

मैं/हम/घोषणा करता हूँ/करते हैं कि मैंने/हमने जिन सेवाएँ, /सामानों/उपकरणों के लिए बोली दी है, उनका/उनके/मैं/हम उत्पादक/थोक विक्रेता/अधिकृत विक्रेता/मार्केटिंग एजेंट/अधिकृत फर्म/बोनाफाईड डीलर/सद्भावी व्यवहारी हूँ/है।

यदि यह घोषणा असत्य पायी जाए तो किसी भी अन्य कार्यवाही, जो की जा सकती है, पर प्रतिकूल प्रभाव डाले बिना, मेरी/हमारी प्रतिभूति को पूर्ण रूप में समपहत कर किया जा सकेगा तथा बोली को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

बोलीदाता के हस्ताक्षर

मैं/हम घोषणा करता हूँ / करते हैं कि जिस कार्य के लिए निविदा की गई है उसका मेरे/संस्था के पास कार्य पूर्ण अनुभव है। यदि यह घोषणा असत्य पाई जावे तो किसी भी अन्य कार्यवाही जो की जा सकती है पर प्रतिकूल प्रभाव डाले बिना मेरी/हमारी धरोहर राशि को पूर्ण या आंशिक रूप से जब्त की जा सकती है तथा निविदा को जिस भाग/सीमा तक स्वीकार किया गया है को रद्द किया जा सकेगा।

बोलीदाता के हस्ताक्षर

Form No. – 1
(See sub-rule 1 of rule 83)

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

Appeal Noof

Before..... (Appellate Authority)

1 Particulars of appellant:

(i) Name and father's name of the appellant :.....

(ii) Official address :.....

(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, 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 enclose with the appeal:

6. Grounds of appeal:-

.....
.....(Supported by an
affidavit)

7. Prayer.....
.....
.....

Place

Date

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 interests that could improperly influence that party's performance of official 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 an 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 abiding 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 Qualification Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of..... in response to their Notice Inviting Bid 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 Bidding Document, which materially affects fair competition;

Date:

Signature of Bidder

Place :

Name:

Designation:

Address:

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority :

The designation and address of the Second Appellate Authority :

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 or the Guidelines issued thereunder, he may file an appeal to 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 endeavor to dispose of it 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 of the Procuring Entity is aggrieved by the order passed by the Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be.

4) Appeal not to lien 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 Appellate Authority, as the case may be, in person or through registered post or authorized representative.

6) Fee for Filing Appeal

- a) Fee for filing appeal shall be rupees two thousand five hundred, which shall be non refundable.
- b) The fee shall be paid in the form of bank demand draft of 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 Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by a copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the 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.

Additional Conditions of Contract

1. Correction of arithmetic errors.-

Provided that Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis, namely: -

- a) 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;
- b) 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
- c) 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 (a) and (b) 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.-

- a) At the time of award of contract, the quantity of Goods, works or service 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.
- b) 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.
- c) 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 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 suppliers 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.-

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, then in such cases, the quantity may be divided between the Bidders, 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.

Certificate regarding compliance to Terms and Condition of Tender

To,

Secretary / Ex.En.
UIT, BALOTRA.
{Procuring entity},

NIB No: ----- Dated-----
TENDER ID -

I/We confirm that I/We are authorized to submit tender on behalf of the firm participating in the tender and have perused the entire Bid/Tender document including all its amendments till date.

Having perused the subject tender with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms and conditions as mentioned in Bid/Tender document including technical particulars, Detailed technical specifications of the product, Special Terms and Conditions and General Terms and conditions wherever indicated, offer validity, Terms of delivery without any deviations whatsoever.

1. I/We also confirm acceptance of all General Terms and Conditions of the tender documents.
2. I/We certified that the prices quoted against the tender are competitive and without adopting any unfair/unethical means in including cartelization.
3. I/We certified that the tendering firm has not been banned by any Government Department of the State/Government of Inida/PSU/Local Bodies/Other Insitute from business dealings.
4. I/We also certified that the information given above is factually correct, true and nothing material has been concealed

Dated :-

Signature of the Bidder with Seal

Place :-

Name :-

Address :-

CERTIFICATE OF CONFORMITY/ NO DEVIATION

To,

Secretary / Ex.En.
UIT, BALOTRA.
{Procuring entity},

NIB No: ----- Dated-----

TENDER ID -

CERTIFICATE

This is to certify that, the specifications of office stationary which I/ We have mentioned in the Technical bid, and which It We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

1. I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.
2. I/ We certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the work, to meet the desired Standards set out in the Tender/ bidding Document.
3. I/We certify that the Goods and Services Tax (GST) will not be charged more than what is payable under the provision of the relevant Act or the Rules made there under.
4. I/We certify that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under
5. I/We certify that the Seller is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
6. I/We hereby certify that the rates offered in Financial Bid are reasonable and justified and we are not marketing lower rates to other departments on condition of the tender and contract.

Dated :-

Place :-

Signature of the Bidder with Seal

Name :-

Address :-

सामग्री आपूर्ति/ संकर्म कार्य बाबत सहमति पत्र

श्री.....पुत्र श्री.....
जाति.....निवासी.....तहसील.....
.....जिला..... राज्य..... प्रो.
मै..... यह शपथ पूर्व बयान करता हूँ कि:-
1- यह है कि मेरी फर्म मैसर्स
..... है।
2- यह है कि मेरी फर्म उक्त निविदा में सफल होने की स्थिति में अंकित समस्त सामग्री की आपूर्ति/
संकर्म कार्य समय पर पूर्णकर दुंगा। समय पर सामग्री की आपूर्ति/संकर्म कार्य पूर्ण करने की सहमति देता
हूँ।

हस्ताक्षर बोलीदाता
मय फर्म सील
तस्दीक:-

मैं शपथपूर्वक तस्दीक करता हूँ कि उक्त शपथ पत्र में वर्णित तमाम जानकारी मेरे निजी ज्ञान व
विश्वास से सही है। यदि यह घोषणा असत्य पाई जाती है तो मेरी जमा धरोहर राशि जब्त की जा सकेगी।
परमात्मा मेरी मदद करें।

हस्ताक्षर बोलीदाता
मय फर्म सील

BIDDERS UNDERTAKING

I/We have clearly understood all the terms and conditions of the Bid and agreement etc. and agree to undertake the Bid.

I/We will assure that I/We will strictly Bird by the terms and conditions of the Bid etc and the instructions issued by UIT Balotra from time to time.

I am/ we are enclosing the following documents as per the terms and conditions of the Bid:

1. Online transaction/DD/BC/BG No.....Dt.....for RS...../-
(.....) toward Bid security.
2. It is certified that the Bidder has no past or present criminal record with the Police/Vigilance of CS Department/ Vigilance and enforcement Department Govt. of Rajasthan or Govt. of any other State/Govt. of India.
3. Affidavit stating that the Bidder or any of the partners or Representatives were never Blacklisted/Banned/Debarred by the Civil Supplies entity of Central Government/any State Government/any Union Territory/State Agency at time or involved in diversion of stocks or involved in case under EC Act or Convicted by Court of Law in a criminal case.
4. Copy of the Partnership Deed/Memorandum of Association along with Permanent and Present Addresses of the partners in case of Firm/Directors in the case of Company.
5. Copy of the Registration Certificate of Bidder.
6. Copy of Registration Certificate under GST Act renewed up to date.
7. Registration Certificate for quality certification by or any Other Agency, if applicable.

I/We hereby affirm that UIT Balotra is at liberty to take action against me/us as per the terms and conditions of Bid Document, if the above said statement proves to be wrong at any point of time.

SIGNATURE OF THE BIDDER WITH SEAL

Date:

Name:

Place:

Address:

शपथ पत्र

श्री.....पुत्र श्री.....
जाति.....निवासी.....तहसील.....
जिला.....राज्य.....प्रो. मै

..... यह शपथ पूर्व बयान करता हूँ कि:-

- 1- यह है कि मेरी फर्म को किसी भी राजकीय विभाग/उपक्रम/बोर्ड/निकाय/संस्था द्वारा विवर्जित/ ब्लैकलिस्टेड नहीं किया गया है।
- 2- यह है कि मेरी फर्म पूर्व में भी किसी तरह से विवर्जित/ब्लैक लिस्टेड से कोई सम्बन्ध नहीं है तथा न ही किसी तरह से मैने फर्म के नाम से गलत उपयोग किया है।
- 3- यह है कि बोली प्रक्रिया के निर्णय से संबंधित कार्मिकों/अधिकारियों तथा क्रय आदेश देने वाले अधिकारियों/कार्मिकों/लोकसेवकों/संविदाकर्मियों से मेरा कोई रिश्ता नाता नहीं है एवं न ही मेरे परिजन है।
- 4- यह है कि मेरे या मेरी फर्म के खिलाफ कोई आपराधिक प्रकरण न्यायालय में लंबित नहीं है एवं न ही किसी न्यायालय द्वारा दंडित किया गया है।
- 5- यह है कि मेरी फर्म का अनुबंध समय से पूर्व समाप्त कर पृथक से बोली जारी की जाती हैं तो इस संबंध में मेरे द्वारा कोई वाद/आपत्ति दर्ज नहीं की जाएगी।
- 6- यह है कि मैंने/हमने नगर विकास न्यास, बालोतरा द्वारा बोली प्रपत्र की सभी शर्तें पढ़कर समझ ली है तथा मैं/हम इन समस्त शर्तों का पालन करने के लिए पूर्णतः सहमत हूँ एवं मुझे/हमें सभी शर्तें स्वीकार है। साथ ही यदि तकनीकी बोली में मैं/हम असफल रहता हूँ/रहते हैं तो मेरी/हमारी वित्तीय बोली नहीं खोली जाए।

हस्ताक्षर बोलीदाता
मय फर्म सील

तस्दीक:-

मैं शपथपूर्वक तस्दीक करता हूँ कि उक्त शपथ पत्र में वर्णित तमाम जानकारी मेरे निजी ज्ञान व विश्वास से सही है। यदि यह घोषणा असत्य पाई जाती है तो मेरी जमा धरोहर राशि जब्त की जा सकेगी। परमात्मा मेरी मदद करें।

हस्ताक्षर बोलीदाता
मय फर्म सील