

बिड प्रपत्र

अन्तिम तिथि:-

समय:-

राजस्थान सरकार

कार्यालय भू-प्रबन्ध आयुक्त, राजस्थान, जयपुर
विमान भवन, गोपालबाडी, जयपुर

1. ए.सी. की सीमित बिड प्रस्तुत करने वाली फर्म का नाम, डाक का पता व मोबाईल नम्बर
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2. किसको सम्बोधित किया गया:- कार्यालय भू प्रबन्ध आयुक्त, राजस्थान, जयपुर
संदर्भ क्रमांक :
3. बिड शुल्क की राशि रुपये डी0डी0/बैंकर चैक सख्यादि0
द्वारा जमा करा दी गई है।
4. हम अति. भू-प्रबन्ध आयुक्त, राजस्थान, जयपुर द्वारा जारी की गई गई बिड
क्रमांक/फा/स्टोर/भूप्रआ/18/2018-19/.दिनांक 18.06.18 .में वर्णित सभी शर्तों से तथा
संलग्न प्रपत्र में दी गई उक्त बिड सूचना के अतिरिक्त शर्तों से बाध्य होना स्वीकार करते
हैं। (इनके सभी पृष्ठों पर उनमें उल्लिखित शर्तों के हमारे द्वारा स्वीकार किए जाने के
प्रमाण में हमने हस्ताक्षर कर दिये गये है।)
5. सीमित बिड के साथ जी.एस.टी./पंजीयन प्रमाण-पत्र एवं आयकर विभाग द्वारा जारी पेन
नम्बर की प्रमाणित प्रति प्रस्तुत करना आवश्यक है।
6. सामान की कीमत/सेवा पर जी.एस.टी. टैक्स अलग से देय हो तो उसका स्पष्ट उल्लेख दरों
में किया जावे।
7. सीमित बिड की दरे स्पष्ट रूप से शब्दों एवं अंको मे अंकित की जावे, कटिंग नही करे।
अगर कोई कटिंग है तो पूर्ण हस्ताक्षर करके प्रमाणित करें।
8. सीमित बिड प्रपत्र में अंकित शर्तों के अतिरिक्त किसी प्रकार की कोई शर्त अंकित नही की
जावे। सशर्त बिड स्वीकार नही की जावेगी।

9. विशेष परिस्थितियों में राज लोक उपापन में पारदर्शिता नियम-2013 के नियम-74 के अनुसार अधिनिर्णय के समय कार्य एक से अधिक बोली लगाने वालों के बीच परिणामों का विभाजन Fair, Transparent & equitable manner से किया जा सकेगा।
10. बोली दस्तावेजों में परिवर्तन:- बोली प्रस्तुत करने के लिए अन्तिम समय-सीमा से पूर्व किसी भी समय, उपापन संस्था किसी कारण से चाहे स्वप्रेरणा पर या बोली लगाने वाले के द्वारा स्पष्टीकरण के लिए किसी अनुरोध के परिणामस्वरूप, धारा 23 के उपबंधों के अनुसार युक्तिका जारी करके बोली दस्तावेजों को उपान्तरित कर सकेगी।
11. बिड को स्वीकार करने अथवा बिना कारण बताये अस्वीकार करने का समस्त अधिकार अधोहस्तोक्षरकर्ता को होगा।
12. सीमित बिडदाताओं को अमानत राशि के बतौर बिड सूचना में उल्लेखित अमानत राशि बिड के साथ डी0डी0/बैंकर चेक द्वारा जमा करानी होगी।
13. स्वीकृत बिडदाता को 500/- रुपये के नॉन-ज्यूडिशियल स्टाम्प पेपर पर अनुबन्ध निर्धारित प्रपत्र पर प्रस्तुत करना होगा।
14. स्वीकृत बिडदाता को प्रतिभूति की रकम के रूप में आदेशित राशि का 5 प्रतिशत जमा करवाने होंगे, जो नियमानुसार कार्य पूर्ण होने पर लौटा दिये जावेगे। सफल बिडदाता की अमानत राशि के पेटे जमा राशि/प्रतिभूति राशि में समायोजित की जायेगी।
15. सीमित बिड के साथ बिड फार्म, अमानत राशि का डी.डी./बैंकर चेक, फर्म का रजिस्ट्रेशन प्रमाण-पत्र, जी.एस.टी/ टिन नम्बर एवं बिड में वर्णित अन्य आवश्यक दस्तावेज संलग्न करना आवश्यक है।
16. सफल बिडदाता उपरोक्त शर्तों के अतिरिक्त राजस्थान लोक उपापन में पारदर्शिता नियम-2013 की शर्तों को मानने हेतु बाध्य होगा तथा बिड फार्म शर्तों की प्रस्तुत सूची के प्रत्येक पृष्ठ पर अपने हस्ताक्षर करेगा।
17. सीमित बिडदाता अपनी संविदा को या उसके किसी भाग को किसी अन्य एजेन्सी को नहीं सौपेगा।
18. यह मान लिया जायेगा कि बिडदाता द्वारा समस्त सीमित बिडशर्तों को सावधानीपूर्वक जाँच कर पढ़ समझ लिया है जिस पर बिडदाता पूर्ण रूप से सहमत होकर प्रत्येक पृष्ठ पर अपने हस्ताक्षर कर रहा है।
19. सीमित बिडदाता फर्म का नाम एवं डाक का पुरा पता एवं फोन नम्बर अंकित होना चाहिए।

20. उपापन समिति की अनुशंषा उपरान्त सक्षम स्वीकृति के बाद ही आदेश दिया जावेगा।
21. स्वीकृत सीमित बिडदाता को ए.सी. वारंटी अवधि में खराब होने पर 24 घण्टे के भीतर मशीन/उपकरण को सही कर चालू करना होगा। इसके लिए स्वीकृत बिडदाता को फैंक्स, ई-मेल आई.डी./फर्म का पता आदि देने होंगे।
22. खराब उपकरण 24 घण्टे के भीतर सही नहीं किये जाने पर स्थानीय बाजार से कार्यालय स्तर पर ठीक कराया जावेगा, कार्यालय द्वारा भुगतान कर दिया जाएगा, अधिक राशि फर्म से वसूल किया जाएगा एवं शास्ति भी लगाई जा सकेगी।
23. ए.सी. की दरे एक वर्ष के लिये अनुमोदित की जावेगी। दोनो पक्षो की सहमति से आरटीपीपी एक्ट के अनुसार ए.एम.सी. की अवधि नियमानुसार बढ़ाई जा सकती है।
24. ए.सी. की वारन्टी भी उल्लेख दरो के साथ किया जाये।
25. ए.सी की प्रस्तुत दर में ए.सी. का इन्सटालेशन चार्ज भी शामिल होगा।
26. मशीन/उपकरण के निर्माता का/अधिकृत डीलर/डीस्ट्रीब्यूटर का प्रमाण पत्र संलग्न करें।

बिड दाता के हस्ताक्षर मय सील

बिडदाता का नाम

पूर्ण पता

टेलीफोन नं (निवास)

(कार्यालय)

बिडदाताओं द्वारा घोषणा

मैं/हम घोषणा करता हूँ/करते हैं कि मैंने/हमने जिन मशीनो/उपकरणों के लिए जो बिड दी है, उससे सम्बन्धित निविदा की शर्तों को ढंग से पढा एवं समझा है तथा हम निविदा की शर्तों से सहमत है तथा इन शर्तों को मानने हेतु बाध्य है।

यदि यह घोषणा असत्य पायी जाए तो विभाग मेरे/हमारे विरुद्ध किसी भी कानूनी कार्यवाही हेतु अधिकृत होगा एवं मेरी/हमारी प्रतिभूति को पूर्ण रूप में समपहत कर लिया जाएगा तथा बिड को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द कर दिया जाए।

बिड दाता के हस्ताक्षर मय सील

बिडदाता का नाम
पूर्ण पता

टेलीफोन नं (निवास)(कार्यालय)

बिड संबंधी तकनीकी प्रस्ताव

क्रम संख्या	नाम सामग्री	कार्य अनुभव संबंधित विवरण
1	2	3
1.	कार्यालय उपयोग हेतु ए.सी. के क्य के सम्बन्ध में। (सूची वित्तिय प्रस्ताव में संलग्न है।)	

1. बिड प्रपत्र शुल्क जमा डी.डी./चैक नं..... दिनांक.....
2. अमानत राशि जमा डी0डी0/बैंकर चैक नं..... दिनांक
3. पंजीयन प्रमाण-पत्र संलग्न है/नहीं है।
4. पैन नम्बर की प्रमाणित प्रति संलग्न है/नहीं है।
5. जी.एस.टी. रजिस्ट्रेशन नम्बर संलग्न है/नहीं है।
6. निर्माता का अधिकृत डीलर/डीस्ट्रीब्यूटर का प्रमाण पत्र संलग्न है/नहीं है।

हस्ताक्षर बिडदाता
फर्म का नाम.....
.....
मो0/फोन नं0.....

बिड संबंधी वित्तीय प्रस्ताव (दरो सम्बन्धी)

क्रम संख्या	नाम सामग्री	संख्या	दर प्रति नग	जी.एस.टी	कुल राशि
1	2	3	4	5	6
1	स्पलिट ए.सी. 1.00 टन 3 स्टार नॉन इन्वर्टर	3			
2	स्पलिट ए.सी. 0.75 टन 3 स्टार नॉन इन्वर्टर	2			

नोट:- दर में इन्सटालेशन चार्ज भी शामिल होगा।
दर के साथ ए.सी का मेक कम्पनी का नाम दर्ज करना आवश्यक है।

हस्ताक्षर बिडदाता

फर्म का नाम.....

मो0/फोन नं0.....

Annexure A : Comparative 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 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 behaviour to impair the transparency, fairness and progress of the procurement process;
- d) not misuse of any information shared between the procuring entity and the Bidders with not 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 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 obligation, 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 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 administrated 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 Secretary, Revenue Rajasthan Secretariat, Jaipur.**

The designation and address of the **Second Appellate Authority is Secretary, Finance Rajasthan Secretariat, 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 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 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 us 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 Appeal Authority, as the case may be, in person or through registered post of authorized representative.

6) Fee or filling 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.

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

Appeal No. of

Before the (First/Second Appeal Authority)

1. Particulars of appellant:

i. Name of Appellant: Settlement Commissioner, Rajasthan, jaipur

ii. Official Address, if any:

iii. Residential Address:

2. Name and address of the respondent(s):

i. Revenue Secretary, Rajasthan Secretariat, jaipur.

ii.

iii.

3. Number and date of the order appealed against and name and designation of the officer/authority who have 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 Signature

Annexure D: Additional Conditions of Contract

1. Correcting 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 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 total corresponding to the addition or subtraction of subtotals, the subtotals 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 the Contract.

- iii. In case of Procurement of Goods or services, additional quantity may be proceeding by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25 percentage 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.