निविदा सूचना

जिला कलेक्टर कार्यालय जयपुर के लिये वर्ष 2016-17 में लेखन एवं मुद्रण सामग्री क्रय की जानी है। जिसकी अनुमानित क्रय राशि 3.00 लाख रुपये है। इन्हें व्यक्ति या फर्म निविदा प्राप्त करें इस कार्यालय के कैशियर के कमरा नंबर 139 में कार्यालय समय में रुपये 200/ नगद देकर क्रय कर सकते है। निविदा पत्र दिनांक 31.03.2016 दोपहर 2.00 बजे तक विक्रय किये जायेंगे। निविदा दिनांक 04.04.2016 को अपराह्ण 3.00 बजे तक प्राप्त की जायेगी तथा उसी दिन उपस्थित निविदादाताओं के समक्ष सांख्यकाल 4.00 खोली जायेगी। निविदाएँ स्वीकृत/अस्वीकृत/निरस्त समस्त समस्त अधिकार कलेक्टर जयपुर में निहित होंगे।

जिला कलेक्टर
जयपुर

प्रतिलिपि निम्न को सूचनार्थ, नोटिस बोर्ड पर चस्पार्थ एवं आवश्यक कार्यवाही
हेतु प्रस्तुत है:—
1. सचिव, जयपुर विकास प्राधिकरण जयपुर।
2. रंजिस्ट्रेट शासन संचालन जयपुर।
3. सचिवालय आयुक्त कार्यालय जयपुर।
4. आयुक्त, नगर निगम मुख्यालय जयपुर।
5. सूचना एवं जनसमर्पण अधिकारी कलेक्टर जयपुर।
6. नोटिस बोर्ड कलेक्टर जयपुर।

जिला कलेक्टर
जयपुर
निविदा प्रपत्र

फर्म का नाम :
पूर्ण पता :
विधि : स्टेशनरी सामग्री की निविदा
प्रसंग : अपनका पत्र क्रमांक / स्टेट / 16/268 दिनांक 09.03.2016
dोहराहर राशि रूपये .......................... रसीद संख्या .......................... दिनांक 

जी.डी./बैठक चैंक संख्या..........................दिनांक..........................

प्रारम्भिक पत्र के अन्तर्गत जिला कलेक्टर जयपुर की प्रकाशित निविदा सूचना के साथ

नें आपकी सभी शर्तों को हमने ध्यानपूर्वक अध्ययन कर लिया है और हम पूर्वप्रति स्वीकार है।

जिसके फलस्वरूप हमने सभी पृष्ठों पर हस्ताक्षर कर दिये हैं। इनका पालन करने के लिये यथासमत

है और इन सामग्री की आपूर्ति करने की पूर्ण शक्ति है। हमारी फर्म की दर हिन्दीगुन्सार है:

<table>
<thead>
<tr>
<th>क्र. सं.</th>
<th>सामग्री का नाम</th>
<th>सामग्री का विवरण</th>
<th>अनुमानित क्रय मान</th>
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<tbody>
<tr>
<td>1.</td>
<td>फोटो स्टेट पेपर टी.एन.पी.एल।</td>
<td>21.5X34.5 सैमी. 75जी.एस.एम. प्रति रिम</td>
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<td>ए–4.75 जी.एस.एम प्रति रिम</td>
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<td>आधीवैण पेपर जोड़ा</td>
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<td>4.</td>
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<td>150 एम.एल प्रति सींसी</td>
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<td>5.</td>
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<td>26X4 ईंच वक्तौत फाइल 1 मीटर सींसी</td>
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<td>80 जी.एस.एम. का कागज विस्कुल हुआ।</td>
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<td>18X12 ईंच प्रति 100</td>
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<td>210X330 एम.डब्ल्यू.एम. प्रति पैकेट 100 शीट</td>
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<td>फैक्सकार मुद्रित आपका नाम</td>
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<td>18.</td>
<td>फाइल फलस्क कोरस/कोमलन</td>
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<td>19.</td>
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<td>सी.60 जी.एस.एम. प्रति 1000</td>
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<td>कंप्यूटर मुद्रण कार्य सेन्टरी</td>
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<td>लेनर पेपर 70 जी.एस.एम.</td>
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<td>स्टार कंपनी का</td>
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<td>ए-4 साइज</td>
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<td>लीला साइज</td>
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</table>

हस्ताक्षर
फर्म प्रोपराइटर/पार्टनर
निविदा की शर्तें

1. निर्धारित निविदा पत्र की कीमत 200/ रूपये है जो जिला कार्यालय के कंटेंटर से दिनांक 31.03.2016 तक अपराह्न 2.00 बजे तक प्राप्त कर सकते हैं।

2. निविदा प्रपत्र दिनांक 04.04.2016 को दोपहर 3.00 बजे तक अमानत राशि रूपये 7000/ के साथ मोहब्बत लिफाफे में प्रस्तुत करना होगा।

3. सफल निविदादाता को नियममुनसार प्रतिमूर्ति राशि जमा करानी होगी।

4. सफल निविदादाता की अमानत राशि को प्रतिमूर्ति राशि में समायोजित कर लिया जाएगा। जिसका पूर्ण मुग्धातन समूह सामग्री आदेशानुसार प्राप्त नहीं होने पर प्रतिमूर्ति राशि को जब्त कर लिया जाएगा। इस संबंध में 500/ रूपये के नाम ह्यूड्रॉशोल्यू टाइप पर अनुबंध पत्र निविदादाता को देना होगा।

5. आदेश जारी होने के 15 दिवस में समूह सामग्री कार्यालय फुटर में आपूर्ति करनी होगी। समयावधि में सामग्री की आपूर्ति नहीं होने की दशा में प्रतिमूर्ति राशि जब्त कर नियमानुसार कार्यवाही की जावेगी।

6. क्रेडिट का जा रही सामग्री का आवश्यकतानुसार प्रयोगशाला में परीक्षण कराया जाएगा। सामग्री स्पेशिफिकेशन के अनुसार प्राप्त नहीं होने पर नियमानुसार फॉर्म के विरुद्ध कार्यवाही की जावेगी।

7. फॉर्म द्वारा प्रस्तुत दरे समस्त व्यय, टेक्स, किराया सहित जिला कलक्टर जयपुर के भण्डार में पहुंचाने के लिये होगी। पृथक से किसी प्रकार अन्य भुगतान देने नहीं होगा।

8. निविदा शर्तें या आशय में किसी प्रकार का विवाद उत्पन्न होता है तो विभागाध्यक्ष का निर्णय ही मान्य होगा।

9. दरे दिनांक 31.03.2017 तक मान्य होगी।

10. उपरोक्त शर्तों के अतिरिक्त निविदादाता द्वारा रखी गई किसी अन्य शर्त पर विवाद नहीं किया जावेगा।

11. निविदा रेटिक्ल/आसिओडेस निरस्त करने सम्बन्धी समस्त अधिकार कलक्टर जयपुर में निरस्त होंगे।

12. आवेदक को ऑनलाइन फॉर्म लेने पर निविदा फॉर्म जमा कराने समय फॉर्म के साथ-साथ 200 रूपये की डी.डी. (फॉर्म शुल्क) आवश्यक रूप से कार्यालय में जमा कराना होगा अन्यथा फॉर्म निरस्त होगा जावेगा।

उपरोक्त समस्त शर्तें हम/फॉर्म को मान्य हैं तथा पढ़ समझकर हस्ताक्षर किये हैं।

हस्ताक्षर
फॉर्म प्रोप्राइटर/पार्टनर
Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall:
(a) not offer or take, receive or give 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.
1. 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

h. 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.

Decl
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: ________________________
Phone: ________________________

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 ___________________________

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 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.

Doc 1
(e) 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.

(f) Fee for filing appeal

(i) Fee for first appeal shall be fixed at Rs. 500 /- and for second appeal, Rs. 1000 /-, which shall not be refundable.

(ii) The fee shall be paid in the form of a 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.

Doot
FORM No. 1

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

Dated
Correction of arithmetical errors

1. If 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;
2. 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
3. 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 Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

1. 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.
2. 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 50% 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.
Declaration by the Bidder

I/we hereby declare under section 7 of Rajasthan transparency in public procurement Act. 2012. That:

1. I/we passes the necessary professional, Technical, Financial and Managerial recourses and competence required by the document issued by 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 have my/our affairs administered by a count or a judicial officers, not have my/our business. Activities suspended and not the subject of legal proceeding 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 falls statements or misrepresentations as to my/our qualification to enter in to a procurement contract within a period of three years proceeding the commencement of this procurement process or not have been otherwise disqualified pursuant to deparment proceeding.

5. I/we do not have confute of interest has specified in the Act. Rules and the bidding document which materially affects fair competition

______________________________
Signature of Bidder

Name:

Designation:

Date:

Address:

Place: