

Government of Rajasthan
Directorate of Mines & Geology
Khanij Bhawan, Shastri Circle, Udaipur-313 001
Phones : (0294) – 2415091-95 Fax : (0294)-2410526
email – po.mg@rajasthan.gov.in

No. DMG/F-5(14)2019-20/ 4271

Udaipur, Date 29/07/2019

OPEN TENDER NOTICE NO. 2/2019-20

Sealed tenders are invited for Comprehensive Annual Maintenance Contract for Computers/Printers/Scanners installed in the Directorate of Mines and Geology, Udaipur.

Particulars	Bid Security (Rs.)	Tender Fee (Rs.)
Comprehensive Annual Maintenance Contract for Computers/Printers/Scanners as per scope of work.	5000/-	200/-

1. Detailed information/tender document may be seen/downloaded from the website www.sppp.rajasthan.gov.in, www.mines.rajasthan.gov.in.
2. Tender form may also be purchased from this office up to 11:00 AM of 06.08.2019.
3. Last date and time for submission of tender is 6.08.2019, time 3.00 PM.
4. The tender will be opened on 6.08.2019 at 04.00 PM.


(M.L. Bhati)

Additional Director (Mines – HQ)

Scope of Work

General scope of work includes:

- i. Upkeep and maintenance of the hardware and installed software.
- ii. The Maintenance Contract shall be **comprehensive** in nature and shall cover reloading of licensed operating systems, application software, data retrieval, data back-up, virus cleaning and repair and replacement of hardware, if necessary with similar functional parts, of all parts and accessories installed in the CPU, Monitor and Printer, including Motherboard, Processor, PCB, SMPS, HDD, FDD, Optical Disk Drive, RAM, Teflon, Data Card, Printer Head, Roller, Power Strips, Connection Cords etc. but shall not include consumables like floppy, printer cartridges/ribbons. Plastic parts of the machines will not be treated as consumables. In other words, all components, parts and connecting cables shall comprise the hardware (excluding consumables like DVD, CD floppy, printer cartridges/ribbons, etc.), and all operating systems, application software, data retrieval, data back-up, virus removal software, etc., shall comprise the software for the purpose of this Comprehensive AMC. Components and parts that may not have been expressly mentioned here but which are provided by the manufacturer as standard original equipment of the computer/printer/scanner shall be treated as hardware/software of the computer/printer/scanner for the purpose of the Comprehensive AMC.
- iii. To provide and maintain the required drivers (CDs & Floppies) for maintaining the equipment.
- iv. Repair to be carried out onsite at the location of the equipment at Directorate of Mines and Geology, Khaniz Bhawan, Shastri Circle, Udaipur.
- v. Stand-by arrangement to be made in case the equipment is to be taken to workshop for repair.
- vi. Any other maintenance work to be undertaken related to the computers/peripherals.
- vii. The firm will prepare separate log books for each of the machines to be taken under the Comprehensive AMC and Preventive maintenance with virus detection and special cleaning of the Monitor, Printer, Key Board, Mouse etc. from outside with liquid cleaner and inside will be carried out on quarterly basis. A preventive Maintenance Report counter signed by user would be required to be submitted by the successful bidder to Central Store, Directorate of Mines and Geology, Udaipur. The quarterly payment will strictly be made on the basis of preventive maintenance report and satisfactory report from the user.

- viii. The list of computers, printers, and scanners is attached as Appendix 'A'. However, new equipments purchased from time to time, after the expiry of their warranty/guarantee period, will also have to be serviced/ maintained at the same terms and conditions, and the Comprehensive AMC has also to be done at the same terms and conditions for these new equipments.
- ix. A sticker indicating the cell phone and telephone numbers and FAX number with email address of the firm should be pasted on each of the systems under comprehensive AMC to facilitate the user to book complaints during the period of comprehensive AMC.
- x. The tenure of the contract will be initially for a period of one year. The contract may be extended for a further period, as mutually agreed upon, subject to satisfactory performance. The rates quoted will remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period.
- xi. The service engineers would take up any reported fault within one hour. As far as possible, the repairs would be carried out on-site itself. However, in case the equipment is taken to the workshop the firm would provide a stand-by for the same.
- xii. If any PC/accessory is not repaired within twenty four hours, the firm will provide a stand by PC/accessory. If, however, the firm fails to carry out repairs or provide stand-by PC/accessory within 2 days, to the satisfaction of the user, a penalty of Rs.200/- (Rupees Two hundred only) per day will be charged for delay beyond the two days till such time the PC/accessories are repaired.
- xiii. The successful bidder shall provide necessary support to maintain VIRUS free computer environment and help in upgrading the Software's Virus Detection mechanism
- xiv. It may also be noted that in case of the contractor backing out in mid-term without any explicit consent of this department, he will be liable to recovery at higher rates, vis-a-vis, those contracted with it, which may have to be incurred by this Department on maintenance of machines for the balance period of contract through alternative means. In such a circumstance, the contract shall be terminated by Department and the performance security shall be forfeited.


(M.L. Bhati)

Additional Director (Mines – HQ)

APPENDIX-A

S.No.	Items	Approx Qty.
1	Desktop Computer	
	Acer Veriton, Core i3	80
2	Printer	
	Ricoh SP 200 Printer	65
	Brother bizhub164 Multi-functional Printer	6
	HP LaserJet 3050 / 1020 Printer	5
	Konika Minolta MFC7860DW Multi-functional Printer	3
3	Scanner	
	HP ScanJet 200	16


(M.L. Bhati)

Additional Director (Mines – HQ)

INSTRUCTIONS TO THE BIDDERS

1. Before filling up the tender, bidders are requested to read bidding document carefully which comprises of tender notice, general scope of work, instruction to bidders, general terms & conditions of the contract, declaration, Annexure A, B, C, & D, technical bid and financial bid. Bidder should ensure that the bidding document is completely received.
2. Comprehensive AMC is being done as per RTPP Act 2012, RTPP Rules 2013 and GF&AR of Government of Rajasthan and all the provisions thereof shall be deemed to be the part of this tender.
3. Bidder who has following Qualification criteria is eligible for bidding :
 - A. A Company or Partnership Firm or Service Provider or an Individual who is registered/accredited with recognised/appropriate authority, if applicable, and desires to provide the Comprehensive Annual Maintenance Contract for Computers/Printers/Scanners, as per scope of work. A self declaration certificate by the bidder to this effect shall be enclosed.
 - B. The bidder must have expertise in on-site maintenance and repair of desktop computers, laptops, notebooks, laser printers, scanners, peripherals and other hardware parts and accessories. A self declaration certificate by the bidder to this effect shall be enclosed.
4. Bids are to be submitted in sealed envelopes marked conspicuously "Bid for Comprehensive AMC for Computers/Printers/Scanners". The tender should be handed over at this office in Room no. 236 or be sent by post. Department shall not be responsible for delay in receipt of the post. Only those tenders which are received up to the prescribed time shall be considered.
5. Bidder has to submit tender fee (if document is downloaded from website) and bid security along with bid. Two separate Bank Drafts/Bankers Cheques have to be submitted for tender fee and bid security. Those who have purchased bidding document from the office need not to submit tender fee.

Note: (a) Bank Drafts/Bankers Cheques, separate for tender fee and bid security should be made in favour of "Addl. Director Administration" payable at Udaipur

mm

- (b) The Central Government and Government of Rajasthan undertaking need not to furnish bid security.
 - (c) In case of micro, small and medium enterprises of Rajasthan tender fee shall be 50% of the prescribed cost and bid security shall be 0.5% of the estimated value.
 - (d) Tender fee will be non-refundable. Bid security shall be refunded soon after the declaration of tender result except to the selected bidder.
 - (e) The bid security will be forfeited(i) if bidder withdraws or modifies the offer after opening of tender, (ii) if bidder fails to submit performance security or fails to execute contract on non-judicial stamp paper.
6. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered.
 7. Rate quoted in financial bid shall be written both in words and figures. There should not be errors or over writings. Corrections, if any should be made clearly and initialled with date.
 8. All rates quoted should be inclusive of all taxes and charges, if not mentioned separately.
 9. The rate may be quoted on comprehensive basis for the computers, printers, scanners, etc. in the perform at Annexure II. Rates quoted in any other format will not be accepted.
 10. The rates quoted should be net and no discount, free services/offers quoted will be considered.
 11. The Lowest Bidder(L-1) shall be determined on the basis of the grand total of rates quoted for all items as mentioned in Annexure II.
 12. Tender rates quoted by the bidder should be valid up to 3 months from the date of opening of financial Bid.
 13. If there is holiday on the last day for submission of tender or opening day for tenders, then the tenders will be received/ opened on the next working day. Incomplete tenders and conditional tenders will not be considered.
 14. Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.
 15. Department is not bound to accept the lowest tender rate and may reject any tender or tender process without assigning any reason.

mmv

16. Selected bidder will be issued letter of acceptance/purchase order, who will be required to deposit Performance Security @ 5% of tendered amount within a period of 7 days from receipt of order. Bid security may be adjusted and only difference amount for performance security may be deposited. Performance security for the micro, small and medium enterprises of Rajasthan shall be @ 1% of the tendered amount. Performance security may be furnished in the form of Bank Draft/Bankers Cheque/Bank Guarantee/F.D.R. made from scheduled bank/N.S.C. which shall be drawn /pledged in the name of "Addl. Director Administration, Udaipur". Bank Draft/Bankers Cheque if made shall be payable at "Udaipur". The term of performance security shall be 1½ years.
17. Selected bidder shall execute contract on non-judicial stamp paper of Rs. 500 within 7 days of issuance of letter of acceptance/purchase order. The expenses of completing and stamping the agreement shall be paid by the bidder and the original copy of agreement shall remain with the Department.
18. In case selected bidder fails to submit performance security and / or fails to execute contract, bid security shall be forfeited.
19. The work has to be completed as per order and the agreement signed by bidder. If bidder has any doubts as to the meaning of any portion of the procedure or of the work, etc., he shall get it clarified before 02-08-2019.
20. Work is to be done at Directorate, Department of Mines & Geology Udaipur; bidder should quote rates F.O.R. destination. Bidder can visit the Directorate in working hours on any working day on or before 02.08.2019 to see the equipments.
21. Payment against work shall be made only after submitting preventive maintenance report and satisfactory report from the user.
22. No advance payment for the work shall be made in any case.
23. No amount of interest will be paid, if there is any delay in payment of bill.
24. The contract can be extended by the Department on the rates and conditions of the original contract.
25. The Department reserves the right to terminate the services of bidder if it is found that the bidder is repeatedly not executing work satisfactorily. The bidder has no right to claim any compensation in this regard. In any case no compensation would be payable by the department.
26. Direct or indirect canvassing on the part of the bidder or his representative shall be a disqualification.

tender or entire tender process without assigning any reason.

28. In case of any dispute, jurisdiction will lie to the civil courts of Udaipur.

26. Documents to be enclosed along with Technical Bid:-

- (i) Memorandum and article of association, certificate of incorporation, resolution of board of directors, if bidder is a company.
- (ii) Partnership deed, firm registration certificate, power of attorney, if bidder is a partnership firm.
- (iii) Documents to certify that bidder is registered/accredited with recognized appropriate authority, if applicable.
- (iv) A self declaration certificate by bidder to this effect that he/they desires to provide the Comprehensive Annual Maintenance Contract for Computers/Printers/Scanners, as per scope of work and have expertise in on-site maintenance and repair of desktop computers, laptops, notebooks, laser printers, scanners, peripherals and other hardware parts and accessories.
- (v) Separate Bank Draft / Bankers Cheque for tender fee (if document is downloaded from website) and bid security.
- (vi) Bidding document including tender notice, scope of work, instruction to bidders, general terms & conditions of the contract, declaration, certificate regarding work execution and Annexure A, B, C, & D, duly signed by the bidder (as token of their acceptance of the terms mentioned therein).
- (vii) Copy of financial statement including trading, profit and loss account, and balance sheet as on 31.03.2018 duly certified by Chartered Accountant or self attested.
- (viii) GST No. and GST Registration Certificate/Proof of application for GST No. (if exempted self declaration should be enclosed).
- (ix) Self attested copy of PAN Card of the bidder.
- (x) Declaration in enclosed format.
- (xi) Any other document required to be submitted.


(M.L.Bhati)

Additional Director (Mines – HQ)

GENERAL TERMS & CONDITIONS OF CONTRACT

Clause No.

Terms & Conditions

1. All the documents viz. tender notice, scope of work, instruction to bidders, etc. supplied with tender document, shall be part of terms and conditions of the contract.
2. Bidder shall be deemed to have carefully examined the services to be provided. If bidder has any doubts as to the meaning of any portion of the procedure or of the services etc. he shall get it clarified from ADM (HQ).
3. **Validity:**
Quoted rates shall be in Indian Rupees and remain valid for 3 months from the date of opening of financial bid.
4. **Agreement and Performance Security**
 - (i) Successful bidder shall have to execute an agreement within a period of 7 days of receipt of letter of acceptance/ work order after depositing performance security equal to 5% of the tendered amount (as described under Clause 16-17 of Instructions to Bidders).
 - (ii) The bid security deposited at the time of tender shall be adjusted towards performance security.
 - (iii) No interest will be paid by the Department on the performance security.
 - (iv) Central Government concerns and Government of Rajasthan's Undertaking shall be exempted from furnishing performance security.
 - (v) The expenses of completing and stamping the agreement shall be paid by the bidder and the original copy of agreement shall remain with the Department.
 - (vi) The performance security shall be returned after the successful completion of work and after satisfying that there are no dues outstanding against the bidder and no complaints covered under the Scope of work is pending.
5. **Forfeiture of Performance Security Deposit:**
Performance security amount in full or part may be forfeited in the following cases:-

mm

(a) When any terms and conditions of the contract is breached.

(b) When the tenderer fails to complete the work satisfactorily.

Notice of reasonable time shall be given in case of forfeiture of performance security. The decision of the ADM (HQ) in this regard shall be final.

6. **Assign or Sub-let:**

The bidder shall not assign or sub-let his work order or any part thereof to any other agency.

7. **Inspection:**

Inspection of the work can be done by the Departmental officers at any time.

8. **Penalty:**

If any PC/accessory is not repaired within twenty four hours, the firm will provide a stand by PC/accessory. If, however, the firm fails to carry out repairs or provide stand-by PC/accessory within 2 days, to the satisfaction of the user, a penalty of Rs.200/- (Rupees Two hundred only) per day will be charged for delay beyond the two days till such time the PC/accessories are repaired. The Department reserves the right to terminate the services of bidder if it is found that the bidder is not providing satisfactory services. The bidder has no right to claim any compensation in this regard. In any case, no compensation would be payable by the department.

9. **Insurance:**

(i) It shall be the responsibility of the bidder for the safe work in the Department. For any loss /damage/ accident during the work all the responsibility shall be of bidder for any type of damage/loss.

(ii) The bidder may insure the persons engaged by him against loss by destruction or damage, by fire, flood, under exposure to chemical or otherwise viz. (war, rebellion, riot, etc.). The insurance charges shall be borne by the bidder and Department shall not be liable to pay such charges, if incurred.

10. **Payments:**

No advance payment in any case would be made. Payments shall be made on quarterly basis on satisfactory rendering of services and on submission of bill in proper form by the bidder to the ADM (HQ) in accordance with RTPP Act, 2012, RTPP Rules and G.F.&A.R. All

Handwritten signature/initials

remittance charges shall be borne by the bidder. TDS for income tax and GST will be deducted as per rules.

11. **Targets for timely completion of work:**
The time specified for completion of work shall be deemed to be the essence of the contract and the successful bidder shall have to execute work from the receipt of work order from the ADM (HQ) and for a period of one year from the date of agreement.
12. **Recoveries:**
Recoveries of poor services, breakage, etc. shall ordinary be made from bills. Amount may also be withheld in case of failure in satisfactory services by the bidder and shall be recovered from his dues and performance security deposit available with the Department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
13. If a bidder imposes conditions which are in addition to or in conflict with the conditions in the tender document, he shall not be considered unless specifically mentioned in the letter of acceptance of tender issued by the ADM (HQ).
14. The Director, Mines & Geology Department, Rajasthan, Udaipur reserves the right to change, correct and modify the terms and conditions for the execution of work.
15. All legal proceedings for any dispute between Department and bidder shall have to be lodged in courts situated in Udaipur, Rajasthan and not elsewhere.
16. As per circular 3/2013, dated 4/2/2013 of finance department required annexure A, B, C & D are enclosed for needful. Conditions / declaration in annexure A, B, D shall form part of the agreement. All relevant provisions of GF&AR, RTPP Act 2012 and RTPP Rules 2013 made there under will ipso-facto deemed part of this tender document.


(M.L. Bhati)

Addl. Director Mines (HQ)

Declaration

I/We do hereby declare that the entries made in the tender are true to the best of my / our knowledge and belief. I/We do also confirm that I/ We have read and understood Scope of Work, all Terms and Conditions as contained in this bidding document and agree to abide by the same in all respect.

I/We will provide the Comprehensive Annual Maintenance Contract for Computers/Printers/Scanners, as per scope of work and have expertise in on-site maintenance and repair of desktop computers, laptops, notebooks, laser printers, scanners, peripherals and other hardware parts and accessories.

I/We undertake that in case the facts/ information furnished, as above is/ has been found false, the DMG Udaipur may be in its absolute discretion reject/ cancel any assignment, if any, awarded / agreed to be awarded to me / us and in such case I / We shall not be entitled to claim any damages/ whatsoever in regard to the assignment.

I/We undertake that in case of unsatisfactory work, the DMG Udaipur may be in its absolute discretion reject/ cancel the given assignment to me / us and in such case I / We shall not be entitled to claim any damages/compensation/ whatsoever in regard to the assignment.

In case of any damage / mishap / accident /loss by any means natural or unnatural to the material of DMG or persons deployed by me/us, I/We undertake the guarantee to bear all the expenses. I/We further guarantee to insure the persons deployed by me/us. I/We will also supply free of cost the items, if at all damaged by our persons during the normal use.

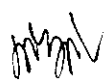
Signature of Bidder

Place:

Name:

Date:

Designation



Technical Bid

- I. Tender for Comprehensive Annual Maintenance Contract for Computers/Printers/Scanners
- II. Name, postal address and contact nos. of the person/firm/company submitting the tender.
- III. Addressed to: Addl. Director Mines (HQ), Directorate of Mines & Geology,
Khanij Bhawan, Shastri Circle, Udaipur.
- IV. Reference: Tender No.....
- V. Whether requirement being tendered match with therequirement in the tender document – yes/no.
- VI. Details of fee deposited.
 - (a)Tender fee : Bank Drafts/Bankers Cheques amounting Rs..... no..... date..... Bank name.....
 - (b) Bid security : Bank Drafts/Bankers Cheques amounting Rs..... no..... date..... Bank name.....
- VII. Following documents should be enclosed-
 - (i) Memorandum and article of association, certificate of incorporation, resolution of board of directors, if bidder is a company.
 - (ii) Partnership deed, firm registration certificate, power of attorney, if bidder is a partnership firm.
 - (iii) Documents to certify that bidder is registered/accredited with recognized appropriate authority, if applicable.
 - (iv) A self declaration certificate by bidder to this effect that he/they desires to provide the Comprehensive Annual Maintenance Contract for Computers/Printers/Scanners, as per scope of work and have expertise in on-site maintenance and repair of desktop computers, laptops, notebooks, laser printers, scanners, peripherals and other hardware parts and accessories.
 - (v) Separate Bank Draft / Bankers Cheque for tender fee (if document is downloaded from website) and bid security.
 - (vi) Bidding document including tender notice, scope of work, instruction to bidders, general terms & conditions of the contract, declaration, certificate regarding work execution and Annexure A, B, C, & D, duly signed by the bidder (as token of their acceptance of the terms mentioned therein).
 - (vii) Copy of financial statement including trading, profit and loss account, and balance sheet as on 31.03.2018 duly certified by Chartered Accountant or self attested.
 - (viii) GST No. and GST Registration Certificate/Proof of application for GST No. (if exempted self declaration should be enclosed).
 - (ix) Self attested copy of PAN Card of the bidder.
 - (x) Declaration in enclosed format.
 - (xi) Any other document required to be submitted.

I/We agree to abide by all the conditions mentioned in the bidding document and agree to execute work within the stipulated time as per the bidding document.

Signature of bidder



Financial Bid

- I. Tender for Comprehensive Annual Maintenance Contract for Computers/Printers/Scanners
- II. Name and postal address of the person/firm/company submitting the tender.
- III. Addressed to: Addl. Director Mines (HQ), Directorate of Mines & Geology, Khanij Bhawan, Shastri Circle, Udaipur
- IV. Reference: Tender no.....
- V. The rate for the Comprehensive Annual Maintenance Contract for Computers/Printers/Scanners is as under:

S.No.	Items	Approx Qty.	Rate per unit inclusive of GST (in Rs.)	Total (in Rs.)
1	Desktop Computer			
	Acer Veriton, Core i3	80		
2	Printer			
	Ricoh SP 200 Printer	65		
	Brother bizhub 164 Multi-functional Printer	6		
	HP LaserJet 3050 / 1020 Printer	5		
	Konika Minolta MFC7860DW Multi-functional Printer	3		
3	Scanner			
	HP ScanJet 200	16		
Total				

Total value in words: _____

- VI. I/we have quoted above rates after carefully reading the bidding document which comprises of open tender notice, scope of work, instructions to bidders, general terms & conditions of the contract, declaration, Annexure A,B,C,D technical bid and financial bid.
- VII. The rates quoted above are valid for three months from the date of opening of financial bid. The period can be extended with mutual agreement.
- VIII. I/We agree to abide by all the conditions mentioned in bidding document.
- IX. Performance Security @5% of contract amount will be deposited as per condition of tender.

Signature of bidder

Handwritten signature

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.

Doc1



Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:
Place:

Signature of bidder
Name :
Designation:
Address: .



Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Mines Secretary.

The designation and address of the Second Appellate Authority is Finance Department.

(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)

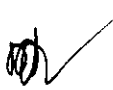
7. Prayer:

.....
.....
.....

Place

Date

Appellant's Signature



Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.



3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

