

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 anticompetitive 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 the 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 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 tofor procurement ofin response to their Notice inviting Bids No.....Dated.....I/wehereby 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 Entry;
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 :

Annexure C :Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Dy.Secretary Youth Affairs & Sports Department Govt. of Rajasthan.The designation and address of the Second Appellate Authority is **Principal Secretary** Youth Affairs & Sports Department Govt. of Rajasthan,Jaipur.

(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) Appeals 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 Appeals:-

- (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.

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.
- (i) 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.

SCHEDULE 'H': CONDITION OF CONTRACT

FORM No. 1
[see rule 83]

Memorandum of Appeal under the Rajasthan

Transparency in Public procurement Act, 2012

Appeal No.....ofBefore 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 Office/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 propose to be represented by a representative the name and postal address of the representative:
- 5- Number of affidavits and documents enclosed with the appeal:
- 6- Grounds of appeal :
(Supported by an affidavit)
- 7- Prayer :

Place :

Date :

Appellant's Signature

RAJASTHAN STATE SPORTS COUNCIL

SMS STADIUM, JAIPUR

CONDITION OF CONTRACT

1. The rate quoted by the bidder shall remain valid for a period of 1 year from the date of opening of the bids.
2. Rates shall be inclusive of including all cabling, installation, erection, commissioning and testing with one time training and operation cost, freight included upto Jaipur with one year warranty. Customs Duty not included since RSSC will be able to import the equipment without Customs Duty with the help of Customs Duty Exemption certificate.
3. Rates shall be inclusive of training cost to be imparted to coaches of RSSC.
4. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
5. Any material not conforming to the specifications collected at site shall have to be removed by the bidder within a period of 3 days of the instructions, issued by the procuring authority in writing. Failing which, such material shall be removed by the procuring authority at risk and cost of the bidder after expiry of 3 days period.
6. Undersigned has full right to reject any or all bids without given any reasons.
7. Special Conditions of Contract regarding Guarantee period shall be applicable.
8. The relevant provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rule, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rule, 2013 shall be of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.
9. All supplies and installations shall be done as per the specifications.
10. The articles/materials supplied and installed/work done should remain in same position (should not break,crack,distort, fade etc.) for a period of two years from the date of completion of work. If any defect occurs, the agency shall repair/restore/replace the article to make it good in original position.
11. The rates quoted shall include all taxes applicable.
12. The equipment should be approved/licensed/preferred by the **International Shooting Sport Federation (ISSF)** for upto Phase III Test approved and used in the Asian/Continental Championships recognized by the International Shooting Sport Federation (ISSF)
13. **Important:**
 - (a) The bidder must ensure that all the information required in the Documents is furnished by him complete in all respects. He would not be allowed to withdraw any document, or to rectify any information furnished therein, after submitting the bid.
 - (b) The bidder should give an affidavit that the information furnished is correct. If any information is found incorrect, the offer of the bidder shall be rejected and action be taken as per rules.
 - (c) Bidders must do paging of all enclosure of bid documents.

14. Rejection of bids

Rejection of bids

- (a) The department reserves the rights to reject any bid or to disqualify any or all the bidders, without assigning any reasons at any stage.
 - (b) If Bid is not accompanied with the requisite documents mentioned or is not in accordance with procedure specified in Para 1, or is not accompanied with Bid Security, it would be liable for rejection
 - (c) Furnishing of incorrect or incomplete or concealment of any information required in the bid documents would render the bid liable for rejection.
- 15.** The machine/equipment to be supplied shall be of International Standard and approved by International Shooting Sports Federation (ISSF). The detailed specifications are given in the Tender Document.
- 16.** The Notice Inviting tender shall form a part of the contract document. The successful tenderer shall sign the necessary contract documents consisting of the notice-inviting tender, all the documents including additional conditions, - specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto, within the time specified in the letter communicating the acceptance of the tender. In case of delay the earnest money may be forfeited and the tender cancelled or the contract enforced as per the terms of the tender and the invitation to tender and the tenderer shall thus be bound by the conditions of contract-even though the formal agreement has not been executed and signed within the specified time by the tenderer.
- 17.** The tenderer shall submit a detailed supply and installation work schedule on the basis of the various items of supply and installation to be completed.
- 18.** No additional conditions from the tenderer shall be acceptable. The tenders having any additional conditions will be summarily rejected without assigning any reason.
- 19.** Rates quoted by the tenderer in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates, which correspond with the amount worked out by the tenderer, shall, unless otherwise proved be taken as correct. If the amount of an item is not worked out by the Tenderer or it does not correspond with the rates written either in figures or in words, then the rates quoted by the Tenderer in words shall be taken as correct. Where the rates quoted by the Tenderer in figures and

in words tally, but the amount is not worked out correctly, the rates quoted by the Tenderer will, unless otherwise proved, be taken as correct and not the amount.

- 20.** All rates shall be quoted in the schedule of quantities. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

CLAUSES OF CONTRACT

Clause : 1 Works to be carried out:

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Clause : 2 Sufficiency of Tender:

The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of this tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided/cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

Clause : 3 Time for Performances:

3.1 The Supply and installation should be completed within 03 (Three) months in all respects and handed over to Secretary RSSC.

3.2 Notwithstanding anything herein contained, the parties hereto acknowledge and agree that the time is the essence of the contract in all respects for their respective performance and discharge of obligations under this contract and the parties shall adhere to the time/delivery schedule as provided in Appendix-II of the contract unless otherwise mutually agreed to by the parties in writing.

Clause : 4 RSSC shall:

4.1 Being a party of this Contract shall sign the agreement within seven days of issue of Acceptance Letter by the Director.

4.2 Hand-over the site to the Tenderer within one month of signing of the agreement.

4.3 Allow the supply and Installation to be commenced by the Tenderer within one month after signing of the agreement.

4.4 Provide necessary assistance if required for obtaining import license and custom duty exemption certificate for the Equipment/Machine and for the equipment to be temporarily imported and to be re-exported after completion.

4.5 Provide adequate and secure storage space for materials and equipment as may be mutually agreed upon.

Clause : 6 Supply and Installation to be executed in accordance with specifications as quoted in the tender

6.1 The tenderer shall execute the whole and every part of Supply and Installation in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with approved (ISSF) specifications.

6.2 All Supply and Installation shall be under the directions of Expert Committee to oversee/supervise and approve the Supply and Installation at various stages. Any report in this regard has to be forwarded to RSSC.

Clause : 8 Materials, Equipment, Tools & Plant:

8.1 The Tenderer shall arrange all materials, labour, machinery, equipment, tools and plant, (hereinafter collectively referred to as 'materials & equipment') and such other materials and equipment as is necessary for efficient and timely execution of Supply and Installation. RSSC shall in no way be responsible to any accidents or injury caused during the execution of the work.

8.2 All materials and equipment related to this contract shall be properly packed by the Tenderer to avoid any loss, damage or deterioration in transit and during storage or laying/fixing in India. Notwithstanding the said transit insurance, the responsibility of safe transportation of materials & equipment shall be with the Tenderer. Should any loss or damage occur, the Tenderer shall initiate and pursue claims till settlement and promptly make arrangement for repairs and/or replacement of any damaged items irrespective of settlement of claims by the under writers. Delay arising out of damage to materials and equipment in transit shall not be considered for extension of the schedule date of completion.

Clause : 9 Price :

9.1 Rates : The rates tendered by the Tenderer shall be for completed items of Supply and Installation covering all materials, labour, carriage, royalties, fees, rents, CIF Jaipur by Sea/Air freight, sales tax and any other taxes, octroi, levies, insurance charges and demurrage, wastage, tools, plant, equipment, transport, temporary construction, overhead charges and profits as well as general liabilities, obligations and risks etc. arising out of the conditions of the contract etc complete. The prices will also include cost of testing as per approved by the International Shooting Sports Federation (ISSF) and repair/replacement of defective or worn out portions of machine/equipment during the warranty

period. No extra charges, whatsoever, consequent on any misunderstanding or otherwise shall be allowed.

9.2 The prices shall also be inclusive of all expenses, taxes, levies, insurance and demurrage and any other fees and expenses etc. levied by the authorities in the place of origin, on voyage and in India and shall be paid by the Tenderer except for the custom duty payable in India for which the **RSSC** will apply and obtain 'Custom Duty Exemption Certificate'. Necessary assistance if required will be provided by the RSSC.

9.2.1 In case the custom duty is paid by the tenderer, the custom duty paid by the tenderer shall be reimbursed to him on submission of necessary document in support of the same.

9.3 The price will remain firm during the entire period of contract till the completion of the work in all respects and there will not be any escalation in the tendered value due to any reason whatsoever.

9.4 The shipping documents/ Airways Bills shall mean and include :

(i) Packing Certificate

(ii) Bill of Lading/ Airway Bills

(iii) Insurance Certificate

(iv) Quality & quantity Certificate

Clause : 10 Quality Control:

After completion of Supply and Installation of said equipment, the same shall be put to use for trial for a period of 30 days to the entire satisfaction of the Expert RSSC, so as to ensure that the said equipment is strictly in accordance with the specification quoted in the tender. The Tenderer shall at his own cost rectify the said defects / shortcomings or replace the defective materials to make the equipment with the requirements.

11. Payment -

11.1 The Director shall make the payment after Supply/Installation of ISSF approved shooting Equipment to the Tenderer by obtaining a satisfactory report from the Expert committee constituted by RSSC .

11.2 In case, it comes to notice at any stage that the Supply and installation is defective materials or the workmanship is defective or any defects develop during the warranty period, the Secretary,RSSC shall be entitled to withhold the Security Deposit without prejudice to other contractual resource.

11.3 **Payment:** Payment shall be made in Indian Currency (If the supplier / manufacturer requires payment in India) or Foreign Currency (EURO/USD), as the case may be through an Letter of Credit.

a) On delivery: 90% of the quoted amount shall be paid on the receipt of the goods in good condition as per specifications, on satisfaction of the Director as the recommendation of the expert committee constituted as class 11.1

b) Final Acceptance: Remaining, 10% of the quoted amount shall be paid to the Tenderer within 30 days after the date of successful Installation on satisfaction of the Director on the recommendation of Expert Committee.

11.4 Letter of Credit: The Purchaser at his cost will establish within 30 days as from the date of Contract, an Irrevocable Letter of Credit for a period of 365 days. The Letter of Credit will be opened SBBJ, Babu Nagar Branch, Jaipur for the amount based on the Performa Invoice of the successful Tenderer out side India in the name of the Principal Firm, as per the Contract.

Clause 12 Warranty of the equipment

12.1 The Minimum Warranty of the equipment shall be for a period of 2 years or as specified in the tender document whichever is later.

12.2 The Tenderer shall discharge the obligations at his cost under the warranty clause.

12.3 The Tenderer shall certify that no sub-standard materials have been used in the Supply and Installation and provide written warranty to that effect.

12.4 The Tenderer undertakes that all remedial work or repairs or replacement necessary under the terms of warranty will be carried out promptly on notification in writing by the Secretary, RSSC in this regard and repairs or replacements will be carried out with materials identical to the original shape and at set times as may be agreed with the Secretary, RSSC so that the programme of activities is not affected. In case the Tenderer fails to carry out the said repairs/replacements/ removal of the defects within the stipulated time, the RSSC get the Bank Guarantee encashed and forfeit the amount of Bank Guarantee.

12.5 The Tenderer shall discharge the obligations at his cost under the warranty clause.

ANNEXURE- I

[Reference Clause 3(i)]

To be given on Non-Judicial stamp
Paper of Rs. 10/- only, duly attested by
Oath-Commissioner / Notary Public

AFFIDAVIT

I/We..... Proprietor/ Partner/ Authorized signatory of M/s
..... under take the oath that the information furnished by me/us in and all forms
of the assessment Bid for **Supply, Installation& Commissioning of ISSF Phase III approved Precision
Shooting Range Equipments for 10 meter Range in Organized Archery Shooting and Equestrian Sports
Complex at Jagatpura Jaipur Rajasthan India** is correct to the best of my/our knowledge. If any
information is found to be incorrect RSSC has right to reject the Bid and to take action against me/us as
per rules.

.....
Proprietor/ Partner/ Authorized signatory
M/s

.....

RAJASTHAN STATE SPORTS COUNCIL

SMS STADIUM, JAIPUR

FINANCIAL BID