for the delivery	
			As per contract	Actual		
1	2	3	4	5	6	7

Note:-

1. It should be submitted with Technical Bid.
2. The above information may be verified from relevant document bidder.

Date:-

Signature of the Bidder

Place:-

Name:-

Address:-



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(A) Eligibility Criteria for Bidders-

Sealed tenders are invited under Two Bid system (Part-I Technical Bid and Part-II: Financial Bid) from पंजीकृत व अनुभवी बोलीदाता/संवेदक WITH the following criteria.

1. Bidder must be a Proprietary/Partnership firm/Limited Company /Agency/Society legally constituted or registered under relevant Act.
2. The bidder have the license under the contract Labour (Regulation & Abolition) Act. 1970.
3. The bidder must be registered with Tax Authorities as income tax and for which the agency has to submit necessary documents such as PAN and GST Registration etc.
4. The bidder must have an average annual turnover of Rs. 25.00 lacs or more only during the last three financial years [2016-17, 2017-18 and 2018-19] in the books of accounts. For this bidder submit balance sheet and I.T. Return.
5. Agency must have been awarded and successfully carried out at least one work order during a financial year from 01-04-2016 to 31-03-2019 Work orders pertaining to these needs to be enclosed with the bid.
6. The Bidder must be submit Customer Satisfactory Performance Reports (CSPR) from the same organization for which experience certificate is being submitted (as mention in clause no.5) for the financial years in which they have provided the qualifying Man power Servies. Such CSPR must be signed by the authorized signatory of the organization concerned.
7. The bidder must have Branch Officer/Regional Office at Bhilwara.
8. The bidder must submit an undertaking that the Man power agency has not been black listed and no case is pending with the police or in court of law against their name.
9. ***Tender fee, Rs. 2000/- Bid security Rs. 22000/- & Processing fees Rs. 1000/- Total Rs. 25000/- must be deposited in college bank account name PRINCIPAL AND CONTROLLER MEDICAL COLLEGE BHILWARA in STATE BANK OF INDIA BHILWARA EVENING BRANCH BHILWARA (RAJ.) Saving A/c Number 36227901467 IFSC Code SBIN0007364. Scan copy of paid amount must be uploaded online in technical bid. (for detail procedure refer terms & condition of tender document.).***
10. All the documents as stated above towards eligibility must be self-attested & stamped and attached to the Technical Bid.
11. Financial tender will be opened only for the bidders who are successful in the technical tender.
12. The Technical Bid Check list is part of this Tender. Therefore, it is Mandatory to attach all the records/Documents required in it along with the Technical Tender, otherwise the Tender can be cancelled.





(B) Pre Bid Meeting

A pre-bid meeting will be held on Date 25-11-2020 at 2 PM in Medical College Bhilwara for seeking clarification on the tender conditions if any interested bidders are advised to participate in the pre-bid meet and survey the institute and offer.

(C) Scope of work of the contractor

The Contractor Shall have to provide the manpower in the institute at an estimated cost of Rs. 22.00 Lacs approximately per annum which may increase or decrease as per actual need.

TERMS AND CONDITIONS OF THE CONTRACT

- 1 सफाई ठेका जॉब बेसिस पर दिया जाना है। कार्य विवरण का पूर्ण अवलोकन करें।
- 2 सेवा प्रदाता एजेन्सी का श्रम विभाग, में पंजीकृत होना आवश्यक है।
- 3 दरें वार्षिक आधार पर प्रस्तुत करें। जिसमें कार्मिकों की मजदूरी तथा उस पर देय अन्य भत्ते यथा ईपीएफ, ईएसआई समस्त भुगतान की जिम्मेदारी निविदादाता की होगी। प्रस्तुत दर में सामग्री व समस्त कर सम्मिलित है, संस्थान द्वारा कोई अतिरिक्त भुगतान देय नहीं होगा।
- 4 सफल निविदाकार को निर्धारित प्रारूप में एक अनुबन्ध 500 रूपये के स्टाम्प पर निष्पादित करना होगा और निविदा की यथावत क्रियान्विति के लिए निविदा की लागत का 5 प्रतिशत की दर से राशि डीडी/बैंकर्स चैक के रूप में जमा करानी होगी जो अनुबन्ध अवधि की सफलता पूर्वक समाप्ति के पश्चात् लौटा दी जावेगी। इस राशि पर विभाग द्वारा कोई ब्याज नहीं दिया जावेगा।
- 5 ठेकेदार ठेका सबलेट नहीं कर सकेगा। ठेका सबलेट करने की स्थिति में तुरन्त प्रभाव से ठेका निरस्त किया जा सकेगा।
- 6 निविदादाता को निविदा में भाग लेने से पूर्व कार्य क्षेत्र का अवलोकन कर लिया जाना चाहिए।
- 7 निविदा की किसी शर्त बाबत सन्देह की स्थिति में प्रधानाचार्य एवं नियंत्रक द्वारा की गई व्याख्या एवं इस संबंध में लिया गया निर्णय अंतिम एवं सर्वमान्य होगा।
- 8 सामान्य वित्तीय एवं लेखा नियम तथा प्रोक्योरमेन्ट नियम नियमानुसार लागू होंगे।
- 9 जिन सेवाओं को उपलब्ध कराया जायेगा, उनकी समय पर उपस्थिति, कार्य एवं व्यवहार संतोषजनक हों पर भुगतान किया जावेगा। यह रिपोर्ट प्रतिमाह की अंतिम तिथि को संबंधित नियंत्रक/अधिकृत अधिकारी द्वारा दी गई ही मान्य होगी।
- 10 कार्यालय द्वारा सेवाप्रदाता एजेन्सी को बैंक द्वारा भुगतान किया जाएगा यदि सेवाप्रदाता एजेन्सी द्वारा उपलब्ध कराये गये कार्मिकों से किसी भी प्रकार की भुगतान से संबंधित शिकायत प्राप्त होती है, तो कॉलेज प्रशासन द्वारा निर्णय लिया जावेगा, इसके उपरान्त ही भविष्य में भुगतान की कार्यवाही की जावेगी।
- 11 सेवाओं से संबंधित कार्मिक के विलम्ब से आने और निर्धारित समय पर काम नहीं करने एवं व्यवहार संतोषजनक नहीं होने पर एजेन्सी को सूचित किया जावेगा कि उसके स्थान पर अन्य कार्मिक उपलब्ध करावे अन्यथा सेवा प्रदाता एजेन्सी को देय राशि में से आनुपातिक रूप से कटौति की जावेगी। इसके साथ ही कार्मिक द्वारा किसी भी प्रकार से अपना उत्तरदायित्व नहीं निभाता है एवं उसकी लापरवाही से कार्यालय को किसी भी प्रकार का कोई नुकसान होता है, तो उसकी क्षतिपूर्ति सेवा प्रदाता एजेन्सी को भुगतान की जाने वाली राशि अथवा उसकी जमा प्रतिभूति राशि में से हानि के अनुपात में राशि की कटौति की जावेगी।
- 12 सेवाप्रदाता एजेन्सी को किये जाने वाले भुगतान में से नियमानुसार टी.डी.एस. एवं अन्य कटौतियों नियमानुसार की जावेगी।
- 13 निविदाकार निविदा स्वीकृति के बाद कार्य आदेश मिलने से एक सप्ताह में निर्धारित कार्य विवरण अनुसार कराना होगा।
- 14 निविदाकार निविदा की शर्तों के प्रत्येक पृष्ठ पर स्वीकृति के रूप में हस्ताक्षर कर प्रस्तुत करें।





- 15 सेवाप्रदाता एजेन्सी द्वारा अनुबन्ध अवधि के दौरान संतोषप्रद सेवायें उपलब्ध नहीं करवायी जाती है, तो अनुबन्धित कार्मिक /सेवाओं को अनुबन्ध अवधि के मध्य हटाया जा सकेगा, जिसका किसी प्रकार का दावा मान्य नहीं होगा।
- 16 निविदा की शर्तों का पालन न करने पर अनुबन्ध तुरन्त समाप्त कर दिया जावेगा तथा भविष्य में आमंत्रित की जाने वाली निविदाओं में भाग लेने से रोक लिया जावेगा तथा उसका सम्पूर्ण उत्तरदायित्व स्वयं सेवा प्रदाता एजेन्सी का होगा।
- 17 निविदा के संबंध में उत्पन्न हुए सभी निविदा के निर्णय का अधिकार गठित कमेटी के पास सुरक्षित रहेगा, जिनका निर्णय ही अंतिम एवं सर्वमान्य होगा।
- 18 सशर्त निविदाएँ स्वीकार नहीं होगी।
- 19 किसी भी प्रकार का विवाद का न्याय क्षेत्र भीलवाड़ा होगा।
- 20 सेवाप्रदाता एजेन्सी द्वारा नियोजित कार्मिकों के संबंध में औद्योगिक विवाद अधिनियम 1947 के प्रावधानों की पालना हेतु पूर्णतः एजेन्सी जिम्मेदार होगी।
- 21 सफाई कार्य में अच्छी गुणवत्ता की सामग्री का उपयोग करना होगा।
- 22 निर्देशानुसार समय पर सफाई कार्य न करने पर अधोहस्ताक्षरकर्ता को यह अधिकार होगा कि वह सफाई कार्य अन्य व्यक्ति/संस्था से करवा कर उस पर हुआ व्यय व शास्ति ठेकेदार से वसूल कर सकेगा।
- 23 छात्रा हॉस्टल हेतु महिला सफाई कर्मचारी लगाने होंगे।
- 24 सफाई व्यवस्था में काम आने वाली वस्तु, झाड़ू, पोछा आदि को एक निर्धारित स्थान पर रखा जाना होगा।
- 25 शास्ति प्रावधान उल्लेखित सफाई कार्य समय पर पूर्ण नहीं करने व निरीक्षण में कमी पाये जाने पर 1000 रु० से 5000 रुपये तक की शास्ति आरोपित की जा सकेगी।
- 26 समस्त कचरा अपशिष्ट निस्तारण स्थान तक ले जाने की जिम्मेदारी ठेकेदार की होगी।
- 27 प्रत्येक सफाई कार्मिक को इंचार्ज के निर्देशों की पालना करनी होगी।
- 28 कार्य सम्पादन अवधि के दौरान कार्य के संबंध में किसी भी प्रकार की क्षति पूर्ति /मुआवजा की जिम्मेदारी ठेकेदार की होगी। संस्था की कोई जिम्मेदारी नहीं होगी।

मैंने निविदा की सभी शर्तों को ध्यान पूर्वक पढ़ व समझ लिया है। मैं निविदा की सभी शर्तों से सहमत हूँ।

हस्ताक्षर
निविदादाता मय नाम व पता





**(Annexure "A" to "D" as per Rajasthan Transparency in public procurement rule, 2013)
Annexure A : Compliance with the Code of Integrity and No Conflict of Interest**

- Any person participating in a procurement process shall –
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
- not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
 - not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process.
 - 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.
 - not obstruct any investigation or audit of a procurement process;
 - disclose conflict of interest, if any; and
 - 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 part has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- 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 :
 - have controlling partners/ shareholders in common; or
 - receive or have received any direct or indirect subsidy from any of them; or
 - have the same legal representative for purposes of the Bid, or
 - 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
 - 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
 - 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
 - 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.

Company Seal

Bidder's Authorised Signature





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 completion;

Date:

Place:

Signature of bidder

Name :

Designation :

Address :





Annexure C : Grievance Redressal during Procurement

The designation and address of the First Appellate Authority is - Director RAJ-MES Jaipur

The designation and address of the Second Appellate Authority is - Secretary RAJ-MES Jaipur

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.

- (1) 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.
- (2) 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.
- (3) 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.

(4) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form alongwith 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.





राजस्थान-सरकार

कार्यालय प्रधानाचार्य एवं नियंत्रक, राजमाता विजयाराजे सिन्धिया
मेडिकल कॉलेज, भीलवाड़ा (राजस्थान)-311001



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<http://www.education.rajasthan.gov.in/mcbhiwara>, Email : principal.mc.bhilwar@rajasthan.gov.in

- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- (5) 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.
- (6) Procedure for disposal of appeal
- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal shall issued 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.

Company Seal

Bidder's Authorised Signature



पता-सिन्दरी के बालाजी के पास, सांगानेर भीलवाड़ा (राजस्थान) 311001

बेटी बचाओ, बेटी पढ़ाओ



स्वच्छ, स्वस्थ, जगमग एवं हरित भीलवाड़ा

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राजस्थान-सरकार

कार्यालय प्रधानाचार्य एवं नियंत्रक, राजमाता विजयाराजे सिन्धिया
मेडिकल कॉलेज, भीलवाड़ा (राजस्थान)-311001



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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)

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



पता-सिन्दरी के बालाजी के पास, सांगानेर भीलवाड़ा (राजस्थान) 311001

बेटी बचाओ, बेटी पढ़ाओ



स्वच्छ, स्वस्थ, जगमग एवं हरित भीलवाड़ा

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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 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.

Company Seal

Bidder's Authorised Signature





राजस्थान-सरकार

कार्यालय प्रधानाचार्य एवं नियंत्रक, राजमाता विजयाराजे सिन्धिया
मेडिकल कॉलेज, भीलवाड़ा (राजस्थान)-311001



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वित्तीय बिड

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