

RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED

Regd. Office. Vidyut Bhawan, Jyoti Nagar, Janpath, Jaipur-302005

(An ISO 9001:2015 Certified Company)

Office of the Superintending Engineer (MPT&S) RVPN, Ajmer

Telephone: #91-145- 2972200

Email: se.mpts.ajmer@rvpn.co.in, Website: www.rvpn.co.in



NOTICE INVITING OPEN BIDS

Sealed Bids (Single part Bidding) are invited from competent and experienced firms/ vehicle owners for hiring of inspection vehicle (such as BOLERO/JEEP OR EQUIVALENT/ SIMILAR VEHICLE ETC.) for financial year 2021-22 (w.e.f. 01.09.2021 to 31.03.2022 , 07 month) in following offices of MPT&S wing:-

Description of vehicle with Name of office where vehicle required	Bid Number	Estimated Cost including GST 5% (Rs.) for Eleven month	Bid Cost	Bid security	Start date & time of bid	Date & time for submission of bid	Time and date for opening of bid	Districts under jurisdiction
1.Hiring of 1 No. inspection vehicle (Bolero/ Jeep or equivalent / similar vehicle etc.) in O/o AEN (MPT&S), Jhunjhunu	13M0012101	227115/-	Rs.1180/- (1000+18%GST)	Bid declaration on Rs. 50/- Stamp paper	From 30.07.2021 (17:00)Hrs	Up to 18.08.2021 (13:00)Hrs	Up to 18.08.2021 (15:00)Hrs	2 district (Jhunjhunu & Sikar)
2.Hiring of 1 No. inspection vehicle (Bolero/ Jeep or equivalent / similar vehicle etc.) in O/o AEN (MPT&S), Khetrinagar	13M0022101	227115/-	Rs.1180/- (1000+18%GST)	Bid declaration on Rs. 50/- Stamp paper	From 30.07.2021 (17:00)Hrs	Up to 18.08.2021 (13:00)Hrs	Up to 18.08.2021 (15:00)Hrs	2 district (Jhunjhunu & Sikar)

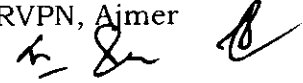
The salient point for aforesaid bids are as follows:-

- The bid are being invited by Superintending Engineer (MPT&S), Rajasthan Rajya Vidhyut Prasaran Nigam Limited having office at Shastri Nagar, Ajmer (Rajasthan) and bid specification are to be purchased from his office. Email ID se.mpts.ajmer@rvpn.co.in
- The procurement process shall be governed by RTPP act 2012 and RTPP Rules 2013.
- The procurement is being done through single stage bid.
- The vehicle is to be hired from 01.09.2021 to 31.03.2022 , (07 month). Bill is to be submitted monthly and payment shall be arranged on monthly basis.
- Vehicle shall not be more than 6 years old. Only vehicles with taxi permit having valid document shall be considered.
- The bid cost (Non Refundable) above shall be deposited in cash or crossed Demand draft/ Bankers cheque respectively in the name of Account officer (T&C), RVPN, Ajmer.
- The purchaser does not bind himself to accept the lowest or any Bid or any part of the Bid and shall not assign any reason(s) for the rejection of any Bid or a part thereof. The bidder have to quote the firm price inclusive of all taxes and duties ,insurance and other related cost but exclusive of GST and toll tax & if bidder is having GST registration & GST rate quoted by the bidder at the time of bid submission.
- If bidder obtain the GST registration after submission of this relevant bid then the rate given by him shall be taken as inclusive of GST as per norms.

9. Vehicle driver is to be provided by the contractor at his own cost.
10. The offer should be valid for 90 days from the date of opening of bid.
11. Vehicle is to be hired on 24 Hrs per day basis.
12. Petro/Diesel/Lubricant is to be supplied by the contractor.
13. The details terms and conditions are given in Bid specification.
14. Any Corrigendum in NIB / bidding documents and extension of Bid, if any shall be uploaded only on RVPN website and SPPP Portal.



Superintending Engineer (MPT&S)
RVPN, Ajmer



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BID DOCUMENTS FOR HIRING OF ONE NO. VEHICLE (SUCH AS BOLERO/JEEP OR EQUIVALENT/ SIMILAR VEHICLE ETC.) AGAINST BID NO.13M0022101.

Sealed bids in single part are invited from individuals / firms/ vehicle owners/ transporters/ travel agencies for hiring of vehicle having vehicle registered as taxi such as BOLERO/JEEP OR EQUIVALENT/ SIMILAR VEHICLE ETC. for the O/o **AEN(MPT&S), RVPN, Khetrinagar** as per details given below:-

BID No.	13M0022101
Type of bidding	OPEN Bid
Work description	Hiring of One No. vehicle (SUCH AS BOLERO/JEEP OR EQUIVALENT/ SIMILAR VEHICLE ETC.) for a period of Seven (07) months w.e.f 01.09.2021 to 31.03.2022 for FY 2021-22
Start Date of downloading/ purchasing of Bid specification	30.07.2021 at 05:00 PM
Last date of downloading /purchasing of Bid Specification.	18.08.2021 up to 12:00 PM
Last date and time for bid submission	18.08.2021 up to 01:00 PM
Date and time for opening of bid	18.08.2021 at 03:00 PM
Estimated Cost	Rs. 227115/-
Bid cost	Rs.1180.00 (Rs.1000 + GST @ 18 %) to be deposited either in cash or by crossed demand draft or through Banker's cheque in favor of Accounts Officer (T&C), RVPN, Ajmer
Bid Security	Bid Security Declaration on Rs. 50 Stamp paper
Validity	90 days from the date of opening of bid

GENERAL INSTRUCTION REGARDING BID:-

1. The bidder, in his own interest is requested to read very carefully the bid documents before submitting the bid. The bidder can download bid documents from the website <http://energy.rajasthan.gov.in/rvpnl&http://sppp.rajasthan.gov.in>.
2. The bid shall be addressed to the Superintending Engineer (MPT&S), Rajasthan Rajya Vidyut Prasaran Nigam Limited, Shastri Nagar, Ajmer.
3. The bid shall be submitted in closed/sealed envelope duly super scribed "**Bid No. 13M0022101 for hiring of vehicle for the use in the O/o AEN(MPT&S), RVPN, Khetrinagar.**"
4. All additions and/or alterations in the bid must be clearly initialed by the bidder.
5. Bids received late from the date & time as indicated above, due to any reason or incomplete bids shall not be accepted for consideration.
6. All the documents required as per specification like vehicle papers, driver papers etc. along with specification & G-Schedule shall be submitted by the bidder duly filled up in all respect with signature on each page.
7. The bid is being invited by the Superintending Engineer (MPT&S), Rajasthan Rajya Vidyut Prasaran Nigam Limited having office at Shastri Nagar, Ajmer-305001 (Rajasthan) and is to be dropped in the Bid box or may be submitted on or before mentioned address through registered post which should be reached to this office on or before schedule date & time.
8. Bid will be accepted up to 01.00 PM of dated 18.08.2021 & will be opened on the same day i.e. on dated 18.08.2021 at 03:00 PM in presence of bidders or their representative, who wish to be present.


Superintending Engineer (MPT&S)
RVPN Ajmer



BID SPECIFICATION (BID No. 13M0022101)

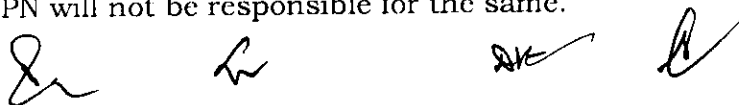
SCOPE

This specification covers the hiring of vehicle having vehicle registered as taxi vehicle (**SUCH AS BOLERO/JEEP OR EQUIVALENT/ SIMILAR VEHICLE ETC.**) through individual / vehicle owners /firms / transporter/ travel agencies for the O/o **AEN(MPT&S), RVPN, Khetrinagar**. Hired vehicle shall be used anywhere as per jurisdiction of the office for which hired.

SELECTION CRITERIA: Bidder who having lowest total value in G schedule shall be selected as successful L1 bidder and so on. In case two or more bidders found L1 then preference shall be given to that bidder who has comparatively new vehicle as per documents submitted along with bid.

TERMS & CONDITIONS

1. The procurement process shall be governed by RTPP Act, 2012 and RTPP Rules, 2013 as amended.
2. The procurement is being done through single stage bid.
3. RVPN does not bind itself to accept the lowest or any other bid and reserve the right to reject any or all bid(s) without assigning any reason thereof.
4. RVPN reserves the right to award this work wholly or partly to any other contractor also.
5. In case of any violation of terms & conditions of contract or unsatisfactory service/ performance, RVPN reserves the right to terminate the contract at any time by giving 15 days notice in writing without assigning any reason thereof.
6. Conditional bids shall not be accepted.
7. The contract shall be for a period of Seven (07) months w.e.f 01.09.2021 to 31.03.2022 for FY 2021-22 and may be extended further upto 3 months subject to satisfactory working/ performance, if required by RVPN as per rules.
8. The procuring entity has reserved the rights to procure less than or more the quantity i.e Kms specified in the bidding documents due to change in circumstances.
9. The bidder shall have to quote the firm prices including of all taxes, duties, R&M charges, POL, CPF contribution, EPF, ESI, permit, road tax, insurance etc and other liabilities except toll tax and GST which are extra, if applicable.
10. The quoted rate(s) shall be valid for 90 days from the date of bid opening.
11. All taxes except toll tax and GST shall be borne by the contractor/firm/vehicle owner/ transporter/ travel agencies. Reimbursement of toll tax paid by the individual/contractor/firm shall be made on production of receipt of payment of toll tax. The GST extra will be applicable as per rules in force.
12. All legal deductions such as income tax (TDS), GST etc.(if any applicable) shall be made as per Law/Rules applicable at the time of payment.
13. Bid Security Declaration has to be furnished with the Bid. The standard format of the Bid Security Declaration is attached. The Bid Security Declaration as per GOR Circular No. 23.12.2020.
14. Performance security shall be deposited by the successful bidder @ 2.5% of the awarded total contract value, either in cash or by crossed demand draft or through Banker's cheque in the name of Accounts Officer (T&C), RVPN, Ajmer, within fifteen (15) days from the date of issue of the order. The performance security will be refunded after successful completion of the contract.
15. The successful bidder shall execute contract agreement on the Non Judicial Stamp paper as per Stamp duty applicable of Govt. of Rajasthan in the prescribed Performa within 15 days from the date of receipt of the order. The cost of stamp duty shall be borne by vehicle owner.
16. The whole responsibility to take care of all safety measures would be of vehicle owner. Any compensation payable for damages caused due to accident (fatal or non fatal) by his vehicle/ driver to any party/property shall be borne by the vehicle owner only. RVPN will not be responsible for the same.



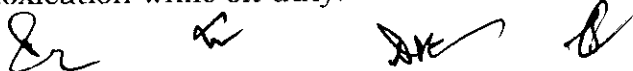
17. The working hours for hired vehicle will be 24 hours per day.
18. All the disputes arising out of the contract between the vehicle owner and RVPN shall be subject to the jurisdiction of the Court situated at Ajmer (Rajasthan) only.
19. The vehicle owner shall not assign the work to any other person to execute the work in part or full.
20. No Dues certificate will be furnished along with the final bill duly counter signed by the order issuing authority.
21. The bill is to be submitted monthly and payment shall be arranged on monthly basis. The vehicle owner will have to furnish the information every month or with every bill in respect of deduction made towards CPF/EPF as per Govt. Rules/Act along with registration number of CPF/EPF of the driver engaged in connection with the execution of work from the date of its commencement and up to the date of completion of this work. If the contractor fails to furnish this information, no payment will be released till receipt of this information.
22. The hired vehicle may be parked in the premises of RVPN if space is available and if it is desired so. However in this case, the safety & security of the vehicle shall not be the responsibility of RVPN and it will be at the risk of the individual/ contractor.
23. The monthly payment shall be made as below:
 - (i) For first 1500 Kms or less: rates shall be applicable as mentioned in G schedule by the bidder per month (GST extra, if applicable).
 - (ii) For additional running of vehicle (for more than 1500 Km) Rs. 10.00 per Km.
 - (iii) Average running of this vehicle will be around 1500 Kms but the vehicle may be required to run beyond 1500 Kms..
 - (iv) Toll tax shall be borne by the RVPN on producing receipt by the vehicle owner.
24. Payment shall be made as per payment policy of Nigam.

25. VEHICLE

- (i) Vehicle shall not be more than 6 years old as on the date of bid opening else Bid will be rejected at that time.
- (ii) The vehicle should have valid taxi permit, certificate of "Pollution under control", "valid Insurance coverage" and up to date Road tax paid documents.
- (iii) The Mileometer of the vehicle must be accurate & in working condition.
- (iv) All the documents of vehicle must be renewed, by the vehicle owner at his own, time to time before its expiry of validity during the contract period.
- (v) The vehicle(s) must ply on all those roads which are considered suitable by the concerned controlling officer of RVPN/ In-charge of the vehicle and his decision in this regard shall be final & binding.
- (vi) Copy of all relevant documents of vehicle like taxi permit, registration, insurance, road tax, pollution under control etc. are to be submitted along with the bid document.
- (vii) All expenditure on repairs, maintenance, taxes, permits, road tax, PUC etc. will be borne by the contractor.

26. DRIVER

- (i) Vehicle Owner/ Contractor has to provide driver with vehicle at his own cost.
- (ii) Driver must have valid commercial driving license for the entire period of the contract.
- (iii) Full particulars of the driver(s) is to be given by the contractor at the time of providing the vehicle to the in charge of vehicle.
- (iv) Driver should be well dressed in uniform prescribed by transport department & well behaved any misbehavior by the driver shall be construed unsatisfactory service.
- (v) Driver must not smoke or drink liquor while on duty and must not be under intoxication while on duty.



- (vi) The Vehicle Owner/ Contractor shall provide sufficient money with the driver so that he can meet out the expenditure on any incidental repairs/maintenance etc. during working hours, when the vehicle is on duty. The Nigam under no circumstances will incur any expenditure on these items.
- (vii) Any misconduct done by driver shall be viewed adversely to the various terms & conditions of work order and the work order may be terminated immediately in case of more than two incidents of misconduct/ violation of Driver's obligation as per contract. (चालक द्वारा किये गये किसी भी दुराचरण को कार्य के विभिन्न नियमों और प्रतिकूल रूप देखा जावेगा और दो से अधिक के मामले में तुरंत कार्य को समाप्त कर दिया जावेगा।)
- (viii) A log book for each vehicle will be maintained by the driver for recording daily opening & closing kilometer reading of each journey performed (proforma enclosed).
- (ix) The vehicle owner should provide immediately alternate arrangement for driver/vehicle who are having valid documents as prescribed, in case of non functioning during the journey.
- (x) All expenditure on driver will be borne by the vehicle owner. The salary of the vehicle driver will be paid by the contractor of the vehicle.
- (xi) The whole responsibility of insurance of the vehicle driver would be of the vehicle owner only.
- (xii) In light of decision of Hon'ble High court of Rajasthan, Jaipur in writ petition 372/2013 in the matter of Anokh Bai & others versus State & others, the minimum wages to the driver shall be ensured by the vehicle owner and a certificate for the same has to be submitted by the vehicle owner every month in the enclosed format.

27. PENALTY

- (i) In case vehicle is not provided on a particular day, prorata deduction from monthly charges will be deducted (i.e. fixed monthly charges) for that day.
- (ii) However, on any account if the vehicle is not provided continuously for seven days without permission, it will be construed as unsatisfactory performance, it will be lawful for the NIGAM, to forfeit performance security deposit furnished by the bidder in the form of cash/Demand Draft/Banker's cheque and terminate the contract, at his absolute discretion.

28. In the case of death of vehicle owner, the work order shall automatically be withdrawn / cancelled with immediate effect without any correspondence.

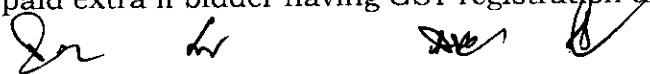
29. In case vehicle owner replace the vehicle which is plying on road by some other vehicle of same kind, prior approval from work order placing authority is required.

30. A Format of Log Sheet to be maintained for hired taxi vehicle is enclosed.

31. Documents to be submitted along with bid by the firm/individual/ transporter/travel agencies which shall be valid on opening of bid;

- (i) Form of Bid securing declaration as per enclosed Performa.
- (ii) Copy of Registration Of Vehicle.
- (iii) Copy of receipt of Pollution Under Control.
- (iv) Copy of Road tax paid.
- (v) Copy of Insurance Of Vehicle.
- (vi) Copy of Taxi Permit (part A & B).
- (vii) Copy of Aadhar Card/Voter ID/Driving license.
- (viii) Copy of PAN card.
- (ix) Copy of Fitness Certificate Of Vehicle.
- (x) Copy of Bank Pass Book.
- (xi) Copy of MSME Certificate, if applicable.
- (xii) Copy of GST Registration if applicable.

32. GST will be paid extra if bidder having GST registration and GST rate quoted by the



bidder at the time of bid submission.

33. If bidder obtained the GST registration after submission of bid then the rate given by him shall be taken as inclusive of GST.

34. NEGOTIATIONS

- A. No negotiations shall be conducted after the pre-bid stage. All the clarifications needed to be sought shall be sought in the pre-bid stage itself.
- B. Negotiations may, however, be undertaken only with the lowest or most advantageous bidder under the following circumstances:-
 - a. When ring prices have been quoted by the bidders for the subject matter of procurement; or
 - b. when the rates quoted vary considerably and considered much higher than the prevailing market rates.
- C. The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- D. The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and email (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provide the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- E. Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- F. In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter -offer. This procedure should be used in exceptional cases only.
- G. In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

35. CORRECTION OF ARITHMETIC ERRORS IN FINANCIAL BIDS:-

The bids evaluation committee shall correct arithmetical errors in substantially responsive bids, on the following basis, namely:-

- a. If there is a discrepancy between the unit price and the total prices 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 bid evaluation committee 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 clause (a) and (b) above.

Dr *W* *AK* *B*

G - SCHEDULE (BID No-13M0022101)

BOQ for hiring of vehicle:- Must be filled by the bidder and enclosed with the bid
(For the O/o **AEN(MPT&S), RVPN, Khetrinagar** for period w.e.f. 01.09.2021 to 31.03.2022)

S. N.	Particular	Period	Total period for hiring (In months) (approx.)	Unit Rate	Rate quoted for hiring of vehicle (in Rs.) per month	Total hiring amount for 07 Months (in Rs.) (4x6)
1	2	3	4	5	6	7
1	Hiring of one number diesel variant vehicle (SUCH AS BOLERO/JEEP OR EQUIVALENT/ SIMILAR VEHICLE ETC.) with driver, POL, R&M of vehicle for 24*7 days. The vehicle should be in good condition & not more than six years old as on date of bid opening. Rate should be quoted including minimum running up to 1500 Km. per month	01.09.2021 to 31.03.2022	07 Months	per month (for first 1500 Km)		
2	GST @ ----- %	Quote here @ ----- ----- %			
G. Total amount (including of all taxes)						

Note:- For extra running above 1500 Km. payment @ Rs. 10.00/- per Km. shall be paid. The charges for toll tax, if any, shall paid extra on producing receipt of toll tax by the vehicle owner. All rates quoted at Sr. No. 1 by the bidder shall be exclusive of GST.

Note: Time period for hiring of vehicle indicated as Seven (07) months is tentative and may be revised at the time of awarding of contract.

Name of bidder -

Mobile No. -

Address -

Signature and seal of bidder



Format of Certificate

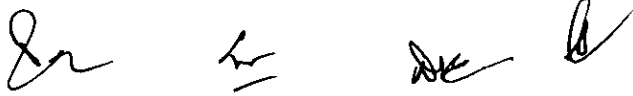
It is certified that I/We (Name of Contractor/Firm /individual) ----- has/have paid wages complying the provisions of the Minimum Wages Act, 1948 for the month of ----- . Further, I/We hereby certify that I/We have also complied with the provisions of all relevant Act and Rules.

Dated:

Signature of Authorised Signatory

(Name)-----

Name of the Contractor/Firm/
Individual (with Seal)



DAILY LOG SHEET FOR HIRED TAXI VEHICLES
 (To be filled and signed in TriPLICATE)

Handwritten marks on the left margin, including a large '8' at the top, followed by several illegible scribbles and initials.

Vehicle No.	Date	Duty Start Time	Reporting Place	Opening KMs. reading	Details of Journeys undertaken	Closing KMs. reading	Total KMs traveled (figures and Words)	Closing Time
1.	2.	3.	4.	5.	6.	7.	8.	9.

Vehicle require next
10.

Place :
Date :
Time :

(Signature of OIC)
11.

Name :
Date :

APPENDIX

Annexure –A: Compliance with The Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti – competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a conflict of interest.

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- (i) A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:
 - a). have controlling partners/shareholders in common; or
 - b). receive or have received any direct or indirect subsidy from any of them; or
 - c). have the same legal representative for purposes of the Bid; or
 - d). have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e). the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidders 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 procurement 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 Contract of.....in response to their Notice Inviting Bids No.....Dated.....I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

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

Date:


Signature of bidder

Place

Name:

Designation:

Address:



Annexure –C: Grievance Redressal during Procurement process

The designation and address of the First Appellate Authority is Procurement committee- E1 committee consisting of CE (MPT&S), Ajmer, RCAO, Ajmer & SE (MPT&S), Ajmer.
The designation and address of the Second Appellate Authority is Energy Department, GOR.

(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:

Provide 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 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 procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of 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 of filing Appeal

(a) Fee of first appeal shall be rupees two thousand five hundred plus GST extra as applicable and for second appeal shall be rupees ten thousand plus GST extra as applicable, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of the Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of Appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

- (i) Hear all the parties to appeal present before him; and
- (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

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

Appeal No..... of.....

Before the(First/Second Appellate Authority)

(A). ABidd

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 propose to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal.....
(Supported by an affidavit)

7. Prayer.....

Place.....

Date.....

Appellant's Signature



CONTRACT AGREEMENT
(For Hiring of Vehicle)

This indenture made at Ajmer on this ____ of the Month of ____ of the year 20__ between the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. (herein after referred to as the hirer) which expression unless the context does not permit includes his successors and assigns of the one part _____ (hereinafter referred to as vehicle owner/ contractor) for hire of car with driver for the period 01.09.2021 to 31.03.2022 which expression unless the context does not permit includes their respective hires executors, administrators, legal representatives, permitted assigns of the second part, witnessed as follows.

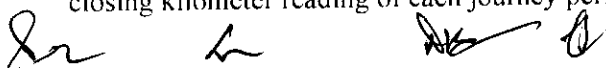
1. The vehicle owner/ contractor, do by these presents agree to execute the service for Hiring of Vehicle as specified in P.O. No. _____ issued vide RVPN/SE/MPT&S/Ajmer/F./ D. No. _____ dated _____ of the SE(MPT&S), RVPN, Ajmer on the terms & conditions contained in the said order. The general terms of the contract, alongwith purchase order and other documents appended with the bids are considered a part of this agreement.
2. The vehicle owner/ contractor of vehicle executes the agreement on the following terms & condition:-

a. VEHICLE

- (i) The Vehicle shall not be more that 6 years old as on date of bid opening.
- (ii) The vehicle should have valid taxi permit, certificate of "Pollution under control", "valid Insurance coverage" and up to date Road tax paid documents.
- (iii) The Milometer of the vehicle must be accurate & in working condition.
- (iv) All the documents of vehicle must be renewed, by the vehicle owner at his own, time to time before its expiry of validity during the contract period.
- (v) The vehicle(s) must ply on all those roads which are considered suitable by the concerned controlling officer of RVPN/ In-charge of the vehicle and his decision in this regard shall be final & binding.
- (vi) Copy of all relevant documents of vehicle like taxi permit, registration, insurance, road tax, pollution under control etc. are submitted.
- (vii) All expenditure on repairs, maintenance, taxes, permits, road tax, pollution etc. will be borne by the contractor.


b. DRIVER

- (i) Vehicle owner/ contractor has to provide driver with vehicle at his own cost.
- (ii) Driver must have valid commercial driving license for the entire period of the contract.
- (iii) Full particulars of the driver(s) is to be given by the contractor at the time of providing the vehicle to the in charge of vehicle.
- (iv) Driver should be well dressed in uniform prescribed by transport department & well behaved, any misbehaviour by the driver shall be construed unsatisfactory service.
- (v) Driver must not smoke or drink liquor while on duty and must not be under intoxication while on duty.
- (vi) The Vehicle owner shall provide sufficient money with the driver so that he can meet out the expenditure on any incidental repairs/maintenance etc. during working hours, when the vehicle is on duty. The Nigam under no circumstances will incur any expenditure on these items.
- (vii) Any misconduct done by driver shall be viewed adversely to the various terms & conditions of work order and the work order may be terminated immediately in case of more than two incidents repeated by incharge of the vehicle.
चालक द्वारा किये गये किसी भी दुराचरण को कार्य के विभिन्न नियमों और शर्तों पर प्रतिकूल रूप से देखा जावेगा और वाहन के प्रभासी द्वारा दोहराई गई दो से अधिक घटनाओं के मामले में तुरंत कार्य को समाप्त कर दिया जावेगा
- (viii) A log book for each vehicle will be maintained by the driver for recording daily opening & closing kilometer reading of each journey performed (proforma enclosed).



- (ix) All expenditure on driver will be borne by the vehicle owner. The salary of the vehicle driver will be paid by the contractor of the vehicle.
- (x) The whole responsibility of insurance of the vehicle driver would be of the vehicle owner only.
- (xi) In light of decision of Hon'ble High court of Rajasthan, Jaipur in writ petition 372/2013 in the matter of Anokh Bai & others versus State & others, the minimum wages to the driver shall be ensured by the vehicle owner and a certificate for the same has to be submitted by the vehicle owner every month in the enclosed format.
- (xii) In case vehicle is not provided on a day, prorata deduction from monthly charges will be deducted (i.e. fixed monthly charges) per day.
- (xiii) However, on any account if the vehicle is not provided continuously for seven days without permission, it will be construed as unsatisfactory performance, it will be lawful for the NIGAM, to forfeit performance security deposit furnished by the bidder in the form of cash/Demand Draft/Banker's cheque and terminate the contract, at his absolute discretion.
- c. The whole responsibility to take care of all safety measures would be of vehicle owner/ contractor. Any compensation payable for damages caused due to accident (fatal or non fatal) by his vehicle/driver to any party/property shall be borne by the contractor only. RVPN will not be responsible for the same.
- d. All taxes except toll tax and GST shall be borne by the vehicle owner/ contractor. Reimbursement of toll tax paid by individual/contractor/firm shall be made on production of receipt of payment of toll tax. The GST will be applicable as per rules in force.
- e. The bill is to be submitted monthly and payment shall be arranged on monthly basis. The contractor will have to furnish the information every month or with every bill in respect of deduction made towards CPF/EPF as per Govt. Rules/Act along with registration number of CPF/EPF of the driver engaged in connection with the execution of work from the date of its commencement and up to the date of completion of this work. If the contractor fails to furnish this information, no payment will be released till received of this information.
3. In case of dispute as to whether any execution of work are or are not in accordance with specifications set-forth in the schedule, the decision of the committee PC-EI Consisting CE, RCAO and SE shall be final and binding on both parties.
4. If the contractor fails wholly or in part to fulfil this agreement, the hirer shall be entitled at his discretion to retain the whole or any part of the deposit made by the contractor as per work order and if the loss suffered by the hirer exceeds the amount of said deposit the hirer shall be entitled to recover and said loss from the contractor, in the manner as may be considered appropriate and expedient by hirer/ part one.
5. Payment of the price for the execution of work under this agreement shall be as per T&C of P.O.
6. The Vehicle owner/ contractor is also bound to fulfil all the conditions mentioned in the above PO./WO.
7. The work to be executed under this agreement shall be as per Terms and Conditions mentioned in the above work order.
8. If any sum remains due or becomes recoverable from the Contractor on account of the non-fulfilment of this agreement or on account of any other reason, the Contractor shall pay the same immediately on demand. If the contractor does not make such payment on demand, the owner shall be entitled to recover the same from the Contractor as arrears of land revenue.
9. All dispute arising under this Agreement between the owner of Vehicle, pertaining to the said Order, shall be subject to the jurisdiction of Courts, only at Ajmer (Rajasthan) only.

In witness of the due execution of this agreement the parties have hereunder set their hands the day and the year first above written.

 Signed (On behalf of RVPN)

Signed (on behalf of Contractor)

 Witness with address

Witness with address

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 withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence 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; and
- (e) if we breach any 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 three years 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; or
- (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 :

Dated on day 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.]



APPLICATION FOR BIDDING DOCUMENTS

The Superintending Engineer (T&C),
RRVFN, AJMER

Sub: - Requirement of bidding documents for for use in the O/o
.....

Ref: - Your office Bid No.

Respected Sir,

With reference to above, it is submitted that we want to participate in your above bid and ready to deposit the required bid cost Rs./- (Rs./- plus GST @ 18% i.e. Rs./-) and Earnest money deposit Rs. Therefore please arrange to issue the receipt along with GST invoice and provide the bidding documents.

Our detail is as under:

1	Title (Mr./Mrs./M/s)	:	
2	Full Name of firm	:	
3	Constitution of firm (Proprietorship / Partnership)	:	
4	Full Address	:	
(i)	House No. & Street	:	
(ii)	City	:	
(iii)	Region (State)	:	
(iv)	Country	:	
(v)	Postal code	:	
5	Telephone/ Mobile No.	:	
6	E-Mail Address	:	
7	GST Registration no. of firm/individual	:	
8	PAN no. of firm / individual	:	

Authorized Signatory
(with Name and Stamp of
the contractor/ Bidder)

For Office user only:-

On view of above application, please note the following further detail for your reference:-

S. No.	Particulars	Details
1	Vendor code	
2	Customer code	
3	SAP Bid No.	

Considering above, please arrange to issue the receipt along with GST invoice for onwards providing the bidding documents to the bidder.

Superintending Engineer (MPT&S)
RVFN Ajmer

Account Officer(T&C)
RVFN Ajmer

(Handwritten signatures)