

| कार्यालय निदेशक, राजस्थान पुलिस अकादमी, जयपुर ||

निविदा प्रारूप
वित्तीय बिड (देखिए नियम 68)

1. राजस्थान पुलिस अकादमी, जयपुर स्थित प्रशासनिक भवन की विभिन्न शाखाओं में लगे प्रिन्टर्स के लिये नई कार्टिज सप्लाई करने हेतु हेतु निविदा।
2. निविदा प्रस्तुत करने वाली फर्म का नाम एवं डाक का स्थाई पता
.....इ-मेल एवं मोबाइल नं.
.....बोलीदाता का :- ऐन नं.
टिन नं.
जी.एस.टी. रजिस्ट्रेशन नं.
3. किसको सम्बोधित की गयी—निदेशक राजस्थान पुलिस अकादमी, जयपुर।
4. सन्दर्भ :-
5. निविदा शुल्क की राशि रु 500/- बैकर चैक/बैंक डिमान्ड ड्राप्ट सं. दिनांक
. के द्वारा जमा करा दी गई है।
6. निदेशक राजस्थान पुलिस अकादमी, जयपुर द्वारा दी गई निविदा सूचना संख्या.....दिनांक
.में वर्णित सभी शर्तों से तथा संलग्न शीट (इनके सभी पृष्ठों पर उनमें उल्लेखित शर्तों के हमारे द्वारा स्वीकार किये जाने के प्रमाण में हमने हस्ताक्षर कर दिए हैं) में दी गई उक्त निविदा सूचना की अतिरिक्त शर्तों में बाध्य होना स्वीकार करते हैं।
7. सामान का विवरण एवं र्योशीफिकेशन परिशिष्ट 'ए' पर संलग्न है।
8. निविदाएं तकनीकी बिड व वित्तीय बिड अलग—अलग लिफाफों में प्रस्तुत की जावेगी। तकनीकी बिड में सफल निविदादाताओं की ही वित्तीय बिड खोली जावेगी।
9. कार्य की मात्रा वास्तविक मांग अनुसार घटाई एवं बढ़ाई जा सकती है।
10. बैंक ड्राप्ट/बैकर्स चै सं.....दिनांक.....द्वारा राशि रु/- बयाना राशि के पेटे जमा करवाई गई।
11. निविदा के साथ जी.एस.टी. रजिस्ट्रेशन, जीएसटी रिटन एवं अन्य आवश्यक दस्तावेज संलग्न करना अनिवार्य है।
12. विनिर्माता/डीलर आदि का घोषणा पत्र एस.आर. 11 में संलग्न है।
निविदा शर्त मेरे द्वारा देख ली गयी है तथा प्रत्येक पृष्ठ पर हस्ताक्षर कर दिए गये हैं।

नोट:- उक्त मशीनों के वार्षिक रख— रखाव हेतु निम्न शर्ते आवश्यक होगी—

1. कार्टिज/टोनर खत्म होने की स्थिति में फर्म द्वारा उसी कम्पनी का नया लगाया जायेगा।
(कार्टिज/टोनर रिफिल नहीं करवाये जाएंगे)
2. प्रत्येक मशीन के लिये एक—एक अतिरिक्त टोनर/कार्टिज अग्रिम रखे जायेगे।
3. संस्थान द्वारा केवल पेपर उपलब्ध करवाये जायेंगे।

निविदादाता के हस्ताक्षर

टोनर कार्ट्रिज / ड्रम वार्षिक रख-रखाव के कार्य का विवरण एवं स्पेसिफिकेशन

Sr. No.	Printer Make	Printer Model	Number of Printers	Toner Cartridge/Drum	Rate Inc.GST
1	Brother	DCP-L2520D	1	TN-2365 (Original Toner Cartridge)	
2	Brother	HL-L2351DW	4	TN-2465 (Original Toner Cartridge)	
3	Canon	LBP2900B	3	303 (Original Toner Cartridge)	
4	Canon	imageCLASS MF4320d	1	12A (Original Toner Cartridge)	
5	Canon	imageCLASS MF4750	1	328 (Original Toner Cartridge)	
6	Canon	imageCLASS MF4570dn	1	128 (Original Toner Cartridge)	
7	HP	LaserJet MFP M427fdn	1	28A (Original Toner Cartridge)	
8	HP	LaserJet Pro MFP M329dw	2	77A (Original Toner Cartridge)	
9	HP	LaserJet Pro MFP M227fdw	1	30A (Original Toner Cartridge)	
10	HP	LaserJet M1136 MFP	2	88A (Original Toner Cartridge)	
11	HP	Laser Jet 1020 plus	5	12A (Original Toner Cartridge)	
12	HP	LaserJet P1007	3	88A (Original Toner Cartridge)	
13	HP	Laser Jet P1606dn	2	278A (Original Toner Cartridge)	
14	HP	LaserJet Pro M203dw	2	30A (Original Toner Cartridge)	
15	HP	LaserJet Pro M305dn	2	77A (Original Toner Cartridge)	
16	HP	HotSpot M1218nfs MFP	1	88A (Original Toner Cartridge)	
17	HP	Laser Jet 1020	1	12A (Original Toner Cartridge)	
18	HP	LaserJet M1005 MFP	4	12A (Original Toner Cartridge)	
19	HP Colour	LaserJet Pro 500 Colour MFP m570dw	1	CE400A/CE401A/CE402A/CE403A (Original Toner Cartridge)	
20	HP Colour	LaserJet Pro MFP M176n	1	CF350A / CF351A / CF352A / CF353A (Original Toner Cartridge)	
21	KONICA MINOLTA Colour	bizhub C226i	1	TN228Y/TN228M/TN228C/TN228K (Original Drum)	
22	KYOCERA	ECOSYS M2640idw	2	TK-1178 (Original Toner Cartridge)	
23	SAMSUNG	ML 2161	3	MLT-D101S (Original Toner Cartridge)	
24	SAMSUNG	Xpress M2880FW	1	MLT-D115L (Original Toner Cartridge)	

- (i) यदि भागीदारी फर्म हो तो "पार्टनरशिप डीड" की अनुप्रमाणित प्रति।
 - (ii) यदि भागीदारी फर्म रजिस्ट्रार ऑफ फर्म्स के पास पंजीकृत हो तो पंजीयन संख्या एवं उसका वर्ष।
 - (iii) एक मात्र स्वामित्व के मामले में आवास एवं कार्यालय का पता, टेलीफोन नम्बर।
 - (iv) कम्पनी के मामले में कम्पनी के रजिस्ट्रार के द्वारा जारी किया गया प्रमाण—पत्र।
41. किसी भी निविदा/बिड को बिना कोई कारण बताये स्वीकृत/अस्वीकृत करने का अधिकार निम्न हस्ताक्षरकर्ता के पास सुरक्षित है।
42. राज्य से बाहर की फर्म की दरें न्यूनतम आने पर उस फर्म का राजस्थान में ब्रांच ऑफिस होना अनिवार्य है।
43. ब्लैक लिस्टेड फर्म की निविदाएं स्वीकार नहीं हैं।
44. निविदा प्रणाली RTPP Act – 2012, Rules – 2013 के अनुसार होगी।
45. तकनीकी रूप से सफल निविदादाताओं को उत्पाद के प्रदर्शन (demo) के लिए उपस्थित होना अनिवार्य है। जिसका उन्हें कोई शुल्क प्रदान नहीं किया जावेगा।
46. तंग करने वाली अपीले या परिवादः— जो कोई भी किसी उपापन में विलम्ब कारित करने या उसे विफल करने या किसी उपापन संस्था या किसी अन्य बोली लगाने वाले को हानि कारित करने के आशय से इस अधिनियम के अधीन कोई तंग करने वाली, तुच्छ या द्वेषपूर्ण अपील या परिवाद दाखिल करता है, वह ऐसे जुर्माने से दण्डनीय होगा जो राशि बीस लाख रुपये या उपापन के मूल्य के पांच प्रतिशत जो भी कम हो, तक का हो सकेगा।
47. प्रतिभूति निष्केप/कार्य सम्पादन प्रतिभूति:— सफलतम बोली लगाने वाले को कुल रकम का 2.5 प्रतिशत (जो कि 2 प्रतिशत अमानत राशि के अलावा देय होगी) अलग से धरोहर राशि के रूप में जमा कराना अनिवार्य होगा। अमानत राशि की रकम बाद में धरोहर राशि में समायोजित की जा सकती है।
मैंने/हमने उपर्युक्त समस्त शर्त ध्याननूर्वक पढ़ ली हैं। मैं/हम इनका निष्पादन करने के लिए बाध्य हैं।

निविदादाता के हस्ताक्षर

मय मुहर

(निविदा की समस्त शर्त स्वीकार करने के प्रमाण—स्वरूप)

एस.आर. प्रारूप—11

निविदादाताओं द्वारा घोषणा

मैं/हम/घोषणा करता हूँ/करते हैं कि मैंने/हमने जिन मालों/सामानों/उपकरणों के लिए निविदा दी है, उनका/उनके/मैं/हम/बोनाफाइड विनिर्माता/थोक विकेता/सोल वितरक/प्राधिकृत डीलर/डीलर/सोल विक्रय/विपणन एजेण्ट हूँ/हैं।

यदि यह घोषणा असत्य पायी जाए तो किसी भी अन्य कार्रवाई, जो की जा सकती है, पर प्रतिकूल प्रभाव वाले बिना मेरी/हमारी प्रतिभूति को पूर्ण रूप से समरप्त किया जा सकेगा तथा निविदा को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

निविदादाता के हस्ताक्षर

मय मुहर

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 interest 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 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 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 :

Signature of bidder

Place :

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) Filling an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of 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 of 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 evaluated 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 whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it off 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 authorized 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 or 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 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 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. Particulars of appellant:

- (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 of omission of the Procuring Entity in contravention of 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 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 expected

2. Correction of arithmetical errors

- (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 condition 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 the 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 time of award (In case of procurement of Goods)

As 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 lower Bidder or even more Bidder, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.