

PRESCRIBED TENDER FORM TO DEVELOP SYNTHETIC TENNIS COURTS WITH THE TERMS AND CONDITIONS UNDER TENDER

Note: - Tender two bid system (technical and financial) must be submitted strictly in accordance with all the terms & conditions of the FIELD CLUB, Udaipur otherwise the tender shall not be considered and shall be rejected outright. Counter conditions shall not be accepted. Bidders should read these conditions very carefully and comply strictly before submitting their tender. If a bidder has any doubts regarding the interpretation of any of the conditions or specifications mentioned in these documents he should, before submitting the tender, refer these to the Hony. Secretary and obtain clarification. The decision of the Field club executive committee regarding interpretation of the conditions and specification shall be final and binding on the bidders.

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Sd/-
Hony. Secretary
Field Club, Udaipur

20.01.2025

TENDER NOTICE

Tender under two bid system i.e. technical and financial bids are invited from reputed firms for the work as per description given below up to 27/01/2025 by 4:00 pm. from 28/01/2025 by 4:00 PM. In a sealed envelope addressed to the secretary field club saheli marg fatehpura Udaipur – 313001

Work Description	Quantity (Approx.)	Estimated Cost	Earnest Money	Tender Fee (Rs.)
To Develop Synthetic Tennis Courts	2 courts	Rs.30.00 Lacs	1,00,000.00	Rs. 2000/- Tender Fee and Rs. 1000/- Processing Fee though DD only

Note:-

1. Bidder (authorized signatory) shall submit their offer in hard copy sealed envelope both for technical and financial proposals. DD for tender fee and bid security should be submitted physically at the office of the tendering authority as prescribed in the tender notice a scanned copy of the same should also be uploaded along with technical bid cover on fieldclubindia@fieldclubindia.com.
2. In case any of the bidder fails to physically submit the Demand Draft for Tender fee, bid security and fee up to 27/01/2025 by 4:00 pm, its technical bid shall not be opened. The Demand Draft for bidding document fee and bid security should be drawn in favor of field club, payable at Udaipur where as the Demand Draft of Rs. 2000/- towards Tender Document processing fee should be drawn in favor of "Field Club Udaipur" payable at Udaipur from any scheduled commercial bank.
3. Bidder is advised to refer "Bidders Manual Kit" available at ww.fieldclubindia.com web site for further details of the e- tendering process.
4. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
5. The provisions of RTPPA Act, 2012 and rules thereto shall be applicable for this procurement. Furthermore, in case of case of any inconsistency in any of the bidding document with the RTPPA Act, 2012 and Rules thereto, the later shall prevail.

Sd/-
Hony. Secretary
Field Club, Udaipur

Important Dates for Tender

S. No.	Events	Date
1.	Date of Issue of Notice Inviting Tender (NIT)	20.01.2025 4.00pm
2.	Start Date & Time for opening of Tender documents	28.01.2025 4.00pm
3.	Website for downloading Tender Documents	www.fieldclubindia.com
4.	Tender documents submission start Date & Time	24.01.2025 12.00pm
5.	Last Date & Time for online submission of Tender	27.01.2025 4.00pm
6.	Date & Time for receipt of DD'S towards Tender cost, Tender processing Fee, EMD and tender documents	27.01.2025 4.00pm
7.	Date & Time for online opening of Technical Bid	28.01.2025 4.00pm
8.	Date & Time for Online penning Of Financial Bid	28.01.2025 4.00pm

ELIGIBILITYCRITERIA

The Contractor/Firms shall furnish the following documents attached for Technical Bid failing which the bid will be rejected.

1. Proof of GST No. (Readable copy should be enclosed.)
2. PAN No. of the firm PAN No. on the name other than the firm should not be accepted.
3. Proof of the Annual Turnover which should not be less than Rs. 100 Lakhs every year along with balance sheet and profit & loss Account for the 3 years. (2021-22, 2022-23, 2023-24) duly certified by the C.A.
4. The Earnest Money Deposit should be in the form of Demand Draft.
5. The Bidder must have executed work for Synthetic tennis court on (turnkey basis) including construction of sub base, synthetic surface, for Government/semi Govt./ or private sector in India The contractor has to produce work orders & completion certificate of the same
6. Enclose Experience documents of having successfully completed similar type works – minimum 10 synthetic courts during the last 3 years in India 31.03.2022 to 31.12.2024 or cost not less than 2 crores. The copy of Govt. work order should be attached.
7. The bidder will have to quote the rate inclusive of all type of prevailing taxes and installation.
8. Bidder should produce authorization letter from the manufacturers of the synthetic material from which they will have to procure on their letter head with sign and stamp of the company. (as per format attached)
9. The composite defect liability will be five year from the date of completion of work.
10. Make list of the approved company for the synthetic material ITF Classification 1& 2 – Acry flex, Kenncoat, Lentus Ltd. No equivalent product will be allowed.
11. The firm should not have been blacklisted from any Govt./Ministry/PUOrganization.
12. 90 days will be time limit for completion of work from date of commencement.

Sd/-
Hony. Secretary
Field Club, Udaipur

B. Technical Specification of

BOQ-2 PREPARATION OF SYNTHETIC TENNIS COURT

S.N.	Item Description	Qty.	Unit
1.	<p>(A) Excavation: excavation 12" to 18" of the court area for creating base from centre line towards the lower end. Proper watering and rolling with 8 tones Roller on the court area.</p> <p>(B) Anti termite and weed killing treatment: This treatment is necessary for permanent removal of grass. And other plant's seeds and termites which can damage the soil of the playing area.</p> <p>(C) Filling & Compaction of Murom: Proper filing of Murom up to the ground level with watering and Rolling by 8 tones Roller with maintaining proper slope.</p> <p>(D) Laying one layer of 4", DLC/PCC (Dry Lean Concrete) and compacted with heavy duty roller watered and complete, thereafter</p> <p>(E) Filling all the gaps with stone dust thoroughly compacted.</p> <p>(F) Provision of Drainage System: A proper slope to be given maintained from the center to both the ends (length wise) of the play area.</p> <p>(G)Asphalting Process:</p> <p>(1) Cleaning of Surface Area: Providing and applying Tack Coat at 0.5 Kg per sq meter after thorough cleaning of the surface.</p> <p>(2) Laying of 60 mm thick Asphalt Macadam, compacted thickness and Laying off 60/70 graded bitumen.</p> <p>(3) Laying of 15mm thick Asphalt concrete with Bitumen grade 60/70, 4 to 5% with graded aggregate with maximum size of 12 mm graded down to fines of 25% and</p> <p>(4) Spreading manually Grit Powder on the finished surface.</p> <p>(5) For Smoothness of Play Surface: Laying of PPT with cement to close porosity of fresh asphalt and allowing the surface to be dried for minimum 30 days prior to laying of the synthetic surfacing.</p>	14400	Sqft
2.	<p>Allied Civil Work:</p> <p>(A) Piling & Beam Work: Covering all four outer sides of the court surface area, Piling will be at every 12' distance and Beam work will be done for binding the court area. Creating Provision for Chain Link fencing on Beam at every 12' distance. (Grouting on piling)</p> <p>(B) Returning Wall The returning wall of 15" height will be constructed on all Four sides of the court for chain link walls.</p>	600	RFT
3.	<p>Drainage System Covered with grating. Providing and constructing saucer drainage covered by 6" width Grating of adjoining to both the side returning walls in the slope to ensure effective water drainage.</p> <p>One Side of Court Length=240'</p>	240	RFT
4.	MSG ratings for covering RCC Gutter with fabrication, coloring and erection.	240	RFT
5.	<p>Chain link Fencing work.(Using MS pipe, 10' Height on four sides of the court) To provide and erect Chain linking Fencing in GI wire of 2.8 mm width with 50 mesh opening on vertical MS pipe of 3" diameter placed at 10' centre to centre supported with horizontal 1.5" MS pipe duly painted with double coated green paint.</p>	Per Sqft to be Quoted	

6.	<u>Synthetic Surface Coating 5Layer:</u> (1) One layer of Primer Coat. (2) One layer of Resurfacer Coat. (3) Two layer of Base Coats. (4) One layers Top Coat. Unica Brand (TurkeyBaseCompany)	14400	Sqft
7.	<u>Line Marking of Tennis Court</u>	02	Court
8.	Supply of Tennis Pole: Made of Ms Square Pipe 4''X4''. Height: As per standard 3'6'' (1.07m). With Foundation installation. Two coats of primer & painted with double coated green paint. Supply of Tennis Net Garware: As per Standard size (length=42' & height=3'6'') easier.	02	Set2

NOTE:

- (i) Rate includes Material cost, Labour and all expenses Installation charges and all types of prevailing government taxes.

Sd/-
Hony. Secretary
Field Club, Udaipur

I/we hereby declare that I/we read carefully all the above mentioned Special Terms & Conditions and I/we here by agree to accept conditions.

Place:
Date :

SIGNATURE OF THE TENDERER
(With seal)

SCOPE OF WORK

TO PREPARE SYNTHETIC TENNIS COURTS for Field Club as described in Annexure-II

A. TERMS AND CONDITIONS

1. **EMD** of Rs. 1,00,000/- (One Lacs only) payable through Demand Draft/ Banker's Cheque only drawn in favour of "Field Club Udaipur must be submitted to the Vice President , Field Club, Udaipur on or before last date of bid submission without which the quotations will not be considered. The scanned copy of EMD should also be uploaded with other documents on e-mail of the field club.
2. The successful bidder will be required to provide a Performance Security Deposit of Rs. 5.00 Las payable through Demand Draft/ Banker's cheque or Bank Guarantee from any of the Commercial Banks only upon award of the contract. The same will be refunded only after the expiry of the contract. This deposit is liable to be forfeited, if during the period of contract the services of the contract are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/breached, and/or towards any damage caused due to negligence of the contractor or his employees. The decision of Field Club shall be final.
3. The prospective bidders are requested to go through the Terms and Conditions of the contract carefully. The bid documents (Technical and Financial) are to be uploaded as per Annexure II&III. The rates quoted in the BOQ should be inclusive of all charges such as labor, transportation, storage etc. and include all applicable government taxes. Incomplete or ambiguous uploaded bids without documentary proof will not be considered.
4. The Contract will be awarded for a period of Three months which may be extended further subject to satisfactory performance of the contractor. At sole discretion of Field Club.
5. The Field Club reserves the right to award the contract to one or more tender depending on L-I rates quoted in the tender.
6. The Field Club reserves the right to accept or reject any or part of the items found inferior in quality of workmanship or/and the quality of materials/goods.
7. Under no circumstances shall the successful firm appoint any sub-contractor or sub-lease the contract. If the tender fails to deliver the goods within the period specified in the tender form, the Hony. Secretary may at his discretion, allow the extension of time subject to recovery from the tender as agreed, liquidated damages

And not by way of penalty a sum equal to the following percentage of the value of stores which the tender has failed to supply for a period of delay as stated below :-

- | | |
|---|-------|
| (a) Delay upto one fourth period of the prescribed delivery period | : 2½% |
| (b) Delay exceeding on one fourth but not exceeding half of the Prescribed delivery period | :5% |
| (c) Delay exceeding half but not exceeding three fourth of the Prescribed delivery period | :7½% |
| (d) Delay exceeding three fourth but not exceeding the period equal To the prescribed delivery period | :10% |

8. In case the rates quoted by the tenders are very high or do not suit to the Field Club the negotiation may be undertaken for reducing the quoted rates.
9. Approved tender will have to execute an agreement in prescribed format on a non-judicial stamp of Rs. 1,000/-at his own cost within 15 days from receipt of the order along with security money.
10. In case of any difference of opinion between the purchaser and the supplier about terms & conditions, the decision of the Field Club will be final.
11. The successful bidder shall have to deposit performance security 5% of the tender value in the form of DD/Bank Guarantee in favor of Field Club, Udaipur.
12. The ordered items supplied by the firm should be of best quality and a strict view will be taken if it is found defective at any stage during or after the delivery. In case of such lapses, the Field Club reserves the right of taking any action including termination of the contract without assigning any reasons whatsoever. The Field Club also reserves the right of imposing financial penalties for any losses caused to the Field Club including loss of time.
13. In case the contractor fails to cope with the workload and dishonors the contract in any way, the contract awarded shall be liable for outright cancellation/termination summarily, without assigning any reasons thereof and the security deposit and payment due to the firm if any, shall also be forfeited. The Field Club is free to entrust the job to any other firm/party at the risk and expenses of the defaulting contractor. In this connection, decision of the Field Club shall be final and binding on the contractor.
14. It will be the responsibility of the contractor to obtain satisfactory completion reports from the officer/section/unit concerned in which the work is done. In the absence of satisfactory completion reports, no payments will be released.

15. Tenders may please quote their unconditional rates. The price quoted at the time of submission of tender should remain valid for 90 days from the date of tender opening and the rates finalized on the basis of these prices shall remain in force during the currency of the contract. It may specifically be noted that no changes/escalations in the accepted rates shall be allowed during currency of the contract.
16. The contract shall normally be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible/ qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender letter. However technical bid will supersede the financial bid, as per field club decide. The Field Club reserves the option to select more than one firm for award of contract to ensure uninterrupted supply during the currency of the contract.
17. If any of the bidders have any objection with regard to the terms and conditions of the tender, the same may be pointed out within 05 days of the issue of the tender documents, before opening of tender.
18. The earnest money shall be returned to the successful bidder only after receipt of performance security and will not carry any interest. To unsuccessful bidder within 06 days,
19. No advance payment shall be made for the services; the payment will be released through banking channel only.
20. The job carried out shall be to the satisfaction of the Field Club else no payment will be made. Further, depending upon the severity of negligence, this Field Club reserves the right to blacklist and debar the agency. The decision of the competent authority of the Field Club shall be final and binding on the firm/agency.
21. Rates shall remain fixed and valid during the period of contract. TDS/GST and any other Government levies applicable on bill as per the instructions issued by the Government time to time shall be deducted. The contracting firm is required to provide the items in the premises of Field Club, Udaipur as per order and no transportation charges will be paid separately.
22. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice.
23. Legal proceeding, if any, arising out of this tender shall have to be lodged in courts situated in Udaipur and not elsewhere.
24. The tender is for the complete system having sub-systems and is to be implemented as turnkey solution without any additional cost. Therefore, the work will be awarded to the overall lowest bidder on turnkey basis.
25. The technical specifications mentioned in this tender are the minimum acceptable specifications. Bidders may offer higher/better specifications but not the lower ones. It must be duly supported with the original technical literature for examination by the committee; else the bid will be rejected.

26. Tender specific authorization from the Original Equipment Manufacturer (OEM) be attached for OEM support against warranty and AMC else the bid will be summarily rejected.
 27. Further, the acceptable makes have been indicated against each system in the technical specifications. The bidder must clearly mention selected make and model in the technical bid. Unapproved makes will not be considered.
 28. Certificate of willingness to demonstrate bided duly integrated at buyer's premises for the technical evaluation within 3-4 days of opening of the technical bids.
 29. Similar work experience of successfully completed similar type works (minimum 10 synthetic courts) during the last 3 years in India or cost not less than 2 crores must be attached for considering technical competence of the bidder
-
30. Authorization Certificate from the concerning National/International Federation is attached.
 31. Provision of Rajasthan Transparency in Public Procurement Act 2013 (Act No.21 of 2012) Govt. of Rajasthan shall be applicable with regard to delay in supplies and other residue eventuates.
 32. Security deposit @10% will be kept deposit. It will be refunded after three years from the actual date of completion on satisfactory service.

Sd/-
Hony. Secretary
Field Club, Udaipur

TECHNICAL BID FORM

To be submitted with enclosures. Technical bid without document to support the claim by the bidder will be rejected. Please number all documents and enter page number of documents)

S. No.	Particulars	Document to be uploaded
1	Name of the Bidder	
2	Address of the bidder for correspondence	
3	Name of contact person with Mobile number and E-mail address	
4	Earnest Money Deposit in favor of Field Club, Udaipur	Tender fee. Rs.: DD No. Processing Fee: Rs.: DD No. EMD:Rs.: DD No.
5	Registration number & date of establishment of the firm copy of registration should be attached as a proof.	Enclosure Page No.
6	Whether your firm has been blacklisted by any Government / PSU / Board / University Sports Board. Submit an undertaking	Enclosure Page No.
7	Annual Reports / audited Balance Sheet and Profit & Loss Account of the Bidder for the last three Financial Years clearly mentioning the revenues and net worth of the Bidder for these years. Turn over should not be less than 100 Lakhs in one year duly certified by C.A.	Enclosure page No.
	Financial Year 2021-2022	Turnover Rs
	Financial Year 2022-2023	Turnover Rs
	Financial Year 2023-2024	Turnover Rs
8	Copy of GST Registration No.	Enclosure page no.
9	Copy of PAN Card of Firm	Enclosure page no.
10	Experience documents of having successfully completed similar type works – minimum 10 synthetic courts during the last 3 years in India 01.01.2022 to 31.03.2024 or cost not less than 2 Crores.	Enclosure Page No.
11	The bidder should submit valid letter from the OEMs confirming the following in format provided in ANNEXURE VI : (a) Authorization letter from OEM/Technology partner mentioning the support for 3 years after successful completion of this work.	Enclosure Page No.
12	The Lead bidder must provide a list of places where such system have been installed and/or are being maintained by him with their configuration and with the references, work order or purchase order copies etc. The bidder is required to provide assurance to arrange for a demo at such place in case the tender evaluation committee needs to evaluate the performance of the installation.	Enclosure Page No.

13	The bidder should provide undertaking for supply of items as per specification given under Scope of work "B"	Enclosure Page No.
14.	Authorization letter from the manufacturers of the synthetic material from which they will have to procure on their letter head with sign and stamp of the company.	Enclosure Page No.
15	Solvency certificate for the current calendar year (2024) on amount not less than 50 lakhs [From a Nationalized bank/ Schedule Bank]	Enclosure Page No.

This is to certify that I/We have read all the terms and condition of the tender and agree to abide by the same. We have also read eligibility conditions to participate in the tender; Details of the work to be carried out and other details made available with this form and understood them.

Date:

**Signature of the Authorized Signatory
Rubber Stamp of the firm**

Instructions of Online Bid submission

Instructions to the Bidders to submit the bids online through the-----Procurement Portal for e Procurement at www.fieldclubindia.com

- 1) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 2) After downloading/getting the tender document/schedules, the Bidder should go through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 3) If there are any clarifications, this may be obtained online through the tender sit, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 4) It is constructed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 5) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, of the file size is less than 1 MB the transaction uploading time will be very fast.
- 6) It there are any clarifications, this may be obtained through the admin office of the Field Club. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 7) Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be through E-mail.
- 8) The details of DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data at submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 9) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 10) The time setting fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc. The bidders should follow this time during bid submission.

Sd/-
Hony. Secretary
Field Club, Udaipur

TENDER ACCEPTANCE LETTER

The Vice-President

Field Club, Udaipur (Rajasthan).

SUB:-Acceptance of Terms & Conditions of Tender.

REF:-

Name of Tender/work:-Award of contract to develop synthetic tennis courts for the Field Club, Udaipur

Dear Sir,

1. I/We have downloaded/obtained the tender documents(s) for the above mentioned "Tender/work" for the web site(s) namely:

As per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page no. to (including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in it's totally/entirely.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the for feature of the full said earnest money deposit absolutely.

Yours faithfully,
(Signature of the Bidder, with Official Seal)

(To be submitted on the letter head of the Manufacturer)

To,

The Vice-President

Field Club, Udaipur (Rajasthan).

Dear Sir/Madam,

Our Company M/S. _____(name of the company providing guarantee) is the manufacturer of (name of brand and product) to be used for developing two Synthetic Tennis Courts at Field Club.

We hereby certify that M/S. _____(name of the bidder)is authorized to sell/ install the above mentioned brand/s of product/s of our company for developing two Synthetic Tennis Courts at Field Club and any warranty agreement entered by M/S _____(name of the bidder)will be duly supported by (name of the company providing guarantee)_____during the warranty period.

Yours faithfully,

(Signature of the authorized representative of the Company, with Official Seal)

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 ;
- (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 obligation, 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/ share holders 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 specification of the Goods, works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure B: Declaration by the Bidder regarding Qualifications:-

Declaration by the Bidder

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority a specified in the Biding 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 Qualification to enter into a procurement contract within a period of three years preceding the commencement of this procurement process. Or not have been otherwise disqualification pursuant to debarment proceeding;
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:

Signature of bidder

Place:

Name:

Designation:

Address :

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority Vice President

The designation and address of the second Appellate authority is Hony. Secretary

(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 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 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 proceeding:

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 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 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 file 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 First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

(a) Fee for first appeal shall be rupees ten thousand five hundred and for second appeal shall be rupees twenty 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 there of relating to the matter.

(c) After hearing the parties, perusal or 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.

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 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 fifty percent, of the quantity specified in the Bidding Document. it shall be without any change in the total price or other terms and conditions of the 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 compensations except otherwise provided in the Condition of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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