

# RAJASTHAN STATE JUDICIAL ACADEMY

C-7, Near JNVU Dispensary, Residency Road, Jodhpur - 342 003  
Phone : 0291-2654701 Fax : 0291-2654702  
Email : rsjadir-jod-rj@nic.in Website: rajasthanjudicialacademy.nic.in

NO./RSJA/STORE/2017/214

June 08, 2017

## BID NOTICE

Sealed bids are invited for the rate contract of maintenance of Garden and horticulture work in RSJA premises from the experienced service provider. Rates shall be valid for two year.

Approx. total yearly cost	Bid Security (Rs.)	Tender form fees (Rs.)	Period of sale and deposit of tender form	Date of opening
4.00 lacs	8,000.00	500/-	09.06.17 to 23.06.17 during office hours	24.06.17

UBN No. :- JAJ1718SSRC 00003

Detailed information regarding bids will also be available on this office Website- <http://rajasthanjudicialacademy.nic.in> and on SPPP Portal.

  
Nodal Officer

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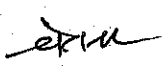
## BID FORM

1. Bid for Maintenance of Garden and Horticulture work in RSJA premises, Old Pali Road, Near Jhalamand Circle, Jodhpur
2. Name and postal address of the firm submitting bid :-  
.....  
.....
3. Address to  
.....  
.....
4. Reference .....
5. The bid fee amounting to Rs. 500/- has been deposited vide cash receipt no. .... dated .....
6. We agree to abide by all the conditions mentioned in Bid Notice No. RSJA/ STORE/ 2017/ ..... dated ...../06/2017 along with the further condition of the said Bid Notice given in the attached sheets (all the pages of which have been signed by us in token of our acceptance of the term mentioned therein)
7. The rates for the items have noted against each are as under:-

S.No.	Name of work	Area (in sq. ft.)	Rate per sq. mtr. (inclusive of all taxes)
1	Maintenance of Garden and Horticulture work in RSJA premises (with water provided by RSJA)		

**Attention: If RSJA will develop Garden after the maintenance agreement, it will be added in the contract.**

8. The rates quoted above are valid up to 90 days. The period can be extended for month or more with mutual agreement.
9. Bank Draft / Banker Cheque No. .... date ..... drawn on ..... (Name of Bankers) to cover earnest money is enclosed.
10. The Income Tax clearance Certificate, VAT & Service Tax registration and VAT & Service Tax Clearance Certificate are submitted herewith.
11. Authorized service centre certificate (if any) is also enclosed.



Signature of Bidder  
with seal

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**Note:** Bidder should read these conditions carefully and comply strictly while sending their bid.

## **TENDER CONDITIONS**

The Director, Rajasthan State Judicial Academy, Jodhpur hereinafter referred to as the "COMPETENT AUTHORITY" (CA) (which expression shall, wherever the context or meaning so requires or permits mean and include its successors, legal representatives and assigns) wishes to call for tenders from the approved contractors.

**Nature of work:** Maintenance of Garden and Horticulture work in RSJA premises, Old Pali Road, Near Jhalamand Circle, Jodhpur

1. 'Garden' means all the areas enclosed by four side fence. The compound of the hostel and all other surrounding areas also will come under the purview of RSJA garden. The area is approximately 1881.53 Sq. mtrs.

## **2. Maintenance**

### **2.1 Regular Maintenance :**

The Maintenance work includes the entire lawn, plants/trees/ shrubs/ground covering plants, on the fences etc. in and out of Administrative & Academic Building, Hostel & Guest House Block and total open area including the RSJA PREMISES wall. It includes maintenance of the existing as well as any other additions to the garden/lawn/plants etc. Apart from the above, the day to day maintenance work includes the following:

- 2.1.1 Lawn of the entire RSJA Campus including Hostel Courtyard;
- 2.1.2 All trees, shrubs, hedges, plants etc. of the entire RSJA campus;
- 2.1.3 Flower beds and fence tops;
- 2.1.4 Keeping plants alive and healthy;
- 2.1.5 Watering plants, shrubs, saplings, trees daily (except on rainy days) preferably in the morning & evening and not in the hot sun to avoid heavy transpiration;
- 2.1.6 Regular uprooting all kinds of weeds;
- 2.1.7 Removal of unwanted bushes from the campus;
- 2.1.8 Removing the dead leaves, cleaning the area including disposal of waste and dead leaves, twigs, garbage on day to day basis, making bunds to the plants wherever required, adding red soil and manure to the roots of the plants wherever necessary;
- 2.1.9 Keeping the lawn area, garden and the surroundings in a clean and neat condition;
- 2.1.10 replacing all the dead, diseased plants, vacant patches any where in the campus including the potted ones as when and where it occurs. Broken pots should be replaced with new ones by the Contractor.
- 2.1.11 Maintaining all plant hedges decently. Pruning and mowing should be done by keeping the foliage aesthetically at a reasonable size without making them bald with a motive to keep a longer gap for the next job.
- 2.1.12 Overgrowing trees from gardens spreading on to RSJA premises will have to be pruned periodically from above the fence level vertically up.
- 2.1.13 Names of the plants (Hindi, English & Botanical names) have to be written on pliable plastic / iron plates & tagged to the respective plants or erected on small poles on the soil to identify the plants.
- 2.1.14 Any gap on fences, hedges or elsewhere will have to be filled up with in a week.



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- 2.1.15 Performing all such other relevant maintenance services in accordance with all related Laws, CA's instructions including complying with all legal formalities required in engaging suitably qualified, experienced, competent gardeners as may reasonably be required for the performance of the services;
- 2.1.16 Providing adequate number of labours with 8 hours diligent work with one skilled horticulture nursery assistant having necessary experience and training.
- 2.1.17 The contractor shall take such steps that snakes/bandicoots etc. do not cause any menace in the garden, surroundings of RSJA premises.

## 2.2 Other (seasonal) Maintenance:

- 2.2.1 Pruning, cutting and dressing bushes and plants: pruning should be done at regular intervals, strictly ensuring no damage to the beauty & aesthetics of the hedges & plants on all sides;
- 2.2.2 Mow and prune the grass everywhere whenever required or at least once in a month by keeping it aesthetically decent
- 2.2.3 Planting of sufficient seasonal flower plants like marigold, dahlia, zinnia, sevanthi etc. in each of the three seasons in a year at the places as may be decided by CA.
- 2.2.4 Planting additional 50 trees every year as indented by CA.
- 2.2.5 Add 50 pots (Ghamla) 12 inch of clay / cement with plants once in a year as indented by the CA.
- 2.2.6 Burn the waste, dried leaves, mowed grass etc., once in a week only in the presence and at the direction of an authorized official of RSJA, at the designated place without affecting the live trees in any manner what so ever / without causing any damage / inconvenience to the institution or Public in the surroundings.
- 2.2.7 Apply Insecticides / Pesticides to control pests and cure the insect infections. Organic pesticides like Neem oil can be sprayed periodically to prevent & cure contamination.
- 2.2.8 Provide suitable and seasoned bio-manure / gobar / compost / fertile red soil to the plants as and when necessary or at least twice a year. Vermi-culture may be done in the garden to make the soil more fertile.
- 2.2.9 Erosion of soil on any part of the garden due to rain or for whatsoever reason will have to be filled up with good red soil and leveled.
- 2.2.10 The contractor shall thoroughly clean the dust and dirt, debris etc., and remove all the scaffoldings and other materials used for the works away from the site and keep the site free from all the above.
- 2.2.11 All garden tools will be brought and maintained by the contractor at his own cost without charging extra cost.

## 3. Workers related :

- 3.1 The workers should have experience of gardening / landscaping to perform their duties satisfactorily. They (i.e. gardeners/supervisors) should be skilled, trained, healthy and medically fit, alert, polite, courteous and able to perform their duties diligently. The said workers should be properly dressed and disciplined. Any discourteous behavior on their part may lead to termination of the contract.
- 3.2 In the course of their activities, the gardeners, workers shall not spoil the landscape garden, plants, trees, shrubs, potted plants etc. in any manner whatsoever. They shall not disturb / cause inconvenience to the officials, participants, campus residents, any third party or their property in any case.
- 3.3 The Contractor shall adhere to the provisions of applicable labour laws such as Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Employees State Insurance Act, Equal Remuneration Act, 1970 and rules made there under. The contractor has to ensure that the payment of minimum

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wages is made as per Rajasthan Government notifications.

- 3.4 The Contractor shall, at his own expense, arrange to take and maintain till the end of the contract period, in the name of Contractor, an Insurance Policy towards Workmen's Compensation from any subsidiary of General Insurance Corporation for any bodily injury and/or death etc. of the persons engaged for the maintenance work and deposit the said Insurance Policy with RSJA. On renewal of the contract the insurance policy is to be also renewed.
- 3.5 The Contractor, on the request of the CA, shall immediately dismiss from the work any of the Contractor's workers/ gardeners or any person/s engaged by them to carry out the above jobs, who, in the opinion of the CA, may be unsuitable or incompetent for the work entrusted. Further if any of the workers/ gardeners commits any misconduct, such person/s shall not be employed again by the Contractor without the permission of the CA. Suitable replacement to be made immediately.
- 3.6 The Contractor shall not engage any person having criminal record /conviction and shall bar any such person from participating directly or indirectly in rendering the services under this agreement.
- 3.7 The Contractor shall submit the photographs, names, addresses, phone numbers/contact numbers of the persons deployed to work in the garden.
- 3.8 Workers' register will have to be used at RSJA PREMISES for garden workers attendance.
- 3.9 There are snakes in and around campus and hence the contractor shall provide gum-boots and hand gloves to the workers / gardeners as a protective measure. The contractor shall also provide rain protective gears to the workers / gardeners during rainy season.
- 3.10 RSJA shall not accept any claim in the event of any worker / gardener sustaining any injury, damage or loss to either person or property either inside or outside RSJA premises. If any person engaged by contractor is injured or rendered partially / permanently disabled / indisposed due to any reason such as disease, accident, fire etc. during the working hours, it shall be the sole responsibility of the contractor to take care of them and to pay necessary compensation in respect of such personnel as per relevant labour laws including all medical expenses, legal expenses etc. and RSJA does not hold any responsibility in this regard whatsoever.

## 4. Penalties in case of violation of the contract

- 4.1 Contractor has to compensate RSJA, in case of any default or dereliction of duty on their part in any manner in adhering to the terms and conditions as agreed to, equivalent to amounts chargeable for getting the job done from outsiders at piece meal rates plus the office overheads for the time and energy of various officials and staff as may be decided by the CA.
- 4.2 Penalty up to Rs.500/- will be imposed for the following lapses:
  - 4.2.1 Non-watering/ partial watering of plants on any day.
  - 4.2.2 Unscrupulous cutting of trees/plants and allowing them die.
  - 4.2.3 Non-replacement of dead plants.
  - 4.2.4 Inadequate care of any plant leading to emaciation.
  - 4.2.5 Garbage disposal without conforming to RSJA stipulations as above
  - 4.2.6 Not following the instructions given by the C A.
- 4.3 In case the services are not found satisfactory, the CA shall be at liberty to withhold any payment/s that may be due to the Contractor till the time such services are rendered to the satisfaction of the CA.
- 4.4 The Contractor shall keep the Corporation indemnified fully and without limit

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against all costs, claims, damages, expenses, fines, losses, liabilities and penalties including attorney's cost, expenses accruing, incurred or suffered by the RSJA directly or indirectly arising on account of:

- 4.4.1 Failure by the Contractor to perform any of the obligations under this contract, in accordance with the provisions of this contract;
  - 4.4.2 Any claim from any statutory authority or workers of the Contractor with respect to their terms of services, arising in relation to non-compliance by the Contractor with any matter set out here in;
  - 4.4.3 Any act of commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this contract by the Contractors / workers;
  - 4.4.4 any offence mentioned in the Indian Penal Code 1860 including theft, robbery, extortion, misappropriation and the like (and its subsequent amendments including ones taking effect even after the effective date), or accident in relation to any assets or properties or documents or instruments of the Contractors which are, or are deemed to be, in custody of the Contractors;
  - 4.4.5 Any adverse claim/s of whatsoever nature made on the Corporation; and
  - 4.4.6 Any act of the contractors' workers in any manner whatsoever
- 4.5 In case of failure in executing any of the Rate Schedule items and also in case of defective, untimely, delayed execution, the RSJA is authorized to assess them in pecuniary terms and deduct such amount from the proceeds payable to the contractor as is deemed fit by the CA.

## 5. Other conditions:

- 5.1 The rates quoted by the contractor shall include for all the works specified above unless otherwise stated separately.
- 5.2 No advance for purchase of any item for maintenance of the above work shall be payable to the contractor.
- 5.3 The tender shall be valid for acceptance for a period of 3 (three) months from the last date of receipt of tender including extended dates, if any, for the receipt of tender.
- 5.4 The tenderers are advised to inspect the site where maintenance of garden and horticulture work is to be carried out, before quoting their rates in submission of tender.
- 5.5 The Contract will be for an initial period of TWO years from the date of work order, which can be extended by three months, on approved rates, terms and conditions.
- 5.6 The rates quoted shall be firm through out the currency of contract and will not be subject to any fluctuations due to variation in cost of materials, labor and other inputs, if any. No price escalation for labor and materials or any other function related to maintenance shall be allowed under any circumstances.
- 5.7 The Bill should be submitted on the expiry of every month. The Bill will be settled within a period of 07 days from the date of submission of all requirements by the contractor, after satisfactory compliance of all the maintenance works in all respects.
- 5.8 The final bill will be settled within 30 days from the date of submission of final bill along with all other requirements by the contractor in all respects.
- 5.9 Contractor shall note, Tax deduction at source will be made from bills while making payments.
- 5.10 All the tools for gardening including pesticide and fertilizers will be supplied by the Contractor at his own cost without charging any extra amount.
- 5.11 The Contractor shall not exercise any lien on any of the assets, properties, documents, instruments or material belonging to the RSJA but in the custody of the Contractor, for any amount due or claimed to be due by the Contractor



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from the Institution.

- 5.12 The Contractor shall regularly provide updates to the CA with respect to the services provided and shall meet the officials designated by the CA to discuss and review his performance at least once in a fortnight or such intervals as may be decided by the CA.
- 5.13 The Contractor shall not assign or subcontract any of its responsibilities contained in this contract to any agent, sub-agent or subcontractor.
- 5.14 In case of any dispute relating to this contract as above, the decision of the CA shall be final and binding on the contractor.
- 5.15 Any dispute arising out of or relating to this Agreement shall be deemed to have arisen in Jodhpur and be subject to adjudication of a Competent Court in Jodhpur.
- 5.16 The CA, i.e., the Director, RSJA, Jodhpur reserves the right to reject or accept any tender without assigning any reason whatsoever. If rates quoted by all tenderers widely vary from the internal estimate, the CA reserves the right to reject all the tenders and call for fresh tenders without assigning any reason whatsoever.
- 5.18 The contractor shall execute an agreement of the terms and conditions on stamp paper of appropriate value with RSJA.
- 5.19 The contract can be terminated by either party by giving one month notice. The CA reserves the right to terminate the contract by giving one month notice. If the Service provider desires to terminate the contract, he shall give prior notice of at least sixty days, failing which security deposit is liable for forfeiture

## Other Terms and conditions regarding technical and financial bid :-

1. Bid must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
2. **VAT / Service Tax Registration and Clearance Certificate:** No Dealer who is not registered under the VAT Act prevalent in the State where his business is located shall bid. The VAT Registration Number should be quoted and a VAT clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the bid is liable to rejection.
3. **Income Tax Clearance Certificate :** Bidder will have to submit an Income Tax Clearance Certificate from the Income Tax Officer of the circle concerned along with the bid.
4. Bid forms shall be filled in ink or typed. No bid filled in pencil shall be considered. The bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms and conditions of the bid.
5. Rate shall be written both in words and figures. There should not be errors and/or over-writings, corrections otherwise there bid may not be considered. The rates should mention element of the VAT and Central Sales Tax separately.
6. All rates quoted are for services mentioned earlier, and if bidder required any accessories for that purpose the service provider are advised to make available the same at RSJA campus and the cost of same will be born by the bidder and no cartage or transportation charges will be paid by the RSJA.
7. **Price Preference:** Price preference will be given to the experienced firms. The bidder should attach the experience certificate or work order of maintaining similar type of garden/s of any prominent institution / hotel / companies for last three years.
8. **Validity:** Bids shall be valid for a period of 90 days from the date of opening of Bid.
9. The approved contractor shall be deemed to have carefully examined the conditions etc., of the services for which AMC is executed. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, and get clarifications from the concerned office.

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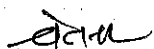
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10. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
11. The schedule of Payments shall be as follows:  
The approved bidder will submit monthly bill (in triplicate) duly verified from the authorized person.
12. **Bid Security :**
  - (a) Bid shall be accompanied by a Bid Security as mentioned in the bid notice, without which bids will not be considered. The amount should be deposited in the name of **Director, Rajasthan State Judicial Academy, Jodhpur**
  - (i) Cash through treasury challan deposited under head "8443-Civil Deposits - 103 -Performance Security".
  - (ii) Bank Drafts/Bankers Cheque of the scheduled Bank.
  - (b) **Refund of Bid Security:** The bid security of unsuccessful bidder shall be refunded soon after final acceptance of bid.
  - (c) **Partial exemption from Bid Security:** Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of bid security in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer from the Director of Industries, Rajasthan, at the rate of 1/2% of the estimated value of the bid shown in NIT.]
  - (d) The Central Government and Government of Rajasthan Undertakings need not furnish any amount of bid security.
  - (e) The Bid Security lying with the department / office in respect of other bids awaiting approval or rejected or on account of contracts being completed will not be adjusted towards bid security/security money for the fresh bids. The bid security may however, be taken into consideration in case bids are re-invited.
13. **Forfeiture of Bid Security:** The bid security will be forfeited in the following cases:
  - (i) When bidder withdraws or modified the offer after opening of bid but before acceptance of bid.
  - (ii) When bidder does not execute the agreement if any, prescribed within the specified time.
  - (iii) When the bidder does not deposit the security money after the supply order is given.
  - (iv) When he fails to commence the services as per contract within the time prescribed.
14. **Agreement and performance Security:**
  - (i) Successful bidder will have to execute an agreement within a period of 7 days of receipt of order and deposit security equal to 10% of the value of the agreement for which bids are accepted within 15 days from the date of dispatch on which the acceptance of the bid is communicated to him.
  - (ii) The Bid Security deposited at the time of bid will be adjusted towards security amount. The Security amount shall in no case is less than earnest money.
  - (iii) No interest will be paid by the department on the security money.
  - (iv) The forms of security money shall be as below :-
    - (a) Cash/Bank Draft/Bankers Cheque/Receipt copy of challan
    - (b) Bank Guarantee or FDR of a scheduled bank
    - (c) Post office Savings Bank Pass Book duly pledged.





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- (d) National Savings Certificate, or any other script/instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.
- (v) The security money shall be refunded within one month after expiry of the period of the contract on satisfactory completion of the same or after the expiry of the period of services if any, whichever is later and after satisfaction there are no dues outstanding against the bidder.
- (2) (i) Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration and prescribed in original form the Director of Industries or a Photostat copy of a copy thereof duly attested by any Gazetted Officer, will be partially exempted from bid security and shall pay security deposit at the rate of 1% of the estimated value of bid.
- (ii) Central Government and Government of Rajasthan Undertakings will be exempted from furnishing security amount.
- (3) **Forfeiture of performance Security :** Security amount in full or part may be forfeited in the following cases :-
- (a) When any terms and conditions of the contract are breached.
- (b) When the bidder fails to make complete supply satisfactorily.
- (c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Procuring Entity in this regard shall be final.
- (4) The expenses of completing and stamping the agreement shall be paid by the bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement.
- (2) Fraction of a day in reckoning period of delay in services shall be eliminated if it is less than half a day.
15. The Procurement committee reserves the right to accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the services / articles for which bidder has been given or distribute items of stores / services to more than one firm/supplier.
16. The bidder shall furnish the following documents at the time of execution of agreement:-
- (i) Attested copy of Partnership Deed in case of Partnership Firms.
- (ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
- (iii) Address of residence and office, telephone numbers in case of sole Proprietorship.
- (iv) Registration issued by Registrar of Companies in case of Company.
17. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
18. All legal proceedings, if necessary arise to institute may by any of the parties (Government or Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.
19. All papers/ pages of bid conditions must be signed by the bidders.
20. (i) Any Change in the constitution of the firm, etc., shall be notified forth with by the supplier in writing to the procuring entity and such change shall

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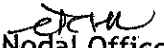
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not relieve any former member of the firm, etc., from any liability under the contract.

(ii) No new partner / partners shall be accepted in the firm by the supplier in respect of the rate contract unless he/they agree to abide by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The supplier receipt for acknowledgment or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the contract.

21. The bidders shall have a local service office at Jodhpur. Address and details of contact person to be attached.
22. The other terms and conditions will govern as per RTPP Act 2013 and GA&FR Rules.

  
Nodal Officer

We accept the above terms and condition

Signature with seal

Date :-

Place :-

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## Annexure-1

### 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.

A bidder may be considered to be in Conflict of interest with one or more parties in an 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.

Date:  
Place :

Signature of Bidder  
Name:  
Designation:  
Address:

# RAJASTHAN STATE JUDICIAL ACADEMY

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## Annexure-2

### Declaration by The Bidder regarding Qualification

#### Declaration by the Bidder

In relation to my/our Bid submitted to ..... for procurement of ..... in response to their Notice Inviting Bid 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 Bidding Document, which materially affects fair competition;

Date:  
Place :

Signature of Bidder  
Name:  
Designation:  
Address:

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## Annexure-3

### Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority

#### (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 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 endeavor 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 of the Procuring Entity is aggrieved by the order passed by the Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be.
- (4) **Appeal not to lien in certain cases**  
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-  
(a) Determination of need of procurement;  
(b) Provisions limiting participation of Bidders in the Bid process;  
(c) The decision of whether or not to enter into negotiations;  
(d) Cancellation of a procurement process;  
(e) Applicability of the provisions of confidentiality
- (5) **Form of Appeal**  
(a) An appeal under para(1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.  
(b) Every appeal shall be accompanied by an order appealed against, if any. Affidavit verifying the facts stated in the appeal and proof of payment of fee.  
(c) Every appeal may be presented to Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- (6) **Fee for Filing Appeal**  
(a) Fee for filing appeal shall be rupees two thousand five hundred, which shall be non-refundable.  
(b) The fee shall be paid in the form of bank demand draft of banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

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## (7) Procedure for disposal of appeal

- (a) The 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 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 there of relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies there of 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.

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## Annexure-4

### Additional Conditions of Contract

#### 1. Correction of arithmetic errors. -

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

- (a) 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;
- (b) 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
- (c) 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 (a) and (b) 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. -

- (a) At the time of award of contract, the quantity of Goods, works or service 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.
- (b) 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.
- (c) 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 suppliers 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.

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3. **Dividing quantities among more than one bidder at the time of award.-**

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, then in such cases, the quantity may be divided between the Bidders, 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.