

राजस्थान स्टेट पॉवर फाइनेन्स एण्ड फाइनेन्शियल सर्विसेज कॉरपोरेशन लिमिटेड
Rajasthan State Power Finance and Financial Services Corporation Limited
(A Government of Rajasthan Undertaking)
CIN:U65923 RJ 2012 SGC 041087

Registered Office: 1st Floor, Rajasthan State Textbook Board, 2-2A, Jhalana Dungri, Jaipur 302004
Email : rspfcl@rajasthan.gov.in, Tel. No.: +91-141-2708611, Fax-2708611
Website : <http://rspfcl.rajasthan.gov.in>

F.No:F.1(b)(3)/Estt./RSPF&FSCL/CS/2021/421

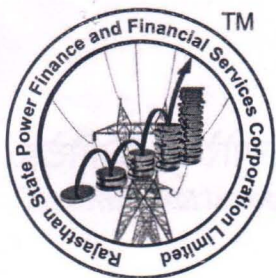
Date:- 20/10/21

NOTICE INVITING BIDS

Rajasthan State Power Finance and Financial Services Corporation Ltd. invites sealed Bids from Registered and experienced Firms for providing "Whole time Company Secretary" on a fixed monthly remuneration for a period of one year. The estimated cost of the Procurement is about Rs. 5.50 Lakh.

The details about Qualification, Experience, Selection criteria, Bid form, Terms & Conditions, Bid receiving/opening Place , Date, and Time etc. may be seen on the website of the Corporation i.e; <http://rspfcl.rajasthan.gov.in> and State Public Procurement Portal. Last date of submission of bids is 27th October, 2021.

General Manager (Finance)



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Conditions of the Technical Bid

1. The Bidder should be a Practicing Company Secretary Firm having experience in the practice of at least two years.(Provide a Copy of the registration certificate.)
2. The Bidder should necessarily produce a consent letter of the candidate that he/she is prepared to work for 1 year for the Corporation at the amount proposed by the Bidder in its Financial Bid and to abide by other terms and conditions.
3. Company Secretary to be deputed at the Corporation by successful bidder should have following qualifications and experience:
 - The candidate should have passed the company secretary course from ICSI.
 - Graduate Degree in Commerce from a recognized University with at least 60% marks or equivalent Grade level.
 - L.L.B degree from a recognized institute or university.
 - Thorough knowledge of Indian Companies Act 2013 and it's rules and regulations and other compliance related matters related to a Govt. NBFC.
 - He/she should have Minimum three years experience of working as Company Secretary in a Govt or Private Company/Firm of repute, including at least one year experience of working as a Company Secretary in a Government NBFC.
4. The Company may conduct a personal interview/discussion with the person whose services are offered by the agency to ensure suitability of the person before opening of financial bid.



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5. The Bidder should enclose proof of fulfilling requisite qualification/experience with the technical bid.
6. The Bidder should also enclose a letter of authorization in the name of the person signing the Bid.
7. The Bidder has to follow all the provisions of the RTPP Act, 2012 and RTPP, Rules 2013.
8. The Corporation will contact the Bidder through e-mail, so he should mention his e-mail address correctly & clearly.
9. The 1st and 2nd appeal against the decision of the Corporation can be made respectively to the Managing Director and the Chairman, Rajasthan State Power Finance & Financial Services Corporation Limited, Jaipur.
10. Any clarification about the Bid Document may be obtained on phone from Sh. Pankaj Jangid, Asst. General Manager (Adm) of the Corporation at the Phone No. 0141-2708611.

General Manager(Finance)
RSPF&FSCL



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General Terms & Conditions of Bid

1. The RSPF&FSCL Ltd. seeks bid from reputed, well established and financially sound firms for providing the Services of a Whole time Company Secretary. The estimated cost of the services is Rs 5.50 lakh for the year.
2. Bids will be considered in the prescribed Bid Form only. A complete set of Bid Document may be purchased by the interested Bidder on submission of a written application from the Office of this Corporation during Office hours on any working day on payment of Rs. 500/- (Non refundable) Demand Draft (DD) in favour of Rajasthan State Power Finance and Financial Services Corporation Limited.
3. The Bid document may also be seen/downloaded from the State Public Procurement Portal and the website of the Corporation i.e <http://rspfcl.rajasthan.gov.in> & used, in such case the Bidder will have to pay its price of Rs. 500/- in the form of Demand Draft drawn in favour of the Corporation at the time of submission of bid. This demand draft shall be submitted with technical bid.
4. The Bid Security Declaration in lieu of the Bid Security is required to be enclosed as per Finance Department Govt of Rajasthan Circular No. F.2 (1)Fin/G&T/SPFC/2017 dated 23.12.2020 on Rs. 50/-Non Judicial stamp paper (Performa enclosed at Annexure-II). Bid without bid security declaration shall stand rejected.
5. The Contract will be initially for one year, which may be extended as per rules, depending upon the requirement and Administrative convenience of the Corporation.
6. The Corporation however, reserve right to terminate/curtail the contract at any time after giving 15 days notice to the selected Firm owing to deficiency of the Service, unprofessional behavior of person deployed, breach of any condition of Contract.



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7. The bids should be submitted in two sealed covers:-

(A) The first sealed cover should be superscripted **“Technical Bid”** and should contain:

S.No.	Documents	Documents required to substantiate the same
1.	Technical Bid Form	As per Annexure - I
2.	Bid Security Declaration	On Rs. 50/- Non-Judicial Stamp (Annexure- II)
3.	Cost of Bid Documents (If not purchased from the office).	A Demand Draft of Rs.500/- in favour of the Corporation.
4.	Qualification and experience related documents of Company Secretary.	Copies to be enclosed.
5.	Consent letter of the candidate with Bio data.	Copies to be enclosed.
6.	Registration as a practicing company secretary firm.	Copies to be enclosed.
7.	Other supporting documents	If any

(B) The second sealed envelope superscripted **“Financial Bid”** should contain only rates which are to be quoted on per month basis. Annexure-III of this bid document is to be used for quoting rates.

(C) Both the sealed covers should be placed in the main sealed envelope superscripted **“Bid for Company Secretary”**. This should be addressed to the General Manager (Finance), Rajasthan State Power Finance and Financial Services Corporation Ltd, 1st Floor, Rajasthan State Textbook Board, 2-2A, Jhalana Dungri, Jaipur-302004. It may be sent by post or by hand to be delivered latest by 02.00 PM on 27th October, 2021. **Any bid by e-mail will not be accepted.**

8. The **Technical Bids** will be opened on 27th October, 2021 at 04:00 PM at the registered office of the Corporation in the presence of the



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representatives of the Bidders, who choose to attend the opening of the Bids.

9. After evaluation of technical bids, the opening of **financial bids** (only of successful technical bidders) will be intimated separately.
10. Tendering Authority is not bound to accept the lowest rates and may reject any bid or any part of the bids without assigning any reason thereof.
11. The contracting firm will not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other firm without the prior written consent of the Corporation.
12. The bidder will be bound by the details furnished by him/her to the Corporation, while submitting the bid or at the subsequent stage. In case of any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of the terms of the contract making he/she liable for legal action besides termination of contract.
13. The firm should have not been blacklisted and no vigilance inquiry or criminal case should be pending against the firm on the last date of submission of bid.
14. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.
15. No overwriting or cutting is permitted in the bid form. In such cases the bid shall be summarily rejected. However, the cutting, if any, in the bid must be altered by the person authorized to sign the bids and it should be attested by him/her.
16. Bids submitted with incomplete information and not conforming to the requirements are liable to be rejected.
17. **Each page of the tender should be signed by the bidder or by its authorized signatory with the seal of the agency as confirmations of accepting all the conditions of the bid.**



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18. The bids shall remain valid for a period of 90 days from the last date of submission of Bid.
19. RSPF&FSCL, may in its sole discretion and at any time during the bid process, may disqualify any bidder if the bidder has;
 - (a) Made misleading or false representations in the forms, Statements & attachments submitted in the proof of eligibility requirements
 - (b) If found to have a record of poor performance such as abandoning works, not properly completing the contracts, delaying completion, or financial failure etc.
 - (c) Submitted bid document, which is not accompanied by required documents and Bid Security or non-responsive in other manner.
 - (d) Failed to provide clarification related to the bid, when sought.(on email provided in the bid)
 - (e) Submitted more than one Bid. This will cause disqualification of all bids submitted by such applicant.
20. Successful Bidder shall have to deposit Performance Security, (@2.5% of the total contract value) in the form of bank draft in favour of Rajasthan State Power Finance & Financial Services Corporation Ltd, Jaipur.
21. The successful bidder shall have to make monthly payments in the bank account of the person engaged by the firm and he shall have to furnish the details of payments made by him/her every month with the bill of the next month.
22. The Goods & service Tax (GST) as per rules will also be paid to the Bidder, he shall be responsible for depositing the GST on or before the due date and he shall submit the copy of Challan with the bill of the next month. The bidder shall be responsible for all the complications arising out by not depositing the GST on time.
23. No interest will be paid on the amount deposited as Performance Security.
24. The Successful bidder will require to execute an agreement on Non Judicial Stamp paper of appropriate value within 15 days of receipt of the order.



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25. Performance Security amount in full or part may be forfeited, if any of the Terms & Conditions of contract is/are violated.
26. The Performance Security will be refunded 30 days after successful completion of the Contract.
27. Tax deduction at source (T.D.S) shall be made as per the provisions of the Income Tax and GST and a certificate to this effect will be provided to the contracting firm.
28. The firm shall submit the monthly bills with printed GST registration number in duplicate.
29. The person deployed should be polite, cordial, positive, efficient and medically fit in all respect.
30. The contracting Agency shall immediately provide a substitute (having similar qualification and experience) in the event of Company Secretary provided by the agency leaves the job due to his/her personal reasons or if he/she is found unacceptable to the Corporation. The delay in providing a substitute beyond two working days would attract a penalty of Rs. 1000/- per day.
31. The M.D, RSPF&FSCL reserves all rights to accept or reject in part or full any or all the offers without assigning any and/or to withdraw relax any of the terms and conditions mentioned above.

General Manager (F)
RSPF&FSCL

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 Qualification
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:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is MD,RSPF&FSCL

The designation and address of the Second Appellate Authority is Chairman,RSPF&FSCL.

(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.

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. 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 five 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 216 The Rajasthan Transparency in Public Procurement Rules, 2013 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.

Annexure-I**(Technical Bid Form For Company Secretary)**

1	Name of the Firm:-	
2	Complete Postal Address of the Firm:-	
3	Telephone No/Fax:-	
4	Email :-	
5	Registration No/Date:-	
6	Name of the person authorized to sign the Bid document:- (Enclosed authorization letter)	
7	GST Number (If registered)	
8	PAN Number	
9	Details of cost of Bid Form (If not purchased from the corporation)	
	a) Amount	Rs. 500/-
	b) Bank Draft No or receipt	
	c) Name of the Bank	
10	(Bid Security Declaration Form) on Rs. 50/- Non Judicial Stamp as per Annexure-II	Enclosed (Yes/No)
11	Qualification & experience related documents of the Company Secretary:- (All relevant copies)	Enclosed (Yes/No)

Date:-

Name:-

Sign:-

Seal:-



Form of Bid-Securing Declaration

Date :

Bid No. :

Alternative No. :

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) If we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

In the capacity of:-----

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate Seal

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the **Joint Venture** that is submitting the bid.]

Annexure-III

Financial Bid Form For Company Secretary

(Please put it into another envelope super scribed Financial Bid)

1	Name of the Firm:-	
2	Complete Postal Address of the Firm:-	
3	Monthly Charges for company Secretary Service as per Bid Amount	Rs.
4	Service Charge	Rs.....
5	Total	Rs.....

(GST as applicable from time to time shall be paid separately.)

Signature of Authorized
Signatory

Date:-

Name:-

Seal:-

(Financial Bid should not be placed with Technical Bid.)