



## माध्यमिक शिक्षा बोर्ड, राजस्थान, अजमेर

### सिविल कार्यों हेतु ई - निविदा सूचना

राज्य सरकार के अभियांत्रिक विभाग/उपक्रमों द्वारा पंजीकृत एवं अनुभवी सवैदकों से निर्धारित प्रपत्र में ई-प्रोक्यूरमेंट प्रक्रिया हेतु ऑनलाइन निविदाएं आमंत्रित की जाती हैं।

क्र. सं.	कार्य का नाम	अनु. लागत	घरोहर राशि	निविदा प्रपत्र मूल्य	प्रोसेसिंग फीस	कार्य पूर्ण करने की अवधि
1	बोर्ड भवन के मुख्य भवन के सामने पुरी सिरेज स्लाइडिंग एन्वुमिनिचम सिस्टम का लगाने का कार्य	13.00 लाख	26000/-	1,000/-	1,000/-	2 माह
2	टी.आर. रखने हेतु लाई की एगज से आत्मारी बनाने का कार्य	10.00 लाख	20000/-	1,000/-	1,000/-	2 माह
क्र. सं.	निविदा प्रपत्र डाउनलोड करने की दिनांक	निविदा प्रपत्र डाउनलोड समाप्ति दिनांक व समय	निविदा खोलने की दिनांक व समय	निविदा प्रपत्र/ घरोहर राशि/ प्रोसेसिंग फीस जमा कराने की दिनांक व समय		
1	28.12.2016 से 22.12.2016	22.12.2016 तक राय 3.00 बजे	23.12.2016 दोपहर 3.00 बजे	23.12.2016 दोपहर 3.00 बजे		

निविदा से संबंधित विस्तृत विवरण बोर्ड की वेबसाइट [www.rajeduboard.nic.in](http://www.rajeduboard.nic.in) व [www.sppp.raj.nic.in](http://www.sppp.raj.nic.in) पर भी देखी जा सकती है। इच्छुक सवैदकों को अपने डिजिटल हस्ताक्षर के माध्यम से वेबसाइट [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) पर रजिस्टर्ड होना आवश्यक है। प्रोसेसिंग फीस राशि रुपये 1,000/- का डिमाण्ड ड्राफ्ट Managing Director, RISL Payble at Jaipur के नाम देना होगा।

**सचिव**



**BOARD OF SECONDARY EDUCATION RAJASTHAN, AJMER  
TENDER DOCUMENT**

<b>NAME OF WORK</b>	: - P&F Steel Racks for keeping T.R. in Confidential Hall on First Floor at BSER Ajmer
<b>ESTIMATED COST</b>	: - Rs. 10.00 Lacs
<b>EARNEST MONEY</b>	: - Rs. 20,000/-
<b>DATE OF SALE / DOWNLOAD</b>	: - Thursday, December 08, 2016 9.00 A.M. to Thursday, December 22, 2016, 3.00 P.M.
<b>DATE OF RECEIPT</b>	: - Thursday, December 22, 2016, 3.30 P.M.
<b>DATE OF OPENING TENDER</b>	: - Saturday, December 24, 2016 at 3.00 P.M.
<b>COMPLETION PERIOD</b>	: - 02 (Two) Months
<b>Cost of Tender</b>	: - Rs. 1,000/-
<b>BID VALIDITY</b>	: - 90 days from opening of tender
<b>OFFICER INVITING BIDS</b>	: - Secretary, Board of Secondary Education Rajasthan, Ajmer
<b>RATE ARE BASED ON BSR</b>	: - PWD BSR 2013 Ajmer Circle, PWD Electrical BSR 2013 & Non BSR
<b>EARNEST MONEY TO BE DEPOSITED</b>	: - In favor of Secretary, Board of Secondary Education Rajasthan, Ajmer and to be deposited in the Room of Executive Engineer, BSER New Building, 2nd Floor, Ajmer on Friday, December 23, 2016

The Tender documents are available for viewing at <http://eproc.rajasthan.gov.in>

## निविदा एवं संविदा की शर्तें


1. राज्य सरकार के अभियांत्रिक विभागों/उपक्रमों द्वारा पंजीकृत एवं अनुभवी संवेदक ही निर्धारित प्रपत्र में ई-प्रोक्यूरमेंट प्रक्रिया में भाग ले सकते हैं।
2. पिछले 3 वर्षों में निविदानुसार किये गये कार्यों का प्रमाण-पत्रों की प्रति संलग्न करें।
3. निविदादाता अपनी निविदा अथवा उसके सारभूत किसी भाग को न तो अन्य एजेंसी को सौंप सकेगा और न किसी को आगे निविदा पर दे सकेगा।
4. निविदा में समस्त उत्कथित दरें समस्त कर सहित होनी चाहिये।
5. निविदाकार, जिसकी निविदा स्वीकार की गई है, कार्यादेश की तारीख से 2 माह की अवधि के भीतर कार्य पूर्ण करने की व्यवस्था करेगा। निविदा में दिखलाई गई मात्राएँ अनुमानित हैं। मात्रा की बढ़त या घटत भी हो सकती है या कोई आइटम हटाया/जोड़ा भी जा सकता है एवं बोर्ड की आवश्यकता के अनुसार कार्य करना होगा।
6. निविदाकार को निविदा और करार की शर्तों और प्रतिबन्धों के प्रतीक स्वरूप निविदा के प्रपत्र के प्रत्येक पृष्ठ के अन्त में हस्ताक्षर कर निविदा के प्रपत्र के साथ संलग्न करना होगा।
7. निविदाएं उन्हीं संवेदकों की खोली जायेगी जिनके द्वारा धरोहर राशि समयावधि में बोर्ड कार्यालय में जमा करा दी गयी है। धरोहर राशि के अभाव में निविदाओं पर विचार नहीं किया जायेगा। उपरोक्त राशि सचिव, माध्यमिक शिक्षा बोर्ड, राजस्थान, अजमेर के पक्ष में डिमाण्ड ड्राफ्ट द्वारा जमा करवायी जायेगी। (धरोहर राशि कुल अनुमानित मूल्य की 2 प्रतिशत होगी) धरोहर राशि, माध्यमिक शिक्षा बोर्ड, अजमेर के नये भवन के द्वितीय तल पर स्थित अधिशाषी अभियन्ता कक्ष में जमा करानी होगी।
8. धरोहर राशि निविदा के अन्तिम रूप से स्वीकार किये जाने एवं अनुबंध हो जाने के बाद यथाशीघ्र विफल निविदाकार को लौटा दी जायेगी।
9. सफल निविदाकार के अपने खर्च पर, निविदा स्वीकार करने की सूचना जारी होने के 10 दिवस में नियमानुसार देय राशि का स्टाम्प पेपर पर करार निष्पादित करना पड़ेगा।
10. संवेदक के प्रत्येक रनिंग/अंतिम बिल में से 10 प्रतिशत राशि सिक्युरिटी डिपोजिट के रूप में कार्य पूर्ण होने तक काटी जायेगी। इस कार्य की सिक्क्युरिटी डिपोजिट कार्य पूर्ण होने की तिथि से 6 माह पश्चात् संतोषजनक होने पर लौटाई जायेगी। यदि कार्य पूर्ण होने के पश्चात् किसी प्रकार की कमी पायी गयी तो तुरन्त संवेदक को ठीक करानी होगी।
11. बोर्ड द्वारा कार्य के पेटे किसी तरह का कोई अग्रिम भुगतान नहीं किया जायेगा।
12. बोर्ड के पास किसी भी निविदा को बिना कारण बताये अस्वीकार करने का अधिकार सुरक्षित है। जिस कार्य के लिये निविदा दी गई उनकी पूर्ण मात्रा या उनके किसी भाग के लिये बोर्ड की इच्छानुसार आदेश दिये जा सकते हैं।

हस्ताक्षर निविदादाता

13. समस्त कानूनी कार्यवाही, यदि किसी भी पक्ष द्वारा शास्ती किये जाने की आवश्यकता पड़े, राजस्थान में, अजमेर स्थित न्यायालय में ही प्रारम्भ करनी होगी किसी अन्य स्थान पर नहीं।
14. सामग्री की जाँच गुणनियन्त्रण प्रयोगशाला में कराने हेतु जाँच का खर्चा संवेदक को ही देना पड़ेगा। कोई भी सामग्री का उपयोग करने से पूर्व सामग्री की जाँच इन्जीनियर इंचार्ज से करानी होगी।
15. संवेदक द्वारा किये गये कार्य का समय-समय पर रनिंग व फाईनल बिल निर्माण शाखा में प्रस्तुत करने होंगे। प्रस्तुत बिलों की जाँच करने के पश्चात् भुगतान की कार्यवाही की जायेगी। संवेदक द्वारा बिल प्रस्तुत नहीं किये जाने पर भुगतान की विलम्बता के लिए संवेदक स्वयं जिम्मेदार होगा।
16. काम में आने वाले सभी यंत्र, औजार तथा मजदूरों की व्यवस्था संवेदक को स्वयं के खर्चे पर करनी होगी, इसके लिए कोई अतिरिक्त भुगतान देय नहीं होगा। निर्माण से संबंधित सभी नियम जैसे Labour Law, PF Law, Industrial Law, Mining Law, Forest Law, Pollution Law, Service Tax, Labour cess आदि करों को जमा कराने के लिए संवेदक स्वयं जिम्मेदार होगा एवं कार्य का T.D.S. नियमानुसार बोर्ड स्तर पर कांटा जायेगा।
17. यदि Schedule 'G' & 'H' की रेट में टाइपिंग एरर होती है तो रेट प्रचलित रेट अनुसार ही मानी जायेगी।
18. रविवार एवं अन्य अवकाशों के दिन कार्य इन्जीनियर इंचार्ज की सहमति पर ही करवाया जाएगा।
19. विलम्ब दण्ड:- कार्य सम्पादन में की गई देरी के लिए PWF&AR नियमों व PWD के अनुबंध के तहत निर्धारित ठेके की शर्तों के अनुसार विलम्ब दण्ड की वसूली की जावेगी।
20. रिस्क एण्ड कॉस्ट:- समय पर कार्य न करने, कार्य को अन्य प्रकार से पूर्ण कराए जाने पर राजस्थान लोक उपापन में पारदर्शिता नियम 2013 व PWD के अनुबंध के तहत निर्धारित ठेके की शर्त के अनुसार रिस्क एण्ड कॉस्ट की राशि वसूली की जावेगी।
21. इस निविदा एवं अनुबंध के संबंध में अन्य शर्तें एवं नियम, जिनका उल्लेख ऊपर नहीं किया गया है, राजस्थान लोक उपापन में पारदर्शिता नियम 2013 तथा PWF&AR के प्रावधानों के अनुसार होगी।
22. समस्त कार्य सार्वजनिक निर्माण विभाग की स्पेसिफिकेशन के आधार पर करना होगा।
23. किसी भी तरह के विवाद की स्थिति में अध्यक्ष, माध्यमिक शिक्षा बोर्ड, राजस्थान, अजमेर का निर्णय दोनों पक्षों को मान्य होगा।
24. कार्य करने हेतु बिजली, पानी की व्यवस्था संवेदक को करनी होगी। कार्य करने वाले श्रमिकों की सुरक्षा की समस्त जिम्मेदारी संवेदक की होगी। कार्य करने के दौरान किसी श्रमिक की किसी भी तरह की दुर्घटना से कोई भी शारीरिक हानि होने अथवा मृत्यु हो जाने पर उस श्रमिक की समस्त खर्च की जिम्मेदारी संवेदक की होगी।

हस्ताक्षर निविदादाता

25. इस ठेके के कार्य हेतु संवेदक द्वारा लगाए जाने वाले कर्मकार किसी भी प्रकार से बोर्ड के लिए देयता (Liability) नहीं होंगे।
26. संवेदक द्वारा PWD BSR 2013 Circle Ajmer, PWD Electrical BSR 2013 & Non BSR पर टैण्डर प्रिमियम Below डालने पर BSR दर व संवेदक की द्वारा डाली गई रेंट का अन्तर बोर्ड कार्यालय में Performance Security के रूप में जमा कराना होगा तत्पश्चात् ही कार्य का कार्यादेश जारी किया जायेगा। यह राशि कार्य पूर्ण होने के पश्चात् कार्य संतोषजनक व PWD Specification अनुसार किये जाने के पश्चात् लौटाई जायेगी। बोर्ड के द्वारा दी गई समयावधि में अन्तर राशि जमा न कराये जाने पर संवेदक द्वारा जमा धरोहर राशि बोर्ड द्वारा जब्त कर ली जायेगी व संवेदक का टैण्डर निरस्त कर दिया जायेगा।

  
अधिशायी अभियन्ता  
मा.शि.बोर्ड., राजस्थान  
अजमेर

### घोषणा

यह प्रमाणित किया जाता है कि मैंने उक्त सभी शर्तों का अच्छी तरह से अध्ययन कर लिया है। मैं इन शर्तों की पालना की सहमति स्वरूप इसके प्रत्येक पृष्ठ पर हस्ताक्षर कर निविदा प्रपत्र के साथ संलग्न दिया है।

दिनांक :- .....

निविदाकार के हस्ताक्षर  
मय सील

हस्ताक्षर निविदादाता

Tender Inviting Authority: Secretary Board of Secondary Education Rajasthan, Ajmer

Name of Work: P&F Steel Racks for keeping T.R. in Confidential Hall on First Floor at BSER Ajmer

Contract No:

Bidder

SCHEDULE OF WORKS							0.00 %
Sl. No.	Description of work	No or Qty.	Unit	Estimated Rate		AMOUNT Rs. P	
				Figure	Words		
1	Brick Masonry in superstructure up to third story with bricks of class designation 75 in Cement mortar 1:4 (1 cement : 4 coarse sand)	2.00	Cum	3494.00	Rs. Three Thousand Four Hundred Ninety Four Only	6988.00	
2	Half brick masonry in super structure upto third story including cost of nominal hoop reinforcement (2No., 6mm) M.S. Bar at every fourth course) in cement mortar 1:4 (1 cement : 4 coarse sand)	57.00	Sqm	428.00	Rs. Four Hundred Twenty Eight Only	24396.00	
3	Plaster on new surface on walls in cement sand mortar 1:4 including tracking of joints etc. Complete fine finish, 20mm thick	125.00	Sqm	152.00	Rs. One Hundred Fifty Two Only	19000.00	
4	P&F steel gate, grating and grills made of angles, tees, square bars, flats or black pipe with holdfast and fittings complete as per design and drawing including cutting welding and fabrication with priming coat of red oxide	7000.00	Kg	83.00	Rs. Eighty Three Only	581000.00	
5	P&F welded mesh/expanded metal mesh in frame work, flat iron beading 20x3mm including top cross laps inside and out sides welding, iron bolts, crews, clips etc. Complete (excluding frame work) of size. Welded mesh 25x25 mm x 16 Gauge	12.00	Sqm	502.00	Rs. Five Hundred Two Only	6024.00	
6	Distemping with oil bound washable distemper of approved brand and manufacture to give an even shade including all scaffolding:						
A	New work (two or more coats) over and including scraping and priming coat with cement primer.	70.00	Sqm	49.00	Rs. Fourty Nine Only	3430.00	
B	Old work (one or more coats) including scraping surface and necessary repairs	300.00	Sqm	34.00	Rs. Thirty Four Only	10200.00	
7	Painting with enamel paint of approved brand and manufacture to give an even shade: Two or more coats on new work	300.00	Sqm	61.00	Rs. Sixty One Only	18300.00	
8	P&F G.I. Sheet double leaf door shutter in angle iron fromae 35x35x5mm suitably diagonally braced with 25x3mm flat iron above and below lock rail of size 50x5mm beading extra including all fittings, as per direction of Engg. Incharge but excluding cost of chowkhat: including two coats of anti-corrosive red oxide primer paint G.I. sheet 18 S.W.G.	6.50	Sqm	2263.00	Rs. Two Thousand Two Hundred Sixty Three Only	14709.50	

9	P & F of Heavy duty capacitor start, Double ball bearing 900/1400 RPM single phase ISI marked Exhaust fan, IS:2312 marked in existing opening including making connections testing etc. as required. Group: 2 :- 450 mm sweep(900/1400 RPM)	3.00	No.	4546.70	Rs. Four Thousand Five Hundred Fourty Six and Seventy Paisa Only	13640.10
10	P & F energy efficient direct fit (Retrofit) LED tube system (with integral driver), on existing fixture. Power Consumption of 18W / 36W 1500-3000 lumens, system lumen efficiency 80 lm/Watt output, life time of 50,000 burning hours with 70% initial lumen maintained. CCT 3000°K, 4000°K & 6000°K. 4' LED Tube shape fixture 18W : Group 1	16.00	No.	1400.00	Rs. One Thousand Four Hundred Only	22400.00
11	P & F double ball bearing capacitor start, aluminium body & blade ceiling fan with down rod up to 30 cm with 3 x 1.5 sq.mm pvc insulated flexible copper conductor making connection testing etc. as required. 1200 mm sweep	6.00	No.	1451.00	Rs. One Thousand Four Hundred Fifty One Only	8706.00
12	Wiring of 3 pin 5 amp. light plug point with 1.5 sq. mm nominal size FR PVC insulated unsheathed flexible copper conductor 1.1 kv grade and 1.5 sq. mm nominal size FR PVC insulated unsheathed flexible copper earth conductor 1.1 kv grade (IS:694) of approved make in surface / recessed ISI marked MMS (IS:9537 P - III ) PVC conduit & it's accessories, 18 SWG 175 mm x 100 mm x 60 mm M.S. box with earth terminal, 6 A switch, 6 A socket, 3.0 mm thick ISI marked phenolic laminated sheet, zinc plated / brass screws, cup washers, making connections, testing etc. as required.					0.00
A	On board					
B	Short point (up to 3 mtr.)	5.00	Poin	90.00	Rs. Ninety Only	450.00
C	Medium point (up to 6 mtr.)	15.00	Poin	251.00	Rs. Two Hundred Fifty One Only	3765.00
D	Long point (up to 10 mtr..)	12.00	Poin	368.00	Rs. Three Hundred Sixty Eight Only	4416.00
		10.00	Poin	498.00	Rs. Four Hundred Ninety Eight Only	4980.00
13	Supplying and drawing FR PVC insulated & unsheathed flexible copper conductor ISI marked (IS:694) of 1.1 kv grade and approved make in existing surface or recessed conduit/casing capping including making connections etc. as required.					0.00
A	2 x 2.5 sq. mm. + 1x1.5sqmm	30.00	Mtr.	53.00	Rs. Fifty Three Only	1590.00

B	2 x 4.0 sq. mm. + 1 x 2.5 sq. mm.	15.00	Mtr.	77.00	Rs. Seventy Seven Only	1155.00
14	Supplying and fixing of power plug point accessories on 18 SWG metal box of size 175 x 100 x 60 mm. on surface or in recessed with suitable size phenolic laminated sheet cover including cost of 6 pin 16 amp. Switch and socket outlet, making connection, testing, etc. as required.	2.00	No.	235.00	Rs. Two Hundred Thirty Five Only	470.00
15	P & F socket size flush type 120/280 watt rotary 5 step fan regulator including making connection testing etc. as required.	6.00	Nos.	210.00	Rs. Two Hundred Ten Only	1260.00
16	P&F anodized aluminum work (Anodizing to be got done from approved Anodizer) for doors, windows, ventilators and partition with extruded built up standard tubular and other sections of approved make conforming to IS:733 and IS:1285 anodised transparent 81 dyed to required shade according to IS:1868 (minimum anodic coating of grade AC 15), fixed with rawl plugs and screws or with fixing clips or with expansion hold fasteners including necessary filling up of gap at junctions, at top, bottom and sides with required PVC/neoprene felt etc. Aluminum section shall be smooth rust free, straight, mitered and jointed mechanically wherever required including cleat angle aluminum snap beading for glazing/paneling, C.P. brass/stainless steel screws Al. Tower bolt & Al. handle & Al. Aldrop etc. all complete as per architectural drawings and the directions of Engineer-in-charge (Glazing and paneling to be paid for separately).					0.00
A	(A) For fixed portion	325.00	Kg	348.00	Rs. Three Hundred Fourty Eight Only	113100.00
B	(B) For Shutters of openable doors, windows & ventilators including P&F hinges/rollers etc. and making provision for fixing of fitting wherever required (locks shall be paid for separately)	80.00	Kg	400.00	Rs. Four Hundred Only	32000.00
17	P&F glazing in aluminum door, window, ventilator shutters and partitions etc. with PVS/neoprene gasket etc. complete as per the architectural drawings and the directions of engineer in charge. (Cost of aluminum snap beading shall be paid in basic item) with glass panes of 5.0mm thickness (weight not less than 13.75 Kg/sqm) as per IS:2835	22.32	Sqm	860.00	Rs. Eight Hundred Sixty Only	19195.20

18	P&F expanded grill made of anodized aluminum as per design and drawing having members section of size 7.5mm x 6.0 mm and opening of size 102mm x 99mm to aluminum window/vent with required screws, Y and H aluminium sec (as per drawing) at the ends and middle joints respectively complete in all respect as per direction of engineer in charge.	22.32	Sqm	1392.00	Rs. One Thousand Three Hundred Ninety Two Only	31069.44
19	S&F fixed wire gauge of stainless steel of 14 mesh X 24 gauge to the aluminium window by Aluminium beading 20X3mm with suitable screws at not exceeding 150mm distance at all heights with all lead and lift with scaffolding	22.32	Sqm	645.00	Rs. Six Hundred Fourty Five Only	14396.40
20	Polyster powder coating and electro coloring in various color and shade approved by Engineer in Charge.	22.32	Sqm	316.00	Rs. Three Hundred Sixteen Only	7053.12
21	Removing of existing steel windows by cutter / welding etc. and removing of steel window from site and placing in store on ground floor including loading and unloading etc. Size 10' x 4' (NON BSR)	6.00	No	1500.00	Rs. One Thousand five Hundred Only	9000.00
22	Repairing and plasting work with colouring work of window jams and window sill in good condition including material etc. Size 10' x 4' (NON BSR)	6.00	No	800.00	Rs. Eight Hundred Only	4800.00
23	P&F Vitirified porcelain Polished tiles on floor, skirting and steps etc. in different sizes (thickness to be specified by manufacture) with water absorption less than 0.08% and conforming to IS 15622 of approved make in all colour and shade, laid with 20mm thick CM 1:4 including grouting the joints with white cement and matching pigment etc. complete (As approved by Engineer in charge) Size 600 mm x 600 mm Deduct for not using 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand) bedding in laying of floor tiles	15.00	Sqm	1010.00	Rs. One Thousand Ten Only	15150.00
24	Fixing glazed/Ceramic/Vitirified floor tiles with cement based high polymer modified quick-set tile adhesive (Water based) conforming to IS:15477, using 5Kg adhesive per sum of tile area, in average 3mm thickness	15.00	Sqm	280.00	Rs. Two Hundred Eighty Only	4200.00
Total estimated cost in Figures						
Quoted Amount						996843.76
Quoted rate in Words					996843.76	996844.00

*16N*

## **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:

Instruction

## **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.

Doc1

(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.

## 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

A Const.

**Annexure C : Grievance Redressal during Procurement Process**

**Annexure D : Additional Conditions of Contract**

अतः प्रशासनिक विभाग अपने अधीन समस्त विभागों, कार्यालयों एवं संगठनों से उक्त निर्देशों की कठोरता से पालना सुनिश्चित करावें।

संलग्न: Annexure A to D




(अखिल अरोरा)

शासन सचिव, वित्त (बजट)

प्रतिलिपि निम्नांकित को सूचनाथ एवं आवश्यक कार्रवाई हेतु प्रेषित है-

1. निजी सचिव, राज्यपाल/मुख्यमंत्री/समस्त मंत्रीगण/राज्य मंत्रीगण;
2. निजी सचिव, मुख्य सचिव/समस्त अति. मुख्य सचिव/समस्त प्रमुख शासन सचिव/समस्त शासन सचिव/समस्त विशिष्ट शासन सचिव।
3. सचिव, राजस्थान विधान सभा, राजस्थान, जयपुर। 4. सचिव, लोकसुव्त्त सचिवालय, राजस्थान, जयपुर।
5. सचिव, राजस्थान लोक सेवा आयोग, अजमेर। 6. रजिस्ट्रार, राजस्थान उच्च न्यायालय, जोधपुर/जयपुर।
7. समस्त संयुक्त शासन सचिव/उप शासन सचिव/सचिवालय के समस्त अनुभाग/विभाग।
8. प्रधान महालेखाकार (संवित्त लेखा परीक्षा) राजस्थान, जयपुर।
9. महालेखाकार (प्राप्ति एवं वार्षिक लेखा परीक्षा)/(ए एंड ई) राजस्थान, जयपुर।
10. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त।
11. रजिस्ट्रार, राजस्थान सिविल सेवा अपील अधिकरण, जयपुर। 12. समस्त कोषाधिकारी।
13. सिस्टम एनालिस्ट, वित्त विभाग को भेजकर लेख है कि परिपत्र को को वित्त विभाग की वेबसाईट पर प्रकाशित करवाने की व्यवस्था करावें।



(उर्मिला जोशी)

संयुक्त सचिव

For Contd.