

कार्यालय जिला निर्वाचन अधिकारी (कलक्टर) अजमेर

क्रमांक : प. () / जिनिअ / 2017 / 2376

दिनांक :- 26-12-17

सीमित निविदा सूचना

लोकसभा उपचुनाव 2017 हेतु निम्न सामग्री की आपूर्ति करने हेतु पंजीकृत एवं प्रतिष्ठित फर्मों से मोहरबन्द निविदाएं (कोटेशन) दिनांक 08.12.18 को 11.00 बजे तक आमंत्रित की जाती है।

क्र.सं.	सामग्री का नाम	अनुमानित राशि
1.	मिनरल वाटर 1/2 लीटर की बोतल	190000/-
2.	मिनरल वाटर 1 लीटर की बोतल	
3.	मिनरल वाटर केन 15 लीटर	

प्राप्त निविदाओं को उसी दिन दोपहर 3.00 बजे गठित कमेटी द्वारा उपस्थित निविदादाताओं/उनके प्रतिनिधियों के समक्ष खोला जायेगा।

जिला निर्वाचन अधिकारी
(कलक्टर) अजमेर
दिनांक :- 26-12-17

क्रमांक : प. () / जिनिअ / 2017 / 2376

प्रतिलिपि :-

1. उपजिला निर्वाचन अधिकारी (अति.कलक्टर), अजमेर
2. जिला रसद अधिकारी, अजमेर
3. कोषाधिकारी, अजमेर
4. वरिष्ठ लेखाधिकारी, कलक्ट्रेट, अजमेर
5. तहसीलदार, चुनाव अजमेर
6. डी.आई.ओ., एन.आई.सी., अजमेर
7. लेखाकार कार्यालय हाजा
8. सूचना पट्ट कार्यालय हाजा / सूचना केन्द्र अजमेर।
9. गैसर्स.....

उप जिला निर्वाचन अधिकारी
(अति.कलक्टर) अजमेर

निविदा का प्रारूप एवं शर्तें

क्र.सं.	वस्तु का नाम मय साईज	बोलीदाता द्वारा दी जाने वाली दर प्रति नग (सभी कर व व्यय सहित)
1	मिनरल वाटर 1/2 लीटर की बोतल	
2	मिनरल वाटर 1 लीटर की बोतल	
3	मिनरल वाटर कैन 15 लीटर	

- 1- बोली शर्तों का पूर्ण अध्ययन करके ही बोली दरें देवें। लिफाफे पर बोली बाबत "मिनरल वाटर बोतल एवं वाटर कैन प्रदायगी लोकसभा उपचुनाव-2017" लिखा होना अनिवार्य है।
- 2- सभी प्रकार के कर एवं व्यय सम्मिलित करते हुए दरें देनी होगी।
- 3- मिनरल वाटर बोतल/ कैन राजकीय पोलोटैक्निक कॉलेज अजमेर एवं अन्य निर्देशित स्थानों पर पहुंचाने होंगे। इस हेतु लाने व ले जाने का किराया अलग से देया नहीं होगा।
- 4- टूट-फूट विकृत होने, चोरी होने, आग लगने आदि से होने वाली हानि के लिये यह कार्यालय जिम्मेदार नहीं होगा।
- 5- बोली की शर्तों की पूर्ण पालना हेतु बोलीदाता बाध्य होगा।
- 6- सफल बोलीदाता को कोई अग्रिम भुगतान नहीं किया जायेगा।
- 7- बोलीदाता किसी भी कार्य के भाग को किसी अन्य एजेन्सीज को नहीं सौंप सकेगा।
- 8- सशर्त निविदा मान्य नहीं होगी।
- 9- सभी विवादों का न्याय क्षेत्र अजमेर होगा।
- 10- करों की कटौती नियमानुसार की जावेगी।
- 11- उक्त दरें दिनांक 31-03-2018 तक मान्य होगी।
- 12- संलग्न परिशिष्ट ए से डी की पूर्ति कर निविदा के साथ प्रस्तुत की जानी है।
- 13- उच्चतर दर की या निम्न दर की निविदा स्वीकृत या अस्वीकृत करने का पूर्ण अधिकार अधोहस्ताक्षरकर्ता को होगा।
- 14- सफल निविदादाता को कोई अग्रिम भुगतान नहीं किया जायेगा।
- 15- अन्य सभी शर्तें सामान्य वित्तीय एवं लेख नियम तथा राजस्थान लोक उपापन में पारदर्शिता नियम 2013 एवं अधीनियम 2012 के अनुसार होगी।
- 16- अनुमोदित निविदादाता को 500/- के स्टाम्प पेपर पर अनुबन्ध भर कर प्रस्तुत करना होगा।

मैंने उपरोक्त बोली की वर्णित शर्तें 1 से 16 तक को अच्छी तरह पढ़ लिया है जिससे मानने हेतु फर्म/बोलीदाता सहमत है।

बोलीदाता के हस्ताक्षर मय सील

नाम _____

पूर्ण पता _____

मोबाईल नंबर _____

दूरभाष नंबर _____

किया जाना सुनिश्चित किया जाये—

Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Annexure B : Declaration by Bidders regarding Qualifications

Annexure C : Grievance Redressal during Procurement Process

Annexure D : Additional Conditions of Contract

अन्य प्रासंगिक विषयों अर्थात् समस्त विभागों, कार्यालयों एवं संसदों से उक्त निर्देशों की कठोरता से पालना सुनिश्चित करावे।

संलग्न: Annexure A to D

₹./-

(अखिल अरोरा)
शासन सचिव, वित्त (बजट)

Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- 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;
- not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- 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;
- not obstruct any investigation or audit of a procurement process;

- disclose conflict of interest, if any; and
- 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 an interest that could improperly influence that party's performance of certain duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- 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:
 - have controlling partners/ shareholders in common; or
 - receive or have received any direct or indirect subsidy from any of them; or
 - have the same legal representative for purposes of the Bid; or
 - 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
 - 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
- 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
- Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge or 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
 Procurement of I/we hereby declare under Section
 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:
 Bids No. Dated:

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 _____
 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:

- (2) 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.
- (3) 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.
- (4) 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;

5. Number of affidavits and documents enclosed with the appeal:
 6. Grounds of appeal:
(Supported by an affidavit)
 7. Prayer:
- Place

Appellant's Signature

Date

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 sub-items, the sub-items 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.

- (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 85]

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

- Appeal No of
- Before the (First / Second Appellate Authority)
- i. A Bidd
- 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:**