

RAJASTHAN HIGH COURT BENCH, JAIPUR

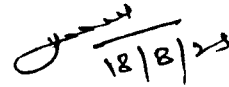
No. /RHC/B/STORE/2023-24/ 145

Date: 18.08.23

Notice Inviting E-Bid

E-Bid are invited upto 5.00 PM of 12.09.2023 for **procurement of translation services** for translation of **judgments of Hon'ble Supreme Court and Hon'ble Rajasthan High Court**. Details of NIB may be seen in the Bidding Documents at our office or website of State Public Procurement Portal <http://sppp.raj.nic.in> (UBN No. H.C.J. 2324 WSR.C.00006.....), <http://eproc.rajasthan.gov.in>, www.hcraj.nic.in and may be downloaded from there.

Note :- If any amendment is carried out in the term & conditions of the tender following pre-bid meeting, the same will be uploaded on the above mentioned websites only.


18/8/23

REGISTRAR (ADMN.)

RAJASTHAN HIGH COURT BENCH, JAIPUR

E-bid for procurement of translation services for translation of Judgment of Hon'ble Supreme court and Hon'ble Rajasthan High Court.

Bid Reference No. /RIICB/STORE/2023-24/145 Date: 18.8.23

Downloading of bid document
Start Date and time : 18.08.2023 05.00 pm.

Clarification start date : 22.08.2023 10.00AM

Clarification end date : 28.08.2023 5.00PM

Pre-Bid conference : 29.08.2023 1.00PM

Last date and time of
submission of online bid : 12.09.2023 5.00PM

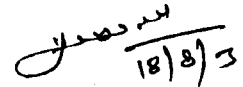
Last date and time to deposit physical
form of DD/BC for cost of bid document,
RISL processing fees and Bid security : 13.09.2023 1.00 PM

Technical Bid opening date and time : 13.09.2023 3.30 PM

Cost of bid document : Rs. 500/-

RISL processing fee : Rs. 500/-

Estimated cost : Rs. 20.00 Lacs.



REGISTRAR (ADMN.)

BID DOCUMENT

The Registrar (Admn.), Rajasthan High Court Bench, Jaipur invites E-bids from reputed agencies, for procurement of translation services for translation of Judgements of Hon'ble Supreme Court and Hon'ble High Court.

(A) Scope of work:

1. The work would include the following:

- i. Translation of reportable judgments including headnotes of Supreme Court of India and Rajasthan High Court from English to Hindi language and vice versa.
- ii. Details of reportable judgments for translation will be given by Rajasthan High Court from time to time and judgments will have to be downloaded from official website of Supreme Court of India (through eSCR Portal url :- <https://judgments.ecourts.gov.in/pdfsearch/index.php>) and Rajasthan High Court (www.hcraj.nic.in).
- iii. Number of pages will be counted from original judgments of Supreme Court and Rajasthan High Court for the purpose of payment.
- iv. Entire work of translation will have to be performed by the bidder using its own infrastructure and premises.
- v. Translated version of judgments will have to be provided in soft copy. However, hard copy of translated judgments on 80GSM photostate paper on single side printing will have to be provided as and when directed by Rajasthan High Court.
- vi. Translated judgment formatting details-
 - Paper Size- Legal
 - Font - Unicode Type Font
 - Font Size - 14"
 - Margin - Left=4cm; Right=2.5cm; Top=2.5cm; Bottom=2.5cm;
 - Line Spacing - 1.5 line
 - Indentation - Quote of any referenced judgment or law with indent L=1.5 cm; R=1.5cm
 - Pagination - At the centre of Footer of every page
- vii. Translated judgment will have to be verified & authenticated by the bidder at its own and following Disclaimer shall be used on the next to last page of translated judgment-

“अस्वीकरण- इस निर्णय का अनुवाद स्थानीय भाषा में किया जा रहा है, एवं इसका प्रयोग केवल पक्षकार इसको समझने के लिए उनकी भाषा में कर सकते एवं यह किसी अन्य प्रयोजन में काम नहीं ली जायेगी। सभी आधिकारिक एवं व्यवहारिक उद्देश्यों के लिए उक्त निर्णय का अंग्रेजी संस्करण ही विश्वसनीय माना जायेगा एवं निष्पादन एवं क्रियान्वयन में भी उसी को उपयोग में लिया जायेगा।”

Disclaimer : The translated judgment in English language made for the restricted use of the litigant to understand it in his/her language and may not be used for any other purposes. For all practical and official purposes, the original version of the judgment shall be authentic and shall hold the field for the purpose of execution and implementation.
- viii. Rajasthan High Court has all right reserve to change/ modify the aforesaid conditions in respect of formatting and translation work.

2. OTHER CONDITIONS:

- i. **Turn-around time:** The selected service provider shall complete the translation work of 25,000 pages as early as possible but not later than 15 March, 2024. Delay in the work performance will be dealt according to RTPP rules 2013.
- ii. The selected bidder shall provide main soft copy of the translated material in hard-disk.
- iii. The service provider shall attend all the meeting as may be convened by the RHC, Jaipur for review of the work.
- iv. The selected service provider shall incorporate all the comments and observation as may be made by the RHC, Jaipur in the work.
- v. The translation work is to be duly certified by the selected service provider.
- vi. Point(s) of Contact (POC) - The bidder shall designate key personnel as POC(s) for coordination of file transfer method(s), turnaround times, translation delivery, feedback and serve as general contract liaison.

3. Quality Check

- i. Necessary proof reading of the material translated for its authenticity will be the responsibility of the Selected Service Provider. In case of negligence, it will be the responsibility of the Selected Service Provider. Selected Service Provider must ensure:
- ii. Delivered target text is complete – no omissions and additions are permitted
- iii. The target text is faithful, accurate and consistent rendering of the source text
- iv. terminology and lexis used are consistent with the source text
- v. target text has no syntactical, spelling, punctuation, typographical or other grammatical errors
- vi. any specific instructions given by the authorising department are followed and agreed deadline is scrupulously respected
- vii. Any errors in the deliverables must be corrected by the bidder free of charge immediately and corrected text must be returned immediately.
- viii. The RHC B, Jaipur will also provide regular feedback on the quality of translation, based on which improvements shall be made in the quality of the output by the Selected Service Provider.

4. Confidentiality & Secrecy

- i. Secrecy of the matter given should be maintained at all times by the Selected Service Provider.
- ii. Selected Service Provider shall be required to acknowledge that the copyright of the translated text, whether from English to Hindi or vice versa rests with the RHC B, Jaipur. The Selected Service Provider has to unconditionally undertake and agree to indemnify RHC B, Jaipur for any claim in any manner for ownership of the publication/document/or any part thereof if preferred by any party regarding the content or text.
- iii. The Service Provider so selected will not be authorized to reproduce/reprint/transmit to a third party in any manner including photocopying, photographing, cyclostyling, microfilming, scanning or any electronic means of copying or any other means whatsoever without the written permission of the RHC B, Jaipur.

5. Resource persons

- iv. List of permanent/hired Key Personnel of the Bidder along with their qualification and experience shall be submitted to the RHC B, Jaipur.
- v. Selected Service Provider will be required to adhere to the resource persons listed and submitted to the RHC B, Jaipur to carry out all of the RHC B, Jaipur work.
- vi. Any change in the list of the resource persons shall be brought to the notice of RHC B, Jaipur.
- vii. Resource persons of the Service Provider should hold graduate or postgraduate degrees in any one language, or in translation in the relevant languages from reputed national/state level universities, or should have completed translation course from Central Translation Bureau (MHA) with Grade A, or should have work experience as a Translator with Govt. of India/State Governments, or with reputed organisations/companies in India.
- viii. Minimum of 2 Resource persons must participate in the Test conducted by the RHC B, Jaipur. Resource persons, who participate in the test during the technical Evaluation for selection of the Service Provider, should necessarily and primarily handle RHC B, Jaipur work .
- ix. In case the resource person who participate in the test is to be replaced, it is the sole responsibility of the Selected Service Provider to give the suitable replacement to the RHC B, Jaipur. In this case, Selected Service Provider has to obtain prior approval of the RHC B, Jaipur before deploying the new resource person.

(B) Validity & Extension of Contract: The contract will be signed initially for translation of 25000 pages which may be extended at the sole discretion of the RHC, Jaipur on the existing terms & conditions and with the written consent of the concerned Selected Service Provider.

(C) A two bid system (Technical & Financial Bids) will be followed. The technical bids shall be opened online on e-proc portal in the presence of those Bidders who may desire to be present at that time. The Technical Bid/presentation will be evaluated by Technical Evaluation Committee.

(D) Minimum Eligibility Criteria:

- i. Individuals who have done freelancing/piecemeal/job work are not eligible to participate in this tender.
- ii. Bid security of Rs. 40,000/- (Rupees Forty thousand only) in the form of Demand Draft in favour of Registrar (Admn.), RHC, Jaipur payable at Jaipur. In case of Micro and Small Enterprises (MSEs) of Rajasthan as defined in MSME Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) and SSI units Rs. 10,000/- (Rupees Ten Thousand only) [Subject to production of required MSME /SSI certification]. Cost of bid document Rs. 500 /- in form of DD / Bankers cheque in favour of Registrar (Admn.) RHC, Jaipur payable at Jaipur, RISL processing fee of Rs. 500/- in the form of DD / Bankers cheque in favour of MD, RISL Jaipur payable at Jaipur. These fee are to be paid three separate DD or Bankers cheque and to be submitted in physical form in the office of **Registrar (Admn.) RHC Jaipur on date** and their scanned copies to be uploaded in technical bid.
- iii. Bids will be opened after ensuring receipt of bid document fee alongwith processing fee and bid security in the absence of bid document fee and processing fee and bid security deposit the bid will be rejected and will not be opened.
- iv. The Bidder must hold valid PAN/GST registrations.
- v. A minimum of two years of relevant experience of work with reputed organizations, Govt. Ministries/departments would be preferable.
- vi. The average annual turnover of the bidder should be at least Rs 20 Lakh for the last three financial years - The bidder is required to submit a certificate from its auditor to this effect. The turnover figures for the preceding three financial years should also be marked clearly on the balance sheet. Turnover figures only for complete (not partial) financial years shall be accepted.
- vii. The bidder should neither be blacklisted by any Govt. Department nor should any Criminal Case be registered against the bidder or its owner or partners anywhere in India.
- viii. Bidder must have filed ITRs for the last three years.

(E) Pre-bid Meeting: A prospective applicant, requiring a clarification on the Tender document shall notify RHC, Jaipur via email to regadmnrhcb@gmail.com within the time-frame as indicated in the Data Sheet.

RHC, Jaipur will conduct the Pre-bid Meeting in Rajasthan High Court Bench, Jaipur office to address the submitted queries. Responses to the queries notified through email will be uploaded on e-proc portal.

Note :- If any amendment is carried out in the term & conditions of the tender following pre bid meeting, the same will be uploaded on State Public Procurement Portal <http://sppp.raj.nic.in>, <http://eproc.rajasthan.gov.in>, www.hcraj.nic.in

(F) Submission of Bids:

The bidders should upload their bids on e-proc Portal in two separate parts, viz.:

- i. Technical Bid: The bidding agencies are required to submit documents as detailed in **Annexure I**. Only the bids complying with the Minimum Eligibility Criteria shall be allowed to participate in the technical bid.
- ii. Financial Bid: to be submitted as described in para (E).

(G) Technical Evaluation:

- i. Only the agencies who fulfill the Minimum Eligibility Criteria and upload the documents as mentioned in Annexure I shall be eligible for technical evaluation. Such agencies shall be required to undergo a technical evaluation.
- ii. Technical evaluation shall also include the following skill tests: Translation test - English to Hindi
Translation test - Hindi to English
- iii. All the tests shall be carried out offline at RHCB, Jaipur.
- iv. The technical evaluation of the bidders shall be made on the following points:

No of Graduate employees working with the bidder	Max. 10 marks [1 <= 10 = 2 marks 10 <= 20 = 4 marks 20 <= 30 = 6 marks 30 <= 40 = 8 marks > 40 = 10 marks]
Number of work orders (piece work or work of less than 5000 pages with reputed organisations, Government ministries/departments) - Translation in Hindi, English languages	Max. 5 marks [1 – 2 = 1 marks 3 – 4 = 2 marks 5 – 6 = 3 marks 7 – 8 = 4 marks > 8 = 5 marks]
Number of long term contracts/empanelment (agreements of 5000 pages or more than 5000 pages) - Translation in Hindi, English languages	Max. 5 marks [1 – 2 = 1 marks 3 – 4 = 2 marks 5 – 6 = 3 marks 7 – 8 = 4 marks > 8 = 5 marks]
Average turnover of the bidder over the last three financial years	Max. 5 marks [= 20 lakhs = 4 marks > 20 lakhs = 5 marks]
Quality of translation sample [it is expected that bidder is well conversant in the terminology used by Courts of India and well versed in their use]	75 marks English/Hindi translation Note: Marks in this section will be proportional to the accuracy in the test. For eg, If the accuracy is 90%, then marks will be 90% of maximum marks allowed. Marks will be rounded off upto 2 decimal points.
TOTAL	Max. 100 marks

- The minimum qualifying score shall be 80.

(H) Financial Bid:

- i. Only the agencies who qualify the Technical evaluation round, will be eligible to participate in the financial bidding round. The date and time for opening of the Financial Bid will be intimated on a later date.
- ii. The bidder will quote their 'Rs. per page rates' (inclusive of applicable taxes) for the following:
 - Translation charges-English to Hindi/Hindi to English
 - Charges for hard copy printed on 80 GSM photostat paper

** A single rate shall be required for English to Hindi/Hindi to English*

- iii. No change in financial bids shall be allowed after the last date of submission of tender documents.
- iv. After evaluation of bids, the L1 (lowest financial bid) bid will be selected.

(I) Terms & Conditions:

- i. Proposals received after closing date and time will not be entertained.
- ii. Rajasthan High Court Bench, Jaipur (RHCJ, Jaipur) reserves the right to extend the last date and time for submission of the bids at its own discretion.
- iii. The bidder shall bear all costs associated with the preparation and submission of its bids and the RHCJ, Jaipur will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between any of the bidders and the RHCJ, Jaipur until execution of a contractual agreement.
- iv. The bids shall remain valid for a period of 120 (One hundred & twenty) days starting from the date of 'Technical bid opening'.
- v. Any notice by one party to the other, pursuant to the Contract shall be sent by e-mail/ physical letter and conveyed in writing to the address specified for that purpose in the Contract.
- vi. To assist in Technical evaluation, the RHCJ, Jaipur reserves the right to call for any clarification from any/all bidder/bidders during the evaluation of the bids. Such clarification should be submitted only in writing. However, no other correspondence on bids will be entertained.
- vii. Participation in this bid will imply that the bidder has accepted all the terms and conditions and subsequent modifications, if any, of this bid document.
- viii. The RHCJ, Jaipur shall have the sole proprietary rights over the content created/edited/provided by the bidder which has been awarded the contract through this tender.
- ix. In all matters related to dispute relating to this tender, the decision of the RHCJ, Jaipur will be final and binding upon the bidder.

x. Payment terms:

- (a) The price quoted shall remain fixed and not be subject to variations in duties, levies etc.
- (b) Bidders, which submit the bid, are advised to ensure that the prices/ rates quoted are inclusive of the manpower support required for the execution and continuous monitoring of the project during the Contract period. No deviation in any of the conditions is allowed during the project period. No increase in prices would be allowed during the contract period.
- (c) Payment will be released on the basis of number of pages of original judgment of Hon'ble Supreme Court and Hon'ble High Court translated by the selected service providers and acceptance of work by RHCJ Jaipur.

- (d) Part payment may be released on completion of translation of every 5000 pages of original text at the rate of 75% of approved rate and payment of last 5000 pages and remaining payment of previously translated work will be released on the final acceptance of RHC B Jaipur.
- xi. Bidder must procure and provide all the hardware required to its project team to enable them to meet the target assignment.
- xii. The RHC B, Jaipur expects the bidder to engage professionals in the field of translation to undertake the project and reserves the right to call for resumes, documents relating to their professional background, expertise and their achievements at any point of time prior & after awarding the contract.
- xiii. Quality of translation and completion of task within the time schedule (as notified and as laid down in scope of work) are of paramount importance and any lapse may lead to cancellation of the contract with the bidder without any further notice.**
- xiv. Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in the case of any divergent views with respect to this tender etc., decision of the RHC B, Jaipur will be final and binding on all bidders participating in this bid.

(J) Bid Security: Bidders are required to submit Bid Security of Rs. 40,000/- (Rupees Forty thousand only) in case of MSME/ SSI unit Rs. 10,000/- (Rupees Ten Thousand only) as described in Annexure-I. It must be delivered to the Registrar (Admn.), Rajasthan High Court Bench, Jaipur in the form of Demand Draft in favour of 'Registrar (Admn.), Rajasthan High Court Bench, Jaipur' payable at Jaipur.

The bid security of unsuccessful bidders will be returned to them after the award of the contract. Bid Security with RHC B, Jaipur for the purpose of tender will earn no interest.

Bid Security will be forfeited on account of one or more of the following reasons:-

- i. The Bidder withdraws/modifies his bid during the period of bid validity.
- ii. In case the selected bidder fails to sign the agreement in time and furnish performance security, at the time of signing of Agreement.

- The RHC B, Jaipur shall have the right to cancel the contract at any point of time.

(K) Bidders are required to upload documents exactly as described in Annexure I.

(L) Disqualification of bids:

- i. Failure to furnish all the required information may result in rejection of the bid.
- ii. In case the information submitted by the bidder is found to be false and/ or incorrect in any manner, the bidder can be suspended and/or debarred and bids rejected.

The RHC B, Jaipur reserves the right to modify the tender document at any stage; accept or reject any or all proposals without assigning any reasons. No bidder shall have any cause or claim against the RHC B, Jaipur for rejection of his proposal.

(M) Performance Security: The successful bidder shall provide a Performance Security for the due and faithful performance of contract for a sum of 5% and in case of MSME/SSI unit 1% of the total contract price before the signing of Agreement. The Performance Security to be submitted in the form of Bank Draft or Bank Guarantee in favour of Registrar (Admn.), RHC B, Jaipur should remain valid for a period of 60 days beyond the date of completion of contractual obligations.

Breach of terms & conditions of this tender or contract or refusal or inability or delay by successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Security (PS) as well as disqualification of the bidder from participating in future tenders.

(N) Agreement deed: The successful bidder shall execute an agreement for the fulfilment of the contract on ₹ 500/- non-judicial stamp paper within 7 days from the date of award of contract. The incidental expenses of execution of agreement/Contract shall be borne by the successful bidder. Agreement will be signed after the submission of the Performance Security (PS).

(1) Penalty Clause:

- i. If the bidder withdraws or alter its bid before the bid validity period, RHC B, Jaipur may debar it from participating in future tenders.
- ii. If at any future point of time it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfill any of the contractual obligations, the RHC B, Jaipur may take a decision to cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the RHC B, Jaipur and take any other action as deemed necessary. The penalty with respect to its time period shall be quantified by the RHC B, Jaipur at its own discretion/satisfaction.

(2) Governing Laws and Jurisdiction:

The tender document shall be construed and governed by the laws of India, and the parties (bidder & RHC B, Jaipur) hereby submit to the exclusive jurisdiction of Jaipur court of law.

(3) Settlement of Disputes and Arbitration:

All disputes, differences and questions arising out of or in any way touching or concerning the agreement or the subject matter thereof or the representative's rights, duties or liability of the parties shall be referred to the sole arbitration under the Arbitration and Conciliation Act 1996 as amended up to date. The seat of arbitration shall be Jaipur.

(4) FORCE MAJEURE:

- i. The RHC B, Jaipur may consider relaxing the penalty and delivery requirements, as specified in the tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.
- ii. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.
- iii. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.
- iv. The affected Party shall also notify the other party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or

notices required hereunder, the Party not affected by the occurrence of any cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

- v. If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the RHC, Jaipur shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the RHC, Jaipur shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

(5) Liquidated damages and termination:

- i. It would be the first and foremost responsibility of the successful contractor to ensure that the services are being provided satisfactorily and contract is executed as per agreed terms and conditions. In the event of delayed or unsatisfactory services, the RHC, Jaipur may recover a sum from the contractor equivalent to a minimum of 0.5% of the price for any portion of services delayed / negligence in service. The maximum amount to be recovered would be 10% of the price for any portion of services delayed / negligence in service.
- ii. In case of quality of service provided by the contractor found wanting / inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice. In that case the competent authority may forfeit the Performance Security deposit.
- iii. In case of a material breach of any of the terms and conditions mentioned in the tender document, the competent authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by this RHC, Jaipur in that event and the Performance security deposit may also be forfeited.

- (o) **Applicability of Rules:-** Besides above conditions and provisions RTTP Act 2012 and RTTP Rules 2013 will be applicable.

Annexure I

S. No.	Document	File type
1	Bid Security of Rs. 40,000/- (Rupees Forty thousand only) in case of MSME/SSI unit of Rajasthan Rs. 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft in favour of Registrar (Admn.), RHC B, Jaipur payable at Jaipur. Cost of bid document Rs. 500/- in the form of DD/ BC in favour of Registrar (Admn.) and RISL fee of Rs. 500/- in the form of DD / BC in favour of MD RISL payable at Jaipur. Scanned copy of the Demand Draft to be uploaded.	pdf
2.	Copies of registration in case of proprietorships/companies.	.pdf
3.	Copy of PAN & GST number as applicable.	.pdf
4.	Copy of ITR returns for the last three years.	.pdf
5.	Copy of Latest GST Clearance Certificate or copy of latest tax deposit challan.	.pdf
6.	A list of their owners/partners etc. of the bidder	.pdf
7.	Copy of Certificate to the effect that the bidder is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the bidder or its owner or partners anywhere in India.	.pdf
8.	Copies of award of contracts from Central/State Government Departments/ private organizations of repute: (Piece Work of less than 5000 pages)- Translation in Hindi, English	.pdf
9.	Copies of award of contracts from Central/State Government Departments/ private organizations of repute: long term contracts/empanelments (with more than 5000 pages)- Translation in Hindi, English	.pdf
10.	Copy of an audited statement of account of the bidder and relevant documents in support of Annual Turn-over. (turnover figures must be highlighted)	.pdf
11.	Proof of Average turnover of the last three financial year at least 20 lakh.	.pdf
12.	List of permanent/hired key personnel of the bidder along with their copies of qualification and work experience.	.pdf
13.	Downloaded tender documents duly signed with stamp at each page by the authorized person of the bidder.	.pdf

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 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.

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;

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

Doc1

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(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 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

- (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.

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 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

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.