

Government of Rajasthan
Office of Commissioner Industries & Commerce and
Special Secretary, Corporate Social Responsibility (CSR)
Udyog Bhawan, Tilak Marg, Jaipur - 302005

S.No. F.31(CI/IE/REPC/2021-22

Date :- 30.12.21

Notice Inviting Bid

Commissioner Industries & Commerce, Government of Rajasthan invites EOI for appointing a Full Time Project Management Agency for Exporters' Facilitation Centres from reputed and experienced bidders to support, protect, maintain, increase and promote exports & support Export Oriented Units (EOUs) & their allied activities in Rajasthan.

Bidding Documents can be downloaded from Date: 30.12.2021, Time- 5:00 P.M.

Mode of Submission online through e-procurement system at <http://epoc.rajasthan.gov.in> and <https://sppp.rajasthan.gov.in>

Detailed description of the work attached with Bid documents available on departmental website of Commissioner Industries & Commerce, Govt. of Rajasthan.



(R.K. Aameria)

**Additional Director,
Industries & Commerce
(Head of Office)**

S.No. F.31(CI/IE/REPC/2021-22

Date :-

Copy to :-

1. Notice Board (Head Office)
2. Office Copy



**Joint Director,
Industries & Commerce**



RAJASTHAN EXPORT PROMOTION COUNCIL

(Under Department of Industries & Commerce, Rajasthan)

EXPRESSION OF INTEREST (EOI)

EOI No. _____

Date _____

**TO APPOINT A FULL TIME PROJECT
MANAGEMENT AGENCY (*PMA*) FOR
EXPORTERS' FACILITATION CENTRES
UNDER
'MISSION NIRYATAK BANO'**

*An Initiative by
Office of Commissioner, Industries & Commerce
and
RIICO Limited, Rajasthan*

**Udyog Bhawan, Tilak Marg, C-Scheme,
Jaipur-302005**

CIN:U85300RJ2020NPL068261

W

EOI for Appointing a Full Time Project Management Agency for Exporters' Facilitation Centres

A. ABOUT RIICO & REPC

Rajasthan State Industrial Development and Investment Corporation Limited (RIICO) is a Government of Rajasthan Undertaking engaged in development of Industrial Infrastructure and catalysing investment in the State, through its 30 Regional Offices all over Rajasthan. RIICO has so far established 362 Industrial areas in the State and is in the process of setting up more I/As.

Rajasthan Export Promotion Council (REPC) is a not for profit organization, constituted under the Notification of Department of Industries, Government of Rajasthan. The Council has been incorporated as a Company U/S 8 of Indian Companies Act 2013 by the Ministry of Corporate Affairs. The Council will be working under the close guidance and assistance of Government of Rajasthan. The REPC will work for the promotion of Exports in the state as per the provisions of the Foreign Trade Policy of Government of India.

The Rajasthan Export Promotion Council is committed to work for the overall development of all manufacturing, service and business sectors right from entrepreneurship development, export infrastructure development and export ecosystem development for the export in Rajasthan and outside. The Rajasthan Export Promotion Council shall coordinate with all the stakeholders in the value chain and whole process of exports to establish and enhance contacts within and outside India for better business growth.

The Rajasthan Export Promotion Council shall work as a common umbrella for all sectors and all type of enterprises. The Council shall also execute the suggestions of the State level apex coordination committee (*Rajasthan Export Promotion Coordination Council - REPCC*). The council also aims to handhold the enterprises and helps them to explore business opportunities across the globe with the broader aim to project Rajasthan as the top exporter in the World.

B. PURPOSE OF THE BID

For round the clock handholding support to the exporters there is an acute need to establish the Export Facilitation Centres. The objectives of such proposed Export Facilitation Centres are as follows.

OBJECTIVES

- i. To support, protect, maintain, increase and promote exports from Rajasthan.
- ii. To develop, promote & support Export Oriented Units (EOUs) & their allied activities in Rajasthan.
- iii. To fulfill RIICO's objective of providing assistance to exporters by helping them in setting their units in EPIPs/SEZ/EOUs etc.
- iv. To assist in granting awards, scholarships, or suitable financial assistance to deserving persons in the field of export sector.



- v. To assist in organizing& participating in International/national exhibitions, fairs, seminars, workshops, conferences and buyer-seller meets.
- vi. To assist in promoting and exchanging the latest technological development for export promotion.
- vii. To provide consultancy, technical and commercial assistance in the field of export.
- viii. To maintain a library and publish literature, periodicals and house journal in the field of exports.
- ix. To send out trade missions from the State to foreign countries for export promotion.
- x. To educate members about the market situations, opportunities and avenues in the international market about Indian products exported from Rajasthan.
- xi. To maintain a modern data bank on exports statistics and collect and disseminate information in the field of export sector.
- xii. To establish a permanent display center for catalogues, brochures, products, machinery, tools, consumables, etc.
- xiii. To prepare guidelines for prospective exporters, marketing professionals etc.
- xiv. To take consultancy for regional and product/service specific issues encountered by the industry/trade.

C. BID DOCUMENT:

Bid document can also be downloaded from websites: www.industries.rajasthan.gov.in , www.repc.com, www.eproc.rajasthan.gov.in and www.sppp.rajasthan.gov.in

D. EOI ISSUER:

Office of Commissioner, Industries & Commerce, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 is the EOI Issuer.

E. KEY EVENTS:

S.No.	Event's Name	Date & Time
1.	Publishing Date	30-12-2021
2.	Bid Download Start Date	30-12-2021
3.	Bid Submission Start Date	30-12-2021
4.	Bid Submission End Date	19-01-2022
5.	Date, time & Place for Pre-Bid meeting	10-01-2022
6.	Bid Opening Date (Technical)	19-01-2022
7.	Submission of proof of tender fee & RISL processing fee	19-01-2022
8.	Opening of the Financial Proposal of the Technically Qualified bidders.	Will intimate later
9.	Bid Security Deposit	Bid Security Form as per Annexure-II on stamp paper of Rs. 50/-
10.	Tender and Processing Fee	Rs.10,000/- + 18% GST, Total Rs.11,800/- as Tender Fees & Rs.500/-as RISL Processing Fee.
11.	Performance Security	2.5% of the Cost of Bid, to be deposited by the successful bidder
12.	Bid Validity Period	120 Days

Note:-

- All above events will be held at REPC Head Office situated at Udyog Bhawan, TilakMarg, Jaipur
- In the event of the date specified above being declared as a holiday for REPC, the due date will be the next working day.

F. ELIGIBILITY CRITERIA:

Overall evaluation will be done on two basis – Pre-qualification and thereafter on Technical qualification basis.

Pre-qualification evaluation

S.No.	Criterion	Whether Met	Supporting documents to be submitted
1.	The respondent bidder should have submit the bod security and also the Tender Cost Rs.10,000.00+GST in form of RTGS/NEFT.	Yes/No	Bank UTR Receipt/Number
2.	The bidder must be a registered legal entity in India, and must be having its Head Office in Jaipur and should have been in operation for a period of at least 15 years.	Yes/No	Certificate of incorporation / Registration Certificate
3.	Experience of the bidder with other Organisations/Govt. Departments in form of Empanelment with atleast 2 departments for providing different types of Support services/Helpdesk, is the most important criteria.	Yes/No	Copy of such empanelment/agreements with other Govt Departments/PSU of repute
4.	The bidder shall not be blacklisted by any Central / State Government (Central/State Government and Public Sector)) or under a declaration of ineligibility for corrupt or fraudulent practices.	Yes/No	A self-certified letter by the authorized signatory
5.	The bidder should have a positive net worth profit for the latest three financial years (3) Financial Years as revealed by Audited Balance Sheets.	Yes/No	Copy of Audited Financial Statement/ Certificate from Statutory Auditor
6.	The bidder should have made a net profit for the latest three financial years(3) Financial Years as revealed by Audited Balance Sheets.	Yes/No	Copy of Audited Financial Statement/ Certificate from Statutory Auditor
7.	The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this EOI	Yes/No	A self-certified letter by the authorized signatory



TERMS & CONDITIONS

Terms and Conditions relating to submission of Tender :

1. Tender forms shall be filled online through www.eproc.rajasthan.gov.in. No Physical tender shall be accepted.
2. **Scope of Work:**

Overview of the Scope of Work

The primary objective of this EOI is to appoint a Project Management Agency to facilitate the Exporters in the State of Rajasthan under Mission *Niryatak Bano*. PMAs main role is to provide all such help to the current or proposed exporters of the State of Rajasthan and help REPC in achieving their objectives for which REPC is formed.

PMA will develop and maintain their Helpdesk/Export Facilitation Centres at all 7 Divisional Headquarters i.e. Ajmer, Bharatpur, Bikaner, Jaipur, Jodhpur, Kota & Udaipur and also one Monitoring Office at Jaipur.

Services to be rendered at the Divisional HQs through Helpdesks:

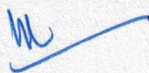
- To the Exporters

- a. The PMA will provide a single window solution to the current/prospective exporters from the particular districts covered under respective Divisional Headquarters, towards their international trade related queries, and will work as part of the Government of Rajasthan's "Mission *Niryatak Bano*" initiative.
- b. The PMA will work under REPC to help the current/Proposed Exporters of the State of Rajasthan and will have to provide them with all the possible help and advice regarding the hindrances they are facing to establish themselves in the international market or regarding the various schemes of the Government of Rajasthan.
- c. The PMA will provide guidance and support to new and existing exporters in context of information about export opportunities, procedure for setting up an industry & approvals required.
- d. Understanding, noting and resolving the queries of the current/proposed exports of the State of Rajasthan, will be the underline working module for the PMA.
- e. The PMA will also be required to take into consideration all the suggestions made by the REPC time to time.

Services to be rendered at the Monitoring Unit at Jaipur:

- To REPC

- a. The PMA will control all the Helpdesks at the Divisional HQs and provide them with all the required updated data/information.



- b. The PMA will design such projects which can help REPC to generate revenue and the fees for such projects will be payable on the basis of the success rate of that project, which will be elaborated in the project itself. Also, post sanctioning of the project, its implementation will also be the part of duty of the PMA, fees for which will be paid on the case to case basis, to be decided within the project itself.
- c. The PMA will have to conduct time to time training program/seminars etc.
3. Infrastructure Set-up : All the Infrastructure related arrangements such as space, furniture and computer systems, etc. will be provided by the REPC at all the locations.
 4. Manpower Requirements : PMA will have to deploy atleast 2 resource person at every Divisional Hq through Helpdesk and atleast 2 resource person for Monitoring Unit at Jaipur, hence a total of atleast 16 manpower needs to be deployed for the purpose.
 5. REPC reserves the right to reject any offer without assigning a reason. Only shortlisted parties will be called for presentations.
 6. Canvassing in any form would result in rejection of the tender.
 7. At the time of bidding, the participant entity will submit an undertaking that it was has not been blacklisted in the last 3 years for any professional misconduct/ misrepresentation.
 8. Delay in submission of additional information or clarifications sought by REPC may be liable for rejection
 9. If in response to this bid, the bidder makes any claim, which does not reflect the truth or is material representation of facts, the bid will be liable for rejection
 10. The approved bidder shall be deemed to have carefully examined the conditions, specifications, etc. If he has any doubts as to the meaning of any portion of the conditions or of the specification, etc, he shall before sign the contract, refer the same to the concerned officer and get clarifications.

11. Details of Tender:

Name of Work	Approx. value of work (Rs. In lac) (Exclusive of GST)	Bid Security	Tender Fee & processing fee	Period of Engagement
Tender for appointing a Project Management Agency to facilitate the Exporters in the State of Rajasthan under Mission Niryatak Bano	100.00 Lacs	In Bid Security Form as per Annexure-II on stamp paper of Rs.50/-	Rs.10,000/- + 18% GST, Total Rs. 11,800/- as Tender Fee & Rs. 500.00 as RISL processing fee	The PMA shall be engaged for a period of 01 year, which can be further extended for next 06 months.

12. Price

The Price is to be quoted by the bidder on the basis of resources to be deployed by them and all other costs such as infrastructure etc. will be provided by the REPC. Selection of bidder will be on the basis of **Quality Cum Cost Based Selection (QCBS)** i.e. 70% for technical score & 30% for financial score.

13. Bid Evaluation

Bidders should clearly indicate, giving explicit supporting documentary evidence, with respect to the above, in absence of which their proposals will be rejected summarily at this Pre-Qualification stage itself.

The technical qualification bids will be opened for those bidders who are able to qualify in the pre-qualification stage. The procurement committee set up vide order of The Commissioner Industries Rajasthan, no. एफ 5(293) आ.उ./लेखा-1 अनु./कय समिति/2014-15 dated 03-11-2014 will evaluate the technical proposals on the basis of their responsiveness to this EOI and applying the evaluation criteria as specified below.

An Evaluation Score (ES) shall be assigned to each prospective bidder on the basis of the technical bid submitted. The technical evaluation score shall be based on the number of points that shall be awarded as per the following Evaluation Criteria table:

S.No.	Technical Evaluation (ES) Criterion	Maximum Score	Supporting documents to be submitted
1.	Profile	50	
	1.1 Annual Turnover in the FY 2020-21 Atleast Rs.1.5 Crores More than Rs.1.5 Crores	10 20	Copy of Audited Financial Statement/ Certificate from Statutory Auditor
	1.1.1 Positive Net worth of the agency in the FY 2020-21 Atleast Rs.50 Lakhs More than Rs.1 Crores	10 20	
	1.2 Head Office in Jaipur	10	Certificate of incorporation / Registration Certificate
2.	Experience	10	
	3.1 Empanelment with Govt Organisations/PSUs - Atleast 2 with Central/State Govt Organisation/PSU - Another 2 with Central/State Govt Organisation/PSU	10 05	Copy of such empanelment/agreements with other Govt Departments/PSU of repute
3.	Presentation	40	
	Presentation on the proposed work plan	40	Presentation

Presentations-

The evaluation committee will invite the eligible bidders (By securing 35 marks out of 60 marks) to make a presentation to the REPC at a date, time and location notified by the REPC. The purpose of such presentations would be to allow the bidders to present their

Approach & Methodology to the committee and also most importantly the proposed Revenue Model for REPC.

Bidders, whose bids are responsive, based on minimum qualification criteria/ documents as in Pre-Qualification Criteria and score at least 70% in the above defined scoring mechanism would be considered technically qualified and will be selected for opening of the Financial bid.

The said evaluation committee / purchase committee will consist of the following persons as per the order of The Commissioner Industries Rajasthan, no. एफ 5(293) आ.उ. / लेखा-1 अनु. / क्रय समिति / 2014-15 dated 03-11-2014 :

1. Commissioner - Industries & Commerce (Member)
2. Financial Advisor - Industries & Commerce (Member)
3. Additional Director - Head of Office (Member)
4. Joint Director Exports (Member Secretary)
5. A.C.P. Industries & Commerce (Member)
6. CEO Rajasthan Export Promotion Council (Member)

In evaluation of the proposals the Quality Cum Cost Based Selection (QCBS) process shall be followed as per the formula as under:-

To allow comparison on a common basis, each Financial Proposal will be carefully scrutinized in accordance with the procedure. The lowest evaluated Financial Proposal will receive the maximum score of 100 marks. The score for each other Financial Proposal is inversely proportional to its ETP (*Evaluated Total Price*) and will be computed as follows:

$$S = (T/T \text{ High} \times 70) + (C \text{ Low}/C \times 30)$$

Where:

S = Score of the applicant

T = Technical score of the applicant

T High = Highest Technical score among the applicants

C Low = Lowest Quote among the applicants

C = Quote as provided by the applicant

The applicant securing the highest score becomes the successful applicant.

Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weightage of 70% and 30% respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each applicant. After approval of the competent authority, successful applicant will be notified. The competent authority reserves all rights to accept or reject any or all proposals without assigning any reason for his decision.

14. AWARD OF CONTRACT: On completion of selection process, the agency selected shall be awarded the contract by issuing the Letter of Award (LOA).

15. The bidders have to deposit the requisite Tender fee and processing fee through RTGS/NEFT/Interbank transfer (through their bank account) and enclose the scanned copy of Unit Transaction Reference while submitting the bid

The details of the bank account of Rajasthan Export Promotion Council, are as under:

Name of Bank : HDFC Bank Limited
Branch : Bapu Nagar, Jaipur
Branch Address:1-2, Sun Tower, Bapu Nagar, Jaipur
Account No. : 59200017022020
IFSC Code : HDFC0002838 (the fifth character is zero)

16. PENALTY CLAUSE

For any delay in delivery of product/services the provisions of RTPP Act, 2012/RTPP Rules, 2013/GF & AR would apply wherever applicable.

17. PERFORMANCE SECURITY:

Security @ 2.5% of the final cost in the form of performance security of the work will have to be deposited by the successful tenderer.

The client on its part would ensure that after the satisfactory completion of the contract the security money is returned within 1 month.

However delay in return of the security money by the client will not invite any penalty on the client, but the client will inform the agency in writing about the cause of delay.

18. Release of Payment:

No advance payment. Payment will be made on Monthly mode after deducting the requisite TDS.

19. Validity: Tenders shall be valid for a period of 120 days from the date of opening of Technical bid.

20. REPRESENTATION & WARRANTIES

The Agency hereby represents and warrants to the client that

- a) By entering into this agreement, it does not violate any obligations, under any other contracts entered into by it.
- b) No suit has been instituted against him for insolvency or bankruptcy, or for winding up proceedings.
- c) He is competent to enter into this agreement.
- d) He shall not assign or transfer his rights/obligations under this agreement.

21. CONFIDENTIALITY

The Agency undertakes that it shall keep strictly secret and confidential and shall not disclose, divulge or reveal during the continuance of this agreement or at any time thereafter the confidential information disclosed, communicated or given by the client relating to the products, whether disclosed or communicated to the Agency under this agreement or gained or otherwise acquired by the Agency under or by virtue of or as a result of the implementation or performance of its obligation under this agreement.

22. INDEMNITY

The Agency shall indemnify and keep indemnified the Client against any loss or costs, charges and expenses to be incurred or suffered by the Client by reason of or as a result of the Agency doing any act contrary to the provisions of this agreement.

23. FORCE MAJEURE

Neither party shall be liable to the other for any delay or failure in the performance of any of its duties and obligations under this agreement to the extent that such delay or failure is caused due to a Force Majeure event. The party having any such cause shall promptly notify to the other party in writing of the nature of such cause and the expected delay. Force Majeure event include fire, earthquake, flood, epidemic, riot, civil disturbance, war, civil commotion, illness, act of any sovereign including but not limited to war, invasion, acts of god or other act which are beyond the control of any Party, or for any other reason which cannot reasonably be forecast or provided against, and which cannot be predicted by men of ordinary prudence.

24. ARBITRATION

Any and all claims, disputes, controversies or differences arising between the parties out of or in relation to or in connection with this agreement or with a breach thereof, which cannot be satisfactorily settled by correspondence or mutual conference between the parties hereto, shall be determined by arbitration. Head of the organisation i.e. Commissioner, REPC will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. The venue of such arbitration shall be Jaipur and the language of arbitration shall be in English.

25. JURISDICTION

All legal proceedings, if necessity arises to institute, by any of the parties shall have to be lodged in courts situated in Jaipur and no elsewhere. This agreement will be deemed to have been made in Jaipur.

26. NON-EXCLUSIVE

This agreement does not establish the Agency as the exclusive Agency of the Client during the term of this agreement or otherwise.

27. NOTICE

Any notice given under the agreement signed shall be sent by letter or fax to the usual address or last known place of business and shall be deemed to have been received by the addressee in ordinary course of post, if by letter or instantly in case of fax.

28. ENTIRE AGREEMENT:

This agreement constitutes the entire agreement with respect to the subject matter hereof, and may only be modified or amended in a written document signed by both parties. However, for issues & points not covered under this agreement, RTPP Act, 2012/RTPP Rules, 2013/General Financial & Accounts rules (GF&AR) of

Government of Rajasthan shall apply.

29. WAIVER:

No waiver or breach of any provision of this agreement shall constitute a waiver of any other provision, and no waiver shall be effective unless made in writing and signed by an authorized representative of the party against whom such waiver is to be enforced. In the event that any provision of this agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the agreement shall continue in full force and effect.

30. MODIFICATION:

This agreement will be executed on a Non-Judicial stamp paper of Rs. 500/- in duplicate and one copy will remain with the Client and the other with the Agency.

The expenses of completing and stamping the agreement shall be paid by the agency and REPC shall be furnished free of charge with one executed stamped counter part of the agreement

Any modifications of this agreement shall be made in writing by mutual consent of the parties.



PART - II
Rajasthan Exports Promotion Council, Jaipur

Financial Bid Format

1. Tender for "Appointing Full Time Project Management Agency for Exporters Facilitation Centres under *Mission Niryatak Bano*

(Sample BoQ : Don't fill rates here)

Sr.No	Item No and Description	Rate in Rupees per Annum (Exclusive of GST)
1	For Providing Helpdesks at 7 Divisional Head Quarters and 1 Monitoring Unit at Jaipur with requisite manpower, atleast 2 requisite qualified Manpower at each Location)	

2. Name of the Bidder:-
3. Authorized Signatory:-
4. Seal of the Organization:-
5. Date:-
6. Place:-
7. The offer is valid up to 120 days.

Date:

**Signature of the Tenderer(S)
alongwith stamp of the
firm/company**

W

(To be executed on a Non Judicial Stamp Paper of Rs.500/-)

Annexure-I

UNDERTAKING

This deed of undertaking is executed at Jaipur on this _____ day of _____, 2021 by M/S _____, R/o at _____ which shall be deemed to include his heirs, successors, executors and administrators.

Whereas the REPC has invited tenders for **"Appointing Full Time Project Management Agency (PMA) for Exporters Facilitation Centres under Mission Nirvyatak Bano"** and on accepting our tender, order No. _____ dated _____ has been issued to us.

Whereas under the terms & conditions of the tender we have to furnish an undertaking to maintain all the equipments during the period of contract as mentioned in the maintenance order, accordingly we hereby undertake as follows: -

- (1) That we undertake to follow the terms & conditions of tender and other instructions issued by RIICO from time to time in this regard.
- (2) That we undertake to maintain all the equipments during the period of warranty as per purchase order.
- (3) That we shall not impose any additional terms & conditions during Warranty Period.
- (4) That in case of dispute with regard to terms & conditions of the tender, maintenance order or maintenance of the equipment's mentioned, The decision of Managing Director shall be final and acceptable to us.
- (5) That at any stage, if any information, statements, certificates, documents etc., submitted by us, are found false, incorrect, incomplete etc., then our tender/ order shall be treated as cancelled with immediate effect and our earnest money/security money/due payment shall stand forfeited.
- (6) That the payment schedule mentioned in the maintenance Order/Tender is hereby accepted by us.

Signature & Official seal of the Tenderer

Note: 1. No other form of undertaking shall be accepted



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 RTTP Rules 2013.

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 _____



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. 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.

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; Date: Signature of bidder Place: Name : Designation: Address:



Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is General Manager (Civil). The designation and address of the Second Appellate Authority is Financial Advisor.

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to 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: Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder 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

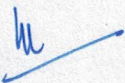
- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) 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

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be nonrefundable.
- (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.



FORM No. 1

[See rule 83]

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

Appeal Noof Before the
(First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address: 2

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 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

