

September 2023


**BID FOR
CHARTERED
ACCOUNTANT
(CA) FIRMS
bid No. 06/2023-24**

JAIPUR CITY TRANSPORT SERVICES LIMITED

Regd. Off. 2nd Floor Old Working Women Hostel, Behind Nehru Place, Lal Kothi Tonk Road, Jaipur
Office ph. 0141 – 2744562 e-mail - jctsl.bus@gmail.com Pin Code – 302015

Y. Kris *Cinty* *Q*

NOTICE INVITING BID

CIN No.:U60210RJ2008SGCO25819	
जयपुर सिटी ट्रांसपोर्ट सर्विसेज लिमिटेड, जयपुर	
(राजस्थान सरकार का उपक्रम)	
रजि० ऑफिस द्वितीय तल, पुराना महिला हॉस्टल, पुलिस मुख्यालय के पास, लाल कोठी, टोक रोड, जयपुर-302015	
फोन नं. 0141-2744562, 2744776; फेक्स नं. 0141-2744562 ; ईमेल-jctsl.bus@gmail.com Website: transport.rajasthan.gov.in/jctsl	
क्रमांक: प्र.नि./जे.सी.टी.एस.एल./2023-24/डी- 1357	दिनांक:- 06 -- 09 -- 2023
<u>NOTICE INVITING BID – 06 / 2023-24</u>	
<p>जेसीटीएसएल के लेखों का संधारण करने के लिए संविदा पर दो वर्ष की अवधि के लिए Chartered Accountant लगाये जाने हेतु दिनांक 13-09-2023 सायं 02:00 बजे तक ई-बिड आमन्त्रित की जाती हैं। इस सम्बन्ध में पूर्ण ब्यौरा, नियम एवं शर्तों सम्बन्धी जानकारी दिनांक 06-09-2023 से वेबसाईट http://sppp.raj.nic.in से डाउनलोड की जा सकती है।</p>	
 मुख्य वित्तीय अधिकारी जेसीटीएसएल, जयपुर	

CIN No.:U60210RJ2008SGCO25819

JAIPUR CITY TRANSPORT SERVICES LIMITED

Regd. Off. 2nd Floor Old Working Women Hostel, Near Police Head Quarter, Lal Kothi, Tonk Road, Jaipur - 302015
Office Ph. 0141 - 2744562; Fax No. 0141-2744562; E-mail - jctsl.bus@gmail.com; Website - transport.rajasthan.gov.in/jctsl



No.P-3(5)-II /JCTSL/2023-24/D-

Date: - --09-- 2023

NIB No. 06/2023-24

Jaipur City Transport Services Limited (JCTSL) intend to appoint a firm of Chartered Accountants / Accounts Professionals as its Chartered Accountants/ Financial Expert on contract basis for preparing and maintaining the accounts for JCTSL on mercantile basis including GST accounting and return filing for two years.

Name of Work	Preparing and Maintening the accounts for JCTSL on mercantile basis for 2 years	
Estimated Cost of the work	Rs. 9,50,000/-	
Bid Security	19000.00	
Cost of bid documents	Rs. 1000+180(GST)=1180/- (Non-Refundable)	
Publishing Date	06-09-2023	04.00 P.M.
Document Download & Bid Submission Start Date	06-09-2023	05.30 P.M.
Document Download & Bid Submission End Date	13-09-2023	02.00 P.M.
Last Date for Submission of Bid	13-09-2023	02.00 P.M.
Date & Time for opening of Technical Bid	13-09-2023	04.00 P.M.
Date & Time for opening of Price Bid	Will be notified to Technically Qualified bidders	

For details visit our website www.transport.rajasthan.gov.in/jctsl. <http://sppp.rajasthan.gov.in> or contact Managing Director JCTSL,

Instructions to Bidders:-

1. The CA Firms, who have experience of executing similar type of work at least for 4 years in Government Undertakings, Corporations, Boards and Government Companies can participate in bid.
2. The bidder who are interested in bidding can download Bid documents from www.transport.rajasthan.gov.in/jctsl and <http://sppp.rajasthan.gov.in> and can submit bid in JCTSL office offline.
3. The terms & conditions of the Bid may also be seen on the website of JCTSL. www.transport.rajasthan.gov.in/jctsl.
4. The Law relating to procurement - Rajasthan Transparency in Public Procurement (RTPP) Act 2012, (RTPP) Rules 2013.
5. DDs/Banker Cheques/ for Bid document fee and bid security in favour of MD, JCTSL Jaipur, should be submitted manually in the office of Biding Authority (JCTSL.) before scheduled date & time as mentioned in NIB. At the time of Bid opening, bids without bid security will be rejected.

Handwritten signatures and initials in blue ink at the bottom of the page.

6. Technical Bid and Price Bid shall be submitted in separate sealed envelope with prescribed forms at the office of JCTSL at above mentioned address. Name and Address should be mentioned on each envelop.
7. Both envelopes should be kept in a Large sealed envelope. "Bid for CA firm" should be mentioned on Top of the envelop. Name and Address should also be mentioned.
8. Technical Bid will be opened at prescribed time before the bidders who wish to present at that time.
9. Price Bid shall be opened of those bidders only, who have been found qualified in technical bid.
10. Technical Bid must contain details of experience, eligibility qualification and relevant forms etc. as per bid documents.
11. Remuneration rate is to be quoted on monthly basis for 2 years in words and figures only in Price Bid (Envelop No. B.) in prescribed Bid format only. Rates quoted in other format shall not be accepted. Rates must not be quoted in Technical bid.
12. Managing Director, JCTSL, Jaipur reserves the right to reject or accept any bid without assigning any reason.
13. Other terms & conditions shall be applicable as per enclosed bid document.



**Chief Financial Officer
JCTSL Jaipur**

Kris *C124*

**General Terms and Conditions as to notice Inviting bids from the firms
working in the field of accounting of companies**

Jaipur City Transport Services Limited (JCTSL) intend to appoint a firm of Chartered Accountants / Accounts Professionals as its Chartered Accountants/ Financial Expert on contract basis for preparing and maintaining the accounts on mercantile basis and filing various tax returns for JCTSL for two years, which may be extended on the basis of performance. JCTSL invites bid from the eligible firms of Chartered Accountants/ Accounts Professionals to enable JCTSL for consideration for engagement as accountant for accounting and tax return filing work of JCTSL.

1. Proposal should contain the following documents:-

Technical bid documents in separate envelop duly signed and sealed and Price Bid in separate envelop duly signed and sealed. "TECHNICAL BID" & "PRICE BID" should be written on respective envelop.

(A) In Technical Bid Cover –

1. DD/Bankers cheque of bid document cost/fee and bid security.
2. Bidder information form duly filled, signed and sealed.
3. Bid Submission form duly filled, signed and sealed.
4. Copy of ICAI registration Certificate
5. Copy of GST Registration Certificate.
6. Copy of CEPAG Registration Certificate
7. Firm who has minimum 4 years experience of working in Government Undertakings, Corporations, Boards and Government Companies, Should provide experience certificate in prescribed Format.
8. Blank bid document duly signed and sealed on every page as a proof of acceptance by the firm.

Bids received without above documents shall not be accepted and their Price bid will not be opened.

(B) In Price Bid Cover –

1. Price bid duly filled, signed and sealed.

2. Contract Period:

Kris *C. 129* *S*

The firm may be engaged on contract hiring of services only for two years. The period may be extended, if required as per provisions of RTPP Rules 2013.

3. Terms of Reference (TOR) Scope of Work:

The duties and responsibilities of the firm to be engaged hiring of services only for accounting and GST and other tax related formalities of JCTSL may be enumerated as below:

1. To prepare and maintain accounts on tally on accrual and mercantile basis and make the project specific & subsidiary Accounts.
2. To prepare & examine monthly bank reconciliation statement and correspond with banks & reconcile bank A/c.
3. To prepare & furnish the accounting information to the board/management and audit team.
4. To calculate periodically the advance tax, GST/service taxes and any other taxes on basis of statutory provisions and deposit with the concerned authorities within the prescribed time limit.
5. To prepare returns and ensure timely filing of returns of statutory deductions including TDS, GST/service Tax, annual returns and other required returns of the Company, as per time schedule and provisions of the prevailing laws.
6. To provide the relevant record, accounts and informations in getting the audit done from the statutory auditors of the company.
7. To furnish weekly, monthly, quarterly and annual financial information as and when required by JCTSL officials.
8. To ensure issuance of form 16 & 16A to JCTSL employees, service providers, contractors & consultants as per provision of Income Tax Act.
9. To advise JCTSL relating to various applicable taxes and in other matters from time to time.
10. To ensure compliance of all statutory requirements as may be applicable.
11. To represent JCTSL in tax related matters with various Govt. offices/Tax departments on behalf of JCTSL.
12. To advise and assist in the whole process of fund management for JCTSL including the following actions:-
 - (a) To provide information for preparing agenda for Management Committee or Board meeting for JCTSL.
 - (b) To assist in up keeping and maintaining all records of JCTSL properly.
 - (c) To assist in preparing weekly/monthly/quarterly/six monthly progress report for JCTSL.
 - (d) To prepare the accounts of JCTSL on tally separately and all records including ledger, Bank Book, Journal and Subsidiary books & GST record books etc. as permanent records for audit and inspection.

YKish *CMH* *[Signature]*

- (e) To assist on tax related matters of JCTSL, ensure timely deposit of TDS, TCS and GST /Service Tax.
13. Offer shall be valid as provisions of RTPP Rules 2013.
 14. Payment shall be made monthly basis and taxes will be deducted as per prevailing rules and laws.
 15. The bidder should sign each page of the bid document in acceptance of terms & conditions.
 16. Sub-letting of assigned work shall not be permitted.
 17. Successful bidder shall deposit performance security @ 5% of the amount of annual payment.
 18. Successful firm will have to execute an agreement within 10 days from the date of acceptance of work order and shall be executed on non judicial stamp of Rs.500/- in the format prescribed in Annexure.
 19. If the work is not carried out as per the time schedule given, JCTSL can forfeit performance security and levy liquidated damages, JCTSL can take recourse to other available legal remedies including getting the job done from other agency at their risk & cost.
 20. The offer to be quoted by the firm should be Basic rate on monthly basis and Taxes applicable as per the state & Central Government Rules should be shown separately.
 21. The firm should have its Head office at Jaipur, The office should be equipped with Fax and e-mail facility (enclosed latest certificate/letter issued by Institute of Chartered Accountants of India about the details indicating about address of office/personnel/ partner etc.)
 22. Firm should have experience of executing similar type of work at least for 4 years in Government Undertakings, Corporations, Boards and Government Companies. (proof of experience be provided)
 23. Experience and complete details of personnel should be provided along with technical bid.
 24. Eligibility will be decided on the basis of information/ documents submitted with the Technical bid.
 25. On termination of contract, he will provide all relevant information and record to successor firm in Soft Copy.
 26. All other conditions will be governed by provisions of RTPP Rules 2013.
 27. The Financial Expert along with the backup support staff will be required to attend the office daily excluding gazetted holidays.
 28. The firm will provide personnels specifically for JCTSL on regular basis for the above job. Office hours will be 9.30AM to 6.00PM. Firm may change the personnels if required, with the consent of JCTSL.

Y. K. Singh *Chairman* 

4. Procedure of evaluation

Evaluation of bids shall be done on following criteria –

1. Bidder who has minimum 4 years experience of working in Government Undertakings, Corporations, Boards and Government Companies.
2. Bidder who have found qualified in technical bid.
3. Lowest monthly rate quoted by Bidder.

5. Performance Security

1. The Bidder, who has been declared as L-1 bidder/ successful bidder, shall execute necessary agreement for the services on depositing the required amount of performance security and on execution of the agreement, such Bidder is eligible for award of contract.
2. Performance Security will be 5% of the total amount of remuneration of 2 years.
3. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of performance security

Signature of Bidder

Handwritten signature in blue ink

Annexure - 1

**Bidder information form for Preparing and maintaining the accounts for
JCTSL on mercantile basis for 2 years**

1.	Name of the Firm	
2.	Telephone No.	
3.	Mobile No.	
4.	Email ID	
5.	Office Address of the Firm (Head office/branch should be in Jaipur)	
6.	Date of registration with ICAI	
7.	Firm registration Number	
8.	RBI Unique code number	
9.	CEPAG Registration number	
10.	PAN No. of the Bidder	
11.	GST Number of Bidder	
12.	Name and Address of the Directors of the Company	
13.	Name , Designation and Address of Authorized Singnatory in this Bid	
14.	BANK DETAILS OF BIDDER	
	Name in the Bank A/C	
	Name of Bank	
	Name of Branch	
	Account Number	
	IFSC Code	
15.	Name of Government Undertakings, Corporations, Boards and Government Company where the firm had experience for 4 years	
16.	Period of experience for 4 years	From.....to.....
17.	Details of Bid document Fee/Cost	DD/BC No.....dated.....Amount 1180.00 Bank and Branch.....
18.	Details of Bid Security Amount	DD/BC No.....dated.....Amount 19000.00 Bank and Branch.....
		<u>Signature of the Bidder with Seal</u>
	(Name:	
		(Designation

***In case of authorized representative signing this document enclose copy of the Authority letter.**

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Annexure - 2

Name of the Firm

Address of the Firm

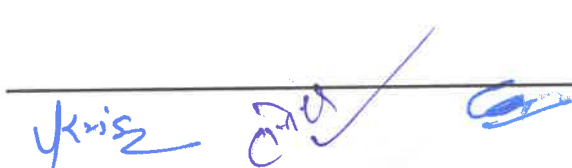
To,
The Managing Director
 Jaipur City Transport Services Ltd,
 2nd Floor, Old Working Women Hostel,
 Behind Nehru Place, Lal Kothi
 Tonk Road
 JAIPUR-302015.

Sub: Submission of bid for Preparing and maintaining the accounts for JCTSL on mercantile basis for 2 years

Ref: NIB No.....

1. We have examined and have no reservations to the Bidding Document. We declare that we fulfill the eligibility criteria in conformity with the Bidding Document and offer our services.
2. Our Bid shall be valid for a period of **90** days from the date fixed for the bid submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
3. If our Bid is accepted, we commit to obtain a Performance Security in the amount of **5%** percent of the total Contract Price for 2 years for the due performance of the order /Contract;
4. We are not participating, as Bidder in more than one Bid for the subject matter in this bid.
5. Our firm, its affiliates or subsidiaries, for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable laws;
6. We understand that this Bid, together with your written acceptance thereof included in your notification of award of order, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
7. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
8. We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the order /Contract till completion of all our obligations under the Contract;
9. We are submitting the documents with our bid as mentioned in point no. 1 of General Terms and conditions of bid.

Signature of the Bidder with Seal



STATEMENT OF PAST EXPERIENCE

I/ We..... (Name of firm) do hereby undertake that I/we have experience of working in Government Undertakings, Corporations, Boards and Government Companies, as per details given below:-

Financial Year	Name of Government Undertakings, Corporations, Boards and Government Companies	Time Period of experience	Remarks
2019-20		from..... to.....	
2020-21		from..... to.....	
2021-22		from..... to.....	
2022-23		from..... to.....	

Note:- Experience Certificate from concerned Government Undertakings, Corporations, Boards and Government Companies may be enclosed if available with CA firm.

Place :

Date :

Signature of the Bidder with Seal
Name and Designation of Bidder

Kris Citeg

AGREEMENT

This article of Agreement is made on this day between (the First Party) and **JCTSL Jaipur** (the Second Party).

Whereas the First Party has been engaged to provide services of accounting work to Second Party on contract basis from at Rs./- pm.

And Whereas the Second Party has agreed to further hire services of First Party for accounting work of **JCTSL Jaipur** on contract basis for **two years** and the First Party has agreed to provide these services to the Second Party in that capacity further for the period from 01/01/2024 to 31-12-2025 on the terms and conditions hereinafter contained and

NOW THESE PRESENT WITNESSES AND BOTH THE PARTIES HERETO RESPECTIVELY AGREE AS FOLLOWS:

1. **Period of contract**

The Chartered Accountant firm has been engaged for period 01/01/2024 to 31-12-2025 on which can be extended upon successful completion of the said period.

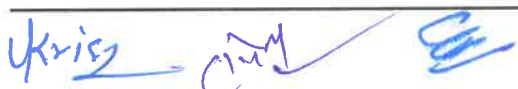
2. **Services to be Rendered and Consideration thereof:**

The First Party will provide the service at the place designated by the Second Party and render services to the Second Party described in detail in a job chart given below.

3. **Scope of Work of Chartered Accountant Firm**

The duties and responsibility of Chartered Accountant Firm are as under:-

1. To prepare and maintain accounts on tally on accrual and mercantile basis and make the project specific & subsidiary Accounts.
2. To prepare & examine monthly bank reconciliation statement and correspond with banks & reconcile bank A/c.
3. To prepare & furnish the accounting information to the board/management and audit team.
4. To calculate periodically the advance tax, GST/service taxes and any other taxes on basis of statutory provisions and deposit with the concerned authorities within the prescribed time limit.
5. To prepare GST and other tax returns and ensure timely filing of returns of statutory deductions including TDS, GST/service Tax, annual returns and other required returns of the Company, as per provisions of the prevailing laws.
6. To provide the relevant record, accounts and informations in getting the audit done from the statutory auditors of the company.
7. To furnish weekly, monthly, quarterly and annual financial information as and when required by JCTSL officials.
8. To ensure issuance of form 16 & 16A to JCTSL employees, service providers, contractors & consultants as per provision of Income Tax Act.
9. To advise JCTSL relating to various applicable taxes and in other matters from time to time.
10. To ensure compliance of all statutory requirements as may be applicable.
11. To represent JCTSL in tax related matters with various Govt. offices/Tax departments on behalf of JCTSL.



12. To advise and assist in the whole process of fund management for JCTSL including the following action:-
 - i. To provide information for preparing agenda for Management Committee or Board meeting for JCTSL.
 - ii. To assist in up keeping and maintaining all records of JCTSL properly.
 - iii. To assist in preparing weekly/ monthly/ quarterly/ six monthly progress report for JCTSL.
 - iv. To prepare the accounts of JCTSL on tally separately and all records including ledger, Bank Book, Journal and Subsidiary books etc. as permanent records for audit and inspection.
 - v. To assist on tax related matters of JCTSL, ensure timely deposit of TDS, TCS and GST /Service Tax.
4. **Monthly Consolidated Package**
In consideration of the services described in (point no. 3) above, the Second Party shall pay a consolidated fees amount of Rs.+ GST per month to the First Party.
5. **Working Hours**
The office hours will be from 9.30 am to 6.00 pm For Chartered Accountant Firm. (excluding Gazetted holidays.).
6. **Raising of Bills and Payment for Services Rendered**
Monthly fees shall be paid on submission of bill of service rendered to the Second Party of his/her authorized officer.
7. **Other Terms and conditions**
Gazetted/ Restricted Holidays: Gazetted Holidays declared by Government of Rajasthan shall be admissible to First Party. However, no restricted leave shall be admissible but one casual leave in a month shall be applicable.
2. **Travelling Allowance:** In case of tour as directed by Second Party, First Party shall be eligible for travelling allowance as under:
 - a. Travel Cost: First Party shall be provided reimbursement of travel cost on production of ticket of deluxe bus and 1st AC of Train.
 - b. Daily Allowance: The First Party shall be allowed daily allowance at the rate of class B officers of government of Rajasthan.
3. TDS on income, if due, shall be recovered from package payable to First Party.
4. All the terms and conditions of bid document, orders and addendums shall be the part of this contract.
8. **Annual Revision**
Second Party based on quality and efficiency of services rendered in the contractual period, may on its discretion, revise the consolidate package for the ensuing year.
9. **Action Against First Party**
Any unauthorized or willful absence from duty for a period of 7 days would entitle Second Party to terminate contract without any notice.
10. **Termination of Contract**
The agreement/contract period shall stand terminated automatically on expiry of stipulated period if not extended prior to stipulate date. First Party will not be entitled

Handwritten signature: Kris

for any claim for service rendered after expiry of stipulated date of contract.

11. Standards of Service

The First Party shall carry out the assignment in accordance with the highest standard or professional and ethical competence and integrity having due regards to the nature and purpose of the assignment.

12. General

This contract is issued on the understanding that all the information given by the First Party in his application form and during the interviews is correct, true and complete if it is found at any time that the information given when seeking appointment is not complete and true and/or any significant information has been knowingly suppressed, the Second Party will have the right either to withdraw the letter before the First Party joins or terminate appointment at any time the First Party has taken up services with the Second Party without any notice or compensation.

For.....

Signed by First Party

**Signed by authorized Signatory of
the Second Party**

Name.....

Dated:

Dated:

Witness 1

Witness 2

Signature

Signature

Name:

Name:

Address:

Address:

Kris *1/24* *CS*

Financial Bid/Price Bid (BoQ)

Remuneration is to be quoted on monthly basis for 2 years in words and figures only. GST and other taxes should be shown separately.

Name of Bidder CA Firm

(Amt. in Rs.)

	Basic Monthly Remuneration	GST Amount	Other Tax if any	Total Amount
In figures				
In words				

Note:

1. In case of Discrepancy between the prices quoted in words and Figures, lowest of the two will be considered.
2. TDS applicable as per rules shall be deducted from monthly remuneration.

Signature of the Bidder with Seal
Name and Designation of Bidder

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Annexure – A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

- i. 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;
- ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- iii. not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- iv. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- v. 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;
- vi. not obstruct any investigation or audit of a procurement process;
- vii. disclose conflict of interest, if any; and
- viii. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge consultant for the contract.

**Signature of Authorized Signatory
Name and Signature of Bidder
Designation with seal**

YKris *C124* *[Signature]*

Annexure – B

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Place

Date

Signature of Authorized Signatory
Name and Signature of Bidder
Designation with seal

Kris Cindy E

Annexure – C**Grievance Redressal during Procurement Process**

The Designation and address of the First Appellate Authority is Secretary, LSG.

The Designation and address of the Second Appellate Authority is Secretary Finance, (Budget).

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 proceedings:

2. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

4. Appeal not to lie in certain cases

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

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

5. Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

6. Fee for filing appeal

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- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

7. Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - i) Hear all the parties to appeal present before him; and
 - ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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FORM No. I

[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 (enclose copy) or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal 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

Y. Kris 2 *Ch* *S*

Annexure – D

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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

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

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

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

Ukrish Chandra

