

राजस्थान मेडिकल सर्विसेज कॉरपोरेशन लिमिटेड

(राज्य सरकार का उपक्रम)

गांधी ब्लॉक, स्वास्थ्य भवन, तिलक मार्ग, सी-स्कीम, जयपुर

फोन नः 0141-2228066, फैक्स नः 0141-2228065

ई-मेल : edf-rmsc-rj@nic.in

CIN: U24232RJ2011SGC035067

Website: www.rmsc.health.rajasthan.gov.in


क्रमांक: एफ6()/RMSCL/लॉजिस्टिक/2021-22/472

दिनांक : 1/10/2021

ई-बिड सूचना

राजस्थान मेडिकल सर्विसेज कॉरपोरेशन लिमिटेड (RMSCL) औषधियाँ, सर्जिकल्स, सूचर्स एवं कोविड-19 सामग्री के भण्डारण हेतु निगम मुख्यालय जयपुर शहर से 20 किलोमीटर की परिधि के आस-पास के क्षेत्र में एक वर्ष के लिए किराये पर गोदाम की आवश्यकता है।

उक्त शहर में इच्छुक गोदाम मालिकों से ऑनलाइन बिड आमंत्रित की जाती है। इच्छुक बोलीदाता अपनी बिड <https://eproc.rajasthan.gov.in> पर ऑनलाइन प्रस्तुत कर सकते हैं। बिड के सम्बन्ध में विस्तृत विवरण एवं बिड प्रारूप RMSCL की वेबसाइट www.rmsc.health.rajasthan.gov.in तथा <http://sppp.rajasthan.gov.in> से डाउनलोड किया जा सकता है।


कार्यकारी निदेशक (लॉ.),
आरएमएससीएल

RAJASTHAN MEDICAL SERVICES CORPORATION LIMITED

(A Government of Rajasthan Undertaking)

Gandhi Block, Swasthya Bhavan, Tilak Marg, C-Scheme, JAIPUR.

Tel: 0141-2744233 Fax: 0141-2744237, web- www.rmhc.health.rajasthan.gov.in, email- edf-rmhc-rj@nic.in

CIN: U24232RJ2011SGC035067

NIB No. :

Dated : 2021

BID Invitation for hiring of Depot Godown for RMSCL on lease at Jaipur Headquarter (Two Bid System)

| | | |
|---|---|--|
| 1 | Bid Security Declaration | As per Finance Deptt. Circular dated 23.12.2020 Bidder will have to submit the bid security declaration in the format provided on a stamp paper Rs. 100/- and surcharge 30% on stamp paper and along with bid documents. |
| 2 | Cost of the Bid Document | D.D. of Rs. 1180/- Each Including GST (Non Refundable) in favor of RMSCL payable at Jaipur.) |
| 3 | RMSCL e-Tender Processing Fee (RISL Fee) | D.D. of Rs. 1180/- Each Including GST (Non Refundable) in favor of MD RMSCL payable at Jaipur.) |
| 4 | Date of Publishing of Bid | 01.10.2021 |
| 5 | Last date for downloading the Bid | 07.10.2021 up to 03.00 PM |
| 6 | Last date of submission of online bids | 07.10.2021 up to 06.00 PM |
| 7 | Last date of submission of original Demand Draft (against cost of bid documents & e-tender processing fee) & form of Bid-Security Declaration (on Rs. 100 non judicial stamp duly notarized). | 08.10.2021 up to 12.30 PM |
| 8 | Date of Opening of Technical Bids | 08.10.2021 at 02.00 PM |

INDEX

| S.No. | Details of Tender Documents | Page No. |
|-------|-----------------------------------|----------|
| 1 | NIB Notice | 3 |
| 2 | Instruction for Submission of BID | 4-8 |
| 3 | Check list | 9 |
| 4 | Technical Bid | 10-12 |
| 5 | Appendix – A | 13 |
| 6 | Appendix – B | 14 |
| 7 | Appendix – C | 15 |
| 8 | Appendix – D | 16 |
| 9 | Appendix – E | 17-18 |
| 10 | Appendix – F | 19 |
| 11 | Appendix – G | 20 |
| 12 | Appendix – H | 21 |

Kalyan
Executive Director

RAJASTHAN MEDICAL SERVICES CORPORATION LIMITED

(A Government of Rajasthan Undertaking)

Gandhi Block, Swasthya Bhavan, Tilak Marg, C-Scheme, JAIPUR.

Tel: 0141-2744233 Fax: 0141-2744237, web- www.rmssc.health.rajasthan.gov.in, email- edf-rmssc-rj@nic.in

CIN: U24232RJ2011SGC035067

Notice Inviting Bids

Online bids are invited for taking Depot godown for RMSCL on lease rent at Jaipur headquarter as mentioned below for a period of 1 Years. (One Year)

| S. No. | Depot for RMSCL | Minimum Carpet Area Required For Storage (Sq. Feet) | Estimated Annual Rent (Rs. in lac) | Bid Security | Bid Document Fee (Rs.) |
|--------|-----------------|---|------------------------------------|-----------------------------------|------------------------|
| 1 | Jaipur | 10000 | 16.00 | Bid Security Declaration Required | 1180 With GST |

Bidding Process :-

Bid Submission

The bidders who are interested in bidding can download bid documents from <http://eproc.rajasthan.gov.in>. The bid document can be seen on www.rmssc.health.rajasthan.gov.in and <http://sppp.rajasthan.gov.in> also.

Bids are to be submitted online in electronic format on website <http://eproc.rajasthan.gov.in>.

Bidders who wish to participate in this bid will have to register on <http://eproc.rajasthan.gov.in> (bidders registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 need to register again) to participate in online bid.

Bidders will have to procure Digital Signature Certificate (Type II or Type III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, Safe crypt, Ncode etc. or they may contact e-Procurement Cell, Department of IT&C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.

The Bidding comprises of two part system. The **Technical Bid** and the **Financial Bid**. Manually bid not to be accepted.

Bidder shall submit their offer on-line in Electronic formats both technical and financial proposal. **Demand Drafts for Bid Document Fee, e- bid Processing Fee; and Bid Security Declaration in original shall be submitted manually in the office of the Tendering Authority within the prescribed time. However, the scanned copies of Demand Draft and Bid Security Declaration shall be uploaded along with the online bid.**

If, Bid Fee, RMSCL e-bid processing Fee and Bid Security Declaration are not submitted within the prescribed time, then the bid shall be rejected.

Before electronically submitting the bids, it should be ensured that all the bid papers including conditions of the contract are digitally signed by the bidder.

Training for the bidders on the usage of e- bidding System is also being arranged by RMSCL on regular basis. Bidders interested for training may contact e-Procurement Cell, RMSCL on booking the training slot. Any query regarding this can be clarified from Senior Manager (F) 0141- 2228062.

Bidders are also advised to refer "Bidders Manual" available under "Downloads" section for further details about e- bidding process.

RAJASTHAN MEDICAL SERVICES CORPORATION LIMITED

(A Government of Rajasthan Undertaking)

Gandhi Block, Swasthya Bhavan, Tilak Marg, C-Scheme, JAIPUR.

Tel: 0141-2744233 Fax: 0141-2744237, web- www.rmssc.health.rajasthan.gov.in, email- edf-rmssc-rj@nic.in

CIN: U24232RJ2011SGC035067

BID DOCUMENT FOR HIRING OF Depot Godown for RMSCL ON LEASE RENT FOR One YEAR

Terms and conditions for Hiring of Godown on lease rent basis for One Year to store of Medicine, Surgical, Suture & Covid items.

1. INTRODUCTION

RMSCL are a Government of Rajasthan's public sector undertaking, dealing with procurement of medicine, surgical, & sutures in Rajasthan State through its depots located across the State. RMSCL intends to hire Godown on lease rent basis for a period of One Year. Approximate required area at place is mentioned at Bid notice in Bid document.

E-Bid under two bid system (Technical Bid and Financial Bid) are invited from godown owners for storing medicine, surgical, sutures & Covid items. The Bid Document can be download from the RMSCL site www.rmssc.health.rajasthan.gov.in and <http://sppp.rajasthan.gov.in> and a DD of Rs. 1180/- should be enclosed with the submission of bid offer. Processing Fee Rs. 1180/- should be remitted through Bank Cheque/DD payable in favour of MD RMSCL payable at Jaipur. Only those godown owners, who own a godown either in their own name or in Company's name or in the name of Partner firm, can quote their rates. Important dates regarding bid process are as follows :-

| S.No. | Item | Date | Time |
|-------|-------------------------------------|---|------------|
| 1 | Bid document can be submitted up to | 07.10.2021 | 06.00 P.M. |
| 2 | Opening of Technical Bid | 08.10.2021 | 02.00 P.M. |
| 3 | Opening of Financial Bid | Shall be intimated separately by email, phone or letter | |

Bids received after the due date and time due to any reason what so ever will not be considered. The technical bids will be opened on **08.10.2021 at 02.00 PM** in the presence of bidders. Financial bid shall be opened only for those bidders whose technical bids are found as per requirement of RMSCL Headquarter Swastya Bhawan Jaipur. RMSCL reserves rights to cancel any or all Bids without assigning any reason whatsoever.

2. ESSENTIAL ELIGIBILITY CONDITIONS FOR PARTICIPATION

- (i) The godown owners who owns godown in their personal capacity or in company's name or partnership firm can apply. Godown on sublease basis will not be allowed. The documentary evidence for the ownership of the godown should be enclosed along with the technical bid.
- (ii) Only those offers will be considered for opening of financial bids whose carpet area is ready to shift, with no area of leakage/seepage & roof should necessarily be leakage proof to prevent rain water from entering storage area.
- (iii) The proposed premises should have genuine connectivity for the supplies of electricity, water and telephone/Internet.

K. K. Das

- (iv) The godown should have sufficient office space, guard room, toilets & bath room and the carpet area for storage as mentioned in bid document. In case the available constructed area is less from the desired area then, the Godown owner shall furnish an undertaking that he will provide the said constructed facilities, within 1 months from the date of issue of the work order.
- (v) The godown should have adequate parking space for trucks coming in for delivery of goods or for receipt of goods in the godown premises. **The rent shall be paid for the carpet area of covered Godown, office, facilities and guard room. No payment will be paid for parking area/ open space.**
- (vi) There should be separate gate for godown for entrance in godown. No person other than the RMSCL shall be allowed to use this gate.
- (vii) Approach road to the godown should be at least 40 to 60 Feet wide which should be directly connected to main approach Road.
- (viii) Preference would be given to sites located near national/state highways.
- (ix) Godown plinth should be preferably 4 feet high from adjoining road.
- (x) Height of godown should be approximately 25 feet in the centre from floor level.
- (xi) Essential requirements in the premises are:-
- (A) Construction of boundary wall must be of at least six feet height for security purpose.
- (B) Fully constructed floor of Cement Concrete /Kota stone.
- (C) Proper parking space for trucks unloading/loading and movement.
- (D) Rain water harvesting structure constructed.
- (E) Proper lighting arrangements for godown & parking premises.
- (F) Complete maintained.
- (xii) Successful bidder will have to provide a site plan/map to RMSCL for approval.

3. Bid Security/ PROCESSING FEE

Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021 in lieu of bid security a Bid Security Declaration.

D.D/pay order drawn in favour of RMSCL, payable at Jaipur as per Bid notice for each depot should be attached and e-bid processing fee Rs. 1180/- in favour of MD, RMSCL along with Technical Bid of the Bid documents.

May be deposited as following manners :-

Banker Cheque / DD in favour of MD RMSCL Jaipur.

Online payment PNB A/c No. 2246002100024414 , RTGS No. PUNB0224600

BIDs received without (1) Bid document fee (2) e-processing fee (3) Bid security or Declaration shall be summarily rejected.

4. MODE OF DESPATCH OF BIDS TO RMSCL

Bids are to be submitted online in electronic format on website <http://eproc.rajasthan.gov.in>.

Bidder shall submit their offer on-line in Electronic formats both technical and financial proposal. However, DD for bid document fee, e- bid processing fee & bid security declaration on Rs.100/- non judicial stamp duly notarized should be submitted manually in the office of the bidding Authority before date and time of opening of the Technical Bid and scanned copy of DD of bid document fee, e-processing fee & bid security declaration should also be uploaded along with the online bid.

Before electronically submitting the bids, it should be ensured that all the bid papers including conditions of the contract are digitally signed by the bidder.

5. OPENING OF BIDS

The Procuring entity will open the Technical Bids received online in the presence of bidder's representatives on **08.10.2021 at 02.00 PM** in the office, **RAJASTHAN MEDICAL SERVICES CORPORATION LIMITED, 1st Floor, D-Block, Jaipur.**

The Procuring entity will preliminary examine the opened technical bids to determine whether the bid is complete, the documents have been properly signed, the required, Tender Fee & e-Tender Processing Fee are deposited and technical bid is filled correctly.

Technical Bids would be reviewed for determining the eligibility of the bidder for the project as per Eligibility Criteria mentioned.

Bids not meeting the Eligibility Criteria would be considered as **Technically Disqualified.**

Bids in which Technical Bid is found without Bid security declaration, Bid Fee & RMSCL e- bid Processing Fee should be rejected summarily. Therefore, such bids should not be technically evaluated. Such financial bid also should not be opened.

Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by the Procuring entity and not included for further consideration.

Financial bids of such Technically Disqualified bids would not be opened.

6 EVALUATION OF FINANCIAL BID

The financial bids of the Technically Qualified Bidders only would be opened.

Date of opening of financial bids will be intimated separately to technically qualified bidders only.

Rates received through Financial Bids would be compared on grand total value mentioned in the financial bid. It shall include all duties/taxes except GST.

7. Performance Security Deposit (PSD)

Performance Security Deposit is to be deposited at the rate of 2.5% annual rent of concerned godown by successful Bidder. PSD would be refunded after the completion of 06 month of agreement.

8. AGREEMENT

The successful bidder will execute an agreement in the prescribed format within 07 days from the date of acceptance of bid on non judicial stamp having appropriate denomination. Prescribed format for lease agreement. The expenses incurred against the execution of lease agreement shall be borne by the successful bidder. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of RMSCL, including the right to recover any consequential losses from the successful Bidder. All terms and conditions of Bid document shall be part and parcel of the agreement.

9. RESPONSIBILITIES

The RMSCL shall permit godown owners or its staff or his representative to inspect the premises periodically without any hindrances or inconvenience to the occupants, and to execute sundry repairs with RMSCL concurrence, provided such inspection shall be done only after obtaining prior permission and upon intimation made in writing to the RMSCL for the said premises, well in advance of such inspection. The godown owner shall do the repair works prior to and over to ensure the basic amenities as per requirement of RMSCL Without any hindrance whatsoever from the godown owner or person or, persons claiming under him and without any liability for damage resulting from reasonable

wear and tear, accidental fire, National Disaster. The RMSCL shall not make any major structural alterations of the said premises/building for the convenient enjoyment of the building/premises having regard of the purpose of the lease. The godown owner shall pay service tax, all taxes & duties and dues (if any) in respect of the said premises and the RMSCL shall pay the electricity and water charges only.

Initially the lease will be for One Year which can be extended further by mutual agreement. All terms and conditions of this Bid shall remain unchanged. RMSCL shall be specifically permitted to carry out necessary modifications to the said premises for the purpose of its use after giving information to the godown owner of the same.

10. RIGHT OF ACCEPTANCE AND REJECTION OF BID

RMSCL reserves the right to reject this Bid without assigning any reason thereof or to reject or accept any or all the Bid without assigning any reason whatsoever, which shall be final and binding. RMSCL reserves the right to take one or more than one godown on rent for storage purposes in near by areas. The final acceptance of the Bid is entirely vested with RMSCL. There is no obligation on the part of RMSCL to communicate with rejected Bidder. After acceptance of the Bid by RMSCL the Bidder shall have no right to withdraw his Bid or claim higher rate, till the completion of the contract period. Bids with incomplete information will be summarily rejected. The Executive Director (Logistics), RMSCL reserves:-

- (i) The right to reject any or all Bids without assigning any reason thereof.
- (ii) To negotiate with the Bidder before entering into agreement.

11. VALIDITY OF OFFER

The offer/Rate shall be valid as per Rajasthan Transparency in Public Procurement Act, 2012 & The Rajasthan Transparency in Public procurement Rules, 2013.

12. QUOTATION OF RATES & PAYMENT TERMS

The rates to be quoted in a unit of, rupees per square feet of the carpet area. The rent shall be payable on monthly basis. The statutory deduction as per prevailing rates will be deducted from monthly payment. Due certificate for above statutory deductions will be issued by RMSCL. All taxes such as house tax, municipal taxes, estate tax & G.S.T. etc. prevailing as on date or arising during currency of contract shall be borne by godown owners. No Payment will be paid for parking area/open space.

13. LEGAL DISPUTE

In respect of all the Bid conditions, the decision of the Procuring Entity, Executive Director (Logistics), RMSCL shall be final and binding. The legal jurisdiction of all legal disputes shall be Jaipur. In case of any dispute arising in contract the matter will be referred to sole arbitrator appointed by Executive Director (Logistics), RMSCL, Jaipur whose decision shall be final and binding on both the parties.

14. TERMINATION OF LEASE AGREEMENT

If RMSCL desires to terminate the lease before the expiry of the said lease period. It shall have to give three month's prior notice in writing of such intention to the godown owner and after that date, this lease shall become void. The godown owner on the written request of RMSCL, shall within one month before the expiry of this lease deed grant the godown lease for a further period on the same terms and conditions as contained in the lease deed or the conditions/terms mutually agreed thereupon.

If, the godown owner desires to terminate the lease before the expiry of the lease period, he shall have to give three months prior notice in writing of such intention to RMSCL.

7 *Kalyan*

15. QUERRIES REGARDING BID

Any query regarding Bid and other terms and conditions can be clarified from Senior Manager (Finance), RMSCL, Jaipur on phone no. 0141-2228062 on working days or in writing.

16. INSPECTION REPORT FROM A TEAM OF RMSCL.

The finalization of godown shall be based on the report submitted by a committee duly authorized by RMSCL for this purpose.

17. PETTY REPAIRS AT DEPOTS (Petty repair i.e. 15000/- at a time maximum)

The godown owner shall have to carry out the petty repairs, ground earthing for computers and minor changes like new shutters / repair of doors / shutters / ventilations / guard room / increase in number of facilities etc. in depots as desired by RMSCL on as and when basis. If owner does not repair the defects with in a period of 7 days, there after RMSCL shall repair it on its own and the expenditure will be deducted from the due payment of the godown owner.

18. ELECTRICITY AND WATER CONNECTION

The initial installation /connection for electricity and water shall be taken by the godown owner. Separate Electric/Water Connection will be provided by the godown owner without delay. The bills due for the period after the date of taking over of possession shall be borne by RMSCL. The cost of sub-meter, if any, shall also be borne by godown owner. Any statutory levies by the State or Central Government shall be recovered from the successful godown owner's rent.

19. EXTENSION OF LEASE PERIOD:-

The initial lease will be for 1 year; however the lease period can further be extended by mutual consent. A uniform increase of 5% per year in rent from the date of occupation will be allowed to Godown owner on the basis of provisions of Rajasthan Rent Control Act, 2010.

20. ACCEPTANCE OF BID CONDITIONS

The Bidder while sending the Bid should enclose a copy of the conditions number 1 to 19 stipulated above duly signed by them in token of accepting the above Bid conditions that they have understood and accepted these conditions fully. Bid received without signature as acceptance of the conditions, may be rejected.

I / we, _____ have gone through the terms and conditions and will abide by them as laid down above.

Signature of the Bidder with seal

RAJASTHAN MEDICAL SERVICES CORPORATION LIMITED

(A Government of Rajasthan Undertaking)

Gandhi Block, Swasthya Bhavan, Tilak Marg, C-Scheme, JAIPUR.

Tel: 0141-2744233 Fax: 0141-2744237, web- www.rmssc.health.rajasthan.gov.in, email- edf-rmssc-rj@nic.in

CIN: U24232RJ2011SGC035067

TECHNICAL BID - CHECK LIST

| Technical Bid | | |
|---------------|---|-------------------|
| S.No | Particular | Enclosed (Yes/No) |
| 1 | Attested copy of PAN No. | |
| 2 | Copy of Bid Document Fee D.D./Banker Cheque/Online Rs. 1180/- | |
| 3 | Copy of Bid Security Declaration (On Rs. 100/- Non Judicial Stamp duly notarized) | |
| 4 | Copy of e-Bid Processing Fee D.D./Banker Cheque/Online Rs.1180/- | |
| 5 | Attested Copy of ownership documents | |
| 6 | Affidavit regarding compliance of Terms & Condition of Bid (Appendix 'A') | |
| 7 | Evidence of the authority of the person signing this proposal to bind Bidder to the proposal and to any contract resulting there from.(Appendix 'B') | |
| 8 | Declaration by the bidder regarding Qualification (Appendix 'C') | |
| 9 | Technical Bid | |
| 10 | Financial Bid | |

SIGNATURE OF BIDDER

9

Kalyan

RMSCL को एक वर्ष के लिए गोदाम किराये पर देने के लिए निविदा

तकनीकी बिड (TECHNICAL BID)

प्रस्तावित डिपो का लोकेशन.....शहर.....

| क्र.स. | आईटम | बोलीदाता द्वारा भरा जाना है |
|---|--|--|
| अ - बोलीदाता तथा गोदाम के सम्बन्ध में साधारण जानकारी | | |
| 1 | गोदाम मालिक का नाम, पत्राचार का पूरा पता तथा बेसिक फोन/मोबाईल फोन/ फैक्स नम्बर | |
| 2. | मालिकाना हक के प्रमाणित दस्तावेज एवं साइट प्लान तथा गोदाम नक्शा संलग्न करें। (अगर गोदाम निर्मित नहीं है तो भूखण्ड पर प्रस्तावित निर्माण नक्शा संलग्न करें) | |
| 3. | क्या बोलीदाता राजकीय उपक्रम/पी.एस.यू./ पब्लिक लिमिटेड कम्पनी/प्राइवेट लिमिटेड कम्पनी/ पार्टनरशिप फर्म /अन्य..... है। कृपया उल्लेख करें। | |
| 4. | बोलीदाता का PAN (PAN CARD की प्रति संलग्न करें) | |
| 5. | क्या प्रस्तावित गोदाम/गोदाम हेतु प्रस्तावित भूमि रहन है या नहीं ? | |
| ब - गोदाम के सम्बन्ध में भौतिक जानकारी | | |
| 5 | गोदाम परिसर का पूर्ण पता | |
| 6 | प्लॉट की साईज | लम्बाई X चौड़ाई..... कुल वर्ग फुट |
| 7 | (अ) कार्पेट एरिया की साईज जहां भंडारण करना है, (ब) शेड्स की संख्या (स) गोदाम में गेटों की संख्या | लम्बाई X चौड़ाई..... कुल वर्ग फुट |
| 8 | भण्डारण एरिया के अतिरिक्त अन्य कार्पेट एरिया जो आर.एम.एस .सी.एल. के उपयोग में आयेगा | |
| | I. कार्यालय भवन | लम्बाई X चौड़ाई..... कुल वर्ग फुट |
| | II. टॉयलेट, बाथरूम | लम्बाई X चौड़ाई..... कुल वर्ग फुट |
| | III. गार्ड रूम | लम्बाई X चौड़ाई..... कुल वर्ग फुट |

| | | |
|-------------------------------|---|---|
| 9. | कुल कार्पेट एरिया (बिन्दु सं. 7+8) | कुल वर्ग फुट |
| 10. | गोदाम की बाउन्डरी के अन्दर खुला पार्किंग एरिया | फुट गुणा फुट, कुल वर्ग फुट |
| 11. | गोदाम की बाउन्डरी के बाहर रोड़ की चौड़ाई (न्यूनतम 40-60 फीट) | चौड़ाई वर्ग फुट में |
| 12. | क्या गोदाम में प्रवेश का रास्ता मुख्य सडक से है ? हां / ना | |
| 13. | क्या गोदाम म्यूनिसिपल सीमा में है ? | हां / ना |
| स - विद्युत की सुविधा | | |
| 14. | समस्त कार्पेट एरिया में रोशनी तथा पंखे के Point है ? हां/नही | |
| 15. | गोदाम पर बिजली सप्लाई ग्रामीण क्षेत्र से है या शहरी क्षेत्र से? ग्रामीण / शहरी | |
| 16. | वर्तमान में विद्युत कनेक्शन चालू है | हां/नही |
| द - पानी की व्यवस्था | | |
| 17. | गोदाम पर पानी का स्रोत टयूबवेल/जलदाय विभाग/अन्य | |
| 18. | इमरजेन्सी में पानी का स्रोत हेन्डपम्प/अन्य | |
| य- टेलीफोन कनेक्टिविटी | | |
| 19. | डिपो पर वर्तमान में टेलीफोन/इन्टरनेट कनेक्शन उपलब्ध है। | हां/नही |
| 19(अ) | यदि नहीं, तो क्या डिपो के आस-पास टेलीफोन/इन्टरनेट कनेक्टिविटी उपलब्ध है। | हां/नही |
| 20 | क्या गोदाम पर उसी शहर के कोड की फोन लाईन उपलब्ध है ? यदि हां तो किस कम्पनी की ? हां/नही क्या Broadband Internet की सुविधा उपलब्ध है? BSNL / Rainbow / Tata / Reliance / other EVDo | |

नोट :- 1. बिड के साथ संलग्न प्रत्येक Document के प्रत्येक पृष्ठ पर बोलीदाता अथवा उसके/उनके अधिकृत प्रतिनिधि के डिजिटल हस्ताक्षर होना आवश्यक है।

स्थान :

बोलीदाता के हस्ताक्षर तथा मुहर

दिनांक :

संलग्न:

- 1-डिमान्ड ड्रॉफ्ट (बिड डॉक्युमेंट शुल्क, ई-बिड प्रौसेसिंग फीस)
- 2-उपरोक्त के सबूत में संलग्न कुल.....दस्तावेज
- 3-टेक्नीकल बिड के साक्ष्य में ब्लू प्रिन्ट आदि कुल.....

**Affidavit regarding compliance to Terms & Condition of Bid
(On Rs.100/- non judicial stamp paper)**

Bidder Name:

I/We confirm that I/We am/are authorized to submit Bid on behalf of the firm participating in the Bid process and have perused the entire Bid document including all its amendments till date. Having perused the subject Bid with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Bid document including technical particulars, Detailed technical specifications of the product, Special Terms & Conditions wherever indicated, offer validity, terms of delivery without any deviations whatsoever:

I/We also confirm acceptance of the arbitration clause No. 20 of General Terms & Condition of Bid document.

I/We certify that the prices quoted against the Bid are competitive and without adopting any unfair & unethical means, including cartelization.

I/We also certify that the information given above is factually correct, true and nothing material has been concealed.

Name of Representative with Signature and Seal

Kiljan

**Details of Executives Authorized to sign the bid and deal with
the Corporation on behalf of the Bidder**

(To be given on the letterhead of the Organization)

| | | |
|-----------------------|-----|-----|
| Name of the executive | | |
| Designation | | |
| Postal address | | |
| Telephone number | | |
| Mobile number | | |
| E mail id | | |
| Specimen signature | (1) | (1) |
| | (2) | (2) |

Place:

Sd/-

Date:

Chief Executive / Managing Partner / Owner
(Name)

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for hiring of Godown..... 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 direction and officers not have been convicted of any criminal offence related of 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 One Year 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 :

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 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 last three year 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 for procuring entity or its personal land bidders 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 regulation.

- (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. they have controlling partners/shareholders in common; or
 - b. they receive or have received any direct or indirect subsidy from any of them, or
 - c. they have same legal representative for purposes of the Bid.
 - d. they 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 its affiliates participated as a consultant in the preparation of the design or technical specifications of the good work 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.

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is - Managing Director

The designation and address of the Second Appellate Authority is - Chairman

(1) Filling an Appeal

If any Bidder prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to 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 ground on which he feels aggrieved:

Provided that after the declaration of Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceeding:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, as appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bids is found to be acceptable.

(2) The officer to whom an appeal is filed under para (i) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of 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 documents in the behalf of 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 negotiation;
- (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 respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorizes 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 then 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 document, relevant record 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 and 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.

FORM No. 1
[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act,
2012

Appeal No. of
Before the (First/Second Appellate Authority)

1. Particulars of appellant :

(i) Name of the appellant :

(ii) Official address, if any :

(iii) Residential address :

2. Name and address of the respondent(s) :

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order(enclosed 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

Appellants' Signature

19 *Kalyan*

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 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 arithmetical 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 months 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 other wise and the extra cost incurred shall be recovered from the Supplier.

Form of Bid-Securing Declaration

Date :

Bid No. :

Alternative No. :

To :

We, the undersigned, declare that :

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the Bid Security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) When we withdraws or modify our bid after opening of bids ;
- (b) When we do not execute the agreement, it any, after placement of supply/work order within the specified period ;
- (c) When we do not deposit the performance the supply of the goods or service or execute work as per supply/work order within the time specified ;
- (d) When we do not deposit the performance security within specified period after the supply/work order is placed ;
- (e) If we breach provision of code of integrity prescribed for bidding specified in the Act and chapter VI of these rules ;

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding One Year in case where the entire bid security or any part thereof is required to be forfeited by procuring entity ;

We understand this Bid Securing Declaration shall expire if :-

- (i) We are not the successful Bidder ;
- (ii) The execution of agreement for procurement and performance security is furnished by us in case we are successful bidder ;
- (iii) Thirty days after the expiration of our Bid ;
- (iv) The cancellation of the procurement process ;
- (v) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed : -----

Name : -----

In the capacity of :-----

Duly authorized to sign the bid for and on behalf of :

Date on days of

Corporate Seal :-----

(Note : In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid).

Kalyan