

कार्यालय जिला निर्वाचन अधिकारी (कलक्टर) अजमेर

क्रमांक : प. ()/जिनिअ/2019/726


दिनांक :- 19/2/2019

सीमित निविदा सूचना

जिला निर्वाचन अधिकारी (कलक्टर), अजमेर द्वारा लोकसभा आमचुनाव-2019 दौरान विभिन्न सामग्री क्रय/व्यवस्थाओं हेतु इच्छुक निविदादाताओं/फर्मों से निम्नानुसार दिनांक 27/02/2019 को 1:00 PM बजे तक सीमित निविदाएं आमंत्रित की जाती है। जिसका अनुमानित मूल्य 1.90 लाख है। प्राप्त निविदाएं उसी दिन उपस्थित निविदादाता के समक्ष अपरान्ह 3:00 बजे खोली जावेगी। किसी भी निविदा को बिना कारण बताए स्वीकृत अथवा निरस्त करने का अधिकार निम्न हस्ताक्षरकर्ता में निहित होगा-

- 1- मिनरल वाटर आधा लीटर की सप्लाई
- 2- मिनरल वाटर बोतल एक लीटर की सप्लाई
- 3- मिनरल वाटर केन 20 लीटर की सप्लाई


अतः इच्छुक निविदादाता अपनी दरें इस कार्यालय में संलग्न निविदा प्रारूप में एवं शर्तों पर हस्ताक्षर कर सील बन्द लिफाफे में निर्धारित तिथि एवं समय पर प्रस्तुत करें।


जिला निर्वाचन अधिकारी
(कलक्टर) अजमेर

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1. उप जिला निर्वाचन अधिकारी (अति.कलक्टर), अजमेर
2. कोषाधिकारी, अजमेर
3. वरिष्ठ लेखाधिकारी, कलक्ट्रेट, अजमेर
4. मैसर्स _____
5. नोटिस बोर्ड


जिला निर्वाचन अधिकारी
(कलक्टर) अजमेर

Ar.

कार्यालय जिला निर्वाचन अधिकारी (कलक्टर) अजमेर

क्र.सं.	वस्तु का नाम मय साईज	निविदादाता द्वारा दी जाने वाली दरें जिसमें सभी कर व व्यय सम्मिलित हो प्रति नग दी जावे
1	मिनरल वाटर आधा लीटर की सप्लाई प्रति बोतल	
2	मिनरल वाटर बोतल एक लीटर की सप्लाई प्रति बोतल	
3	मिनरल वाटर केन 20 लीटर की क्षमता वाले दरें प्रति केन	

मैं/हम उक्त दरों पर निविदा शर्तों के अनुसार पानी के मिनरल वाटर की बोतल एवं केन प्रदायगी करने हेतु सहमति देते हैं।

निविदादाता के हस्ताक्षर
मय मोहर एवं मोबाईल नंबर

A. J.

कार्यालय जिला निर्वाचन अधिकारी (कलक्टर) अजमेर

पानी के मिनरल वाटर बोतल एवं वाटर कैन की निविदा शर्तें

- 1- निविदा शर्तों का पूर्ण अध्ययन करके ही निविदा दरें दें। (लिफाफे पर निविदा बाबत मिनरल वाटर बोतल एवं वाटर कैन प्रदायगी) लोकसभा आमचुनाव-2018 लिखा होना अनिवार्य है।
- 2- सफल निविदादाता को दर अनुमोदन पर धरोहर (कार्य सम्पादन प्रतिभूति) राशि रूपये 9500/- बैंकर चेक/डीडी के द्वारा जमा करानी होगी।
- 3- सभी प्रकार के कर सम्मिलित करते हुए दरें देनी होगी।
- 4- पानी के मिनरल वाटर बोतल/वाटर के कैन राजकीय पोलोटैक्निक कॉलेज अजमेर एवं अन्य निर्देशित स्थानों पर पहुंचाने होंगे।
- 5- पानी के मिनरल वाटर बोतल/वाटर के कैन प्रदाता द्वारा निर्धारित स्थानों पर रखने होंगे, कैन लाने व ले जाने का किराया अलग से देय नहीं होगा।
- 6- टूट-फूट विकृत होने, चोरी होने, आग लगने आदि की जिम्मेदारी निविदादाता की होगी।
- 7- निविदा की शर्तों की पूर्ण पालना हेतु निविदादाता बाध्य होगा।
- 8- निविदादाता को कोई अग्रिम भुगतान नहीं किया जायेगा।
- 9- निविदादाता किसी भी कार्य के भाग को किसी अन्य एजेन्सीज को नहीं सौंप सकेगा।
- 10- निविदादाता की निविदा में अन्य कोई शर्त अंकित होने पर निविदा मान्य नहीं होगी।
- 11- सभी विवादों का न्याय क्षेत्र अजमेर होगा।
- 12- सभी करों की कटौती नियमानुसार की जावेगी।
- 13- उक्त दरें एक वर्ष तक मान्य होगी।
- 14- आपूर्ति सही समय पर नहीं करने की स्थिति में निविदादाता द्वारा तत्काल वैकल्पिक व्यवस्था कर आपूर्ति नहीं करने की दशा में अन्यत्र फर्म से आपूर्ति कराने पर हुए अधिक व्यय की वसूली निविदादाता से की जावेगी।

मुझे/हमें उक्त सभी शर्तें स्वीकार हैं।

निविदादाता के हस्ताक्षर
मय सील

नाम _____

पूर्ण पता _____

मोबाईल नंबर _____

दूरभाष नंबर _____

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.