



SARDAR PATEL UNIVERSITY OF POLICE, SECURITY & CRIMINAL JUSTICE
(Established Under State Legislative Assembly Act of Govt. of Rajasthan)
Mathania Road, Daizer, Jodhpur-342304, Rajasthan

NIT NO.07/2018-19

Empanelment of Vendors for Supply of Books (Print & Electronic) to Sardar Patel University of Police, Security and Criminal Justice, Jodhpur, Library

Ref. No. SPUP/LIB/2018-19/

Date: 29.11.18

Sardar Patel University of Police, Security and Criminal Justice, Jodhpur invites open offer of interest for “Empanelment of Vendors for the Supply of Books (Print & Electronic)” on prescribed format from reputed vendors/distributors/library suppliers in India, to SPUP, Jodhpur Library. The details with terms and conditions can be download from the website www.policeuniversity.ac.in and www.sppp.rajasthan.gov.in in **DD** in favour of “**Registrar, SPUP**”, is required in case of downloaded version as tender form charges of **Rs 500/-** along with tender or tender form can be directly obtained from Registrar office on payment of **Rs 500/-**.

This empanelment will be valid initially for one year and may be extendable up to one next year at the sole discretion of the University.

Interested vendors/distributors/library suppliers may submit the applications along with one copy each of the requisite documents to the Registrar, Sardar Patel University of Police, Security and Criminal Justice, Daijer, Jodhpur - 342304”.

Last Date for Submission of Applications: 13/12/2018 till 05.00 PM

Date and time of opening Bid: 14/12/2018 at 11:00 AM

Instructions for applicants, detailed terms and conditions, application proforma are as follows:

Instructions for applicants:

- Interested vendors/distributors/library suppliers should submit application form in sealed envelopes superscribing – Application for Empanelment for the supply of Books (Print & Electronic) to Registrar, SPUP, Jodhpur.
- The application should be signed by an authorized signatory of the vendor(s) bearing his/her full name and status, clearly indicated below the signature along with the official seal of the firm.
- Incomplete and conditional applications will not be considered.
- At any given point of time, if any of the documents furnished by the vendors/suppliers is found to be false, it would be deemed to be a breach of terms of contract making the firm concerned liable for legal action besides termination of empanelment.

- Strict discipline is expected to be maintained with respect to application for empanelment. No canvassing or repeated communication should be made with the library. Failing to maintain this discipline, the applicants are liable to be black-listed by the University.
- The received application(s) after the due date and time will not be considered.
- The applications will be scrutinized and shortlisted for empanelment by a Committee. This Committee will be constituted by the competent authorities of the University. The shortlisted vendors will be informed by email and/or by regular post for further procedure, as required.
- The short-listed vendor(s)/distributors(s)/library supplier(s) for empanelment are required to agree to supply as per the University's "Terms & Conditions for Supply of Books (Print & Electronic)" as stipulated hereunder.

The empanelment for supply of books (print & electronic) will be governed by the following "Terms and Conditions".

1. **General**

- (i) The Registrar, SPUP, Jodhpur reserves the right to approve or reject any or all the vendors, whose decision will be final in all cases in respect of acceptance/rejection/arbitration.
- (ii) SPUP, Jodhpur does not bind itself to not to add to its approved list of vendors or to place the purchase order to any of the vendor.

2. **Enquiry on availability of books**

- (i) The library will place an enquiry with all the empanelled vendors for the required titles and number of copies of each thereof, by email.
- (ii) As per the provided list of books or other materials, the empanelled vendors have to respond within three (03) days, only by email with the following details:
 - Number of copies available;
 - Unit price (in original currency);
 - Discount offered (please refer to point no. 6);
 - Shipping time;
 - Validity of the quoted price(s), etc.

A proforma for the same will be provided to the empanelled vendors.

3. **Purchase Orders**

- (i) The library will place purchase orders with the empanelled vendor(s) offering the lowest price and/or the highest discount, as applicable, for the available latest/Indian edition.

- (ii) If two or more empanelled vendors offer the same discount and/or the lowest price, an approximate equal distribution of the purchase order(s) will be made among them.
- (iii) Supply of books has to be made strictly against the purchase orders only.
- (iv) Sending an acknowledgment within 3 days of the receipt of purchase order, which is taken as an acceptance of the purchase order, is mandatory, preferably by email.
- (v) Any clarification/query regarding the purchase order should be sought from the Library within five (05) days of receipt of the order.

4. Time-frame for supply

- (i) **20 days** (maximum) - for Indian/Foreign titles (if available in India).
- (ii) **45 days** (maximum) - for Foreign titles (if not available in India).
- (iii) If the requested title(s) is OFP (Out of Print) or POD (Print on Demand), sufficient valid supporting documentary proof should accompany the communication seeking any extra time for supply within **7 days** of order.
- (iv) In case of titles that are not supplied, a certificate of non-availability of those titles in the market from the publisher/publisher's distributor/stockiest should be furnished within the due date of supply **7 days**.
- (v) In case there is a delay that is foreseen in supply, the concerned empanelled vendor should send a communication to the library explaining the same and seeking an additional required time to supply the same, at least, seven (07) working days before the supply due date.
- (vi) If the provided reason for delay is justified with adequate proof e.g., communication from publisher/publisher's distributor or stockiest, the Library Committee may consider extending the supply time as may deem fit. However, this should not exceed **three to four (3-4) weeks** from the original supply due date.
- (vii) The supply should be free of freight charges.
- (viii) If the supply is made through Railway Parcel, in that case the freight must be pre-paid.
- (ix) If the supply is made by post, the books should be sent per registered post/parcel or courier, whose charges will be borne by the supplier. Books sent via V.P.P. will not be accepted.

- (x) Every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in supply, their quantity and price.

5. Conditions for cancellations of the released purchase orders

- (i) If the empanelled vendor(s) to whom the order has been placed fails to supply the entire order or approved part of the order within the stipulated time, without sending any written communication to the library regarding delay or its (their) inability to supply the ordered title(s), then the empanelled vendor(s) will be charged with liquidated damages at the rate of 1% to 5% (maximum) of the value of the order not fulfilled, per week, upto 4 weeks.
- (ii) Thereafter, the University reserves the right to cancel the order and place the empanelled vendor(s) in its black list after providing them an opportunity to represent their side.
- (iii) The decision of accepting supply of cancelled titles is at the sole discretion of the Library Committee and the decision of the competent authority of the University shall be final in this regard.

6. Edition specifications

- (i) Latest editions of books must be supplied. Books of the latest edition should be supplied, with confirmation and approval to that effect to the Library, even though the Purchase Order may have specified an older edition. The Library prefers to procure low priced editions, Thus, if a low priced edition of a book is available, then the Supplier is encouraged to inform its availability to the Library and on receipt of a reply confirmation, supply the book and bill accordingly.
- (ii) By default, paperback editions of books should be supplied.
- (iii) By default, Indian editions of books should be supplied.
- (iv) In case of unavailability of paperback and Indian editions, clarification/ permission should be sought, preferably by email, from the Library, regarding supply of the available editions in lieu of the default.

7. Discount: The following discount threshold pattern should be followed:

All books (except reference sources viz., handbooks, dictionaries and encyclopaedias etc.)	Not less than 20%
All Books - More than 4 copies	Not less than 25%

Textbooks	Not less than 25%
Reference material viz., handbooks, dictionaries and encyclopaedias etc.	Not less than 25%
Government publications & Short discount titles	As may be applicable.

In case if any textbook title or regular title does not attract even the minimum discount as specified in the above table, the reason should be explained while quoting for it.

8. Invoicing procedure and Conversion Rates

- (i) The Invoice should bear the firm's IT PAN/GST details.
- (ii) Pre-receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies).
- (iii) A revenue stamp should be affixed on the original bill and should be signed by authorized signatory.
- (iv) Invoice should be raised in favour of Registrar, Sardar Patel University of Police, Security and Criminal Justice, Daijer, Jodhpur-342304.
- (v) One invoice should be raised against one purchase order (P.O.) only. Titles from different P.O.s should not be combined and supplied under one invoice.
- (vi) The prices in the invoice should be indicated in original currencies.
- (vii) Reserve Bank of India (RBI) currency conversion rates as applicable on the date of P.O. / should only be followed, and should also be clearly indicated on the invoice.

9. Undertaking: Every invoice should certify the following

- (i) The prices charged in this invoice are the actual, current publisher's prices as billed to us; and are true and correct.
- (ii) The prices charged are as per the publisher's invoice (publishers/ importers/distributors) and latest catalogue.
- (iii) The books supplied against this order have been checked against defects in collation, binding, and condition of accompanying material viz., CDs etc., and for other physical conditions. If any defects are detected later, the defective books/CDs shall be replaced free of cost, at the destination of supply within 30 days of placing replacement request.

10. Mandatory enclosures with Invoice

- (i) A copy of publisher's/ distributor's invoice/copy of printed catalogue of the order period, as a price proof.
- (ii) A currency conversion proof with date.
- (iii) Every price proof and currency conversion proof should contain seal and authorized signature of the vendor.

11. Termination of empanelment: A vendor's empanelment may be terminated/dropped/black-listed from the panel of suppliers at the occurrence of any of the following event:

- (i) The University shall be at liberty to terminate the empanelment of an empanelled vendor(s)/supplier(s) without any prior notice, and also reserves the right to claim the amount of loss incurred by the University, based on the available invoices submitted by that empanelled vendor(s)/supplier(s), in case of any of the following:
 - If liquidated damage charges as in Clause no. 5 (i) have been levied three times.
 - In case of breach of any terms of agreement, or unsatisfactory/inefficient working on the part of the vendor.
 - If at any time, found that the information provided by the empanelled vendor in any form about publications, services and related matters are incorrect and result in losses in any form to the University.

12. The University reserves the right to change or modify or amend or substitute any clause(s) in the "Terms and Conditions", if required, at any time. The empanelled vendor(s) may find any update, on SPUP, Jodhpur website (<http://www.policeuniversity.ac.in>), in this regard.

13. All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of Registrar, SPUP, Jodhpur or his nominee. The decision of the arbitration shall be final & binding on both the parties. The empanelment will be interpreted under Indian Laws and disputes adjustable within the jurisdiction of court of law of Sardar Patel University of Police, Security and Criminal Justice, Jodhpur.

Annexure-I

SPUP Jodhpur Terms and Conditions for Purchasing Books-2018

Enquiry on availability of Books:

At the first instance all the empanelled Vendors/Suppliers will be sent an email query with list of books and number of copies against each title required for Library procurement. On receipt of the email, the Vendors having books as per above list in their ready stock of books have to respond within stipulated time quoting titles available with number of copies and unit price. The preferred mode of communication will be by email, fax and speed post to save delay in normal postal communication.

Supply against approval order:

In reply to Vendors/suppliers response to our query, email communication will be established with the vendor concerned with request to supply books on approval through challan bearing challan number, date and our reference number for each item, along with publishers catalogue price proof duly stamped and signed. Time will be stipulated to execute supply. **In the event the Vendor fails to deliver the books within the stipulated date, the order is liable to be cancelled.** The preferred mode of delivery of books on approval will be in person by hand delivery at the Central Library. However the other mode of delivery may be by registered parcel, courier services or any other mode of recorded delivery and in such types of delivery, loss, damage, pilferage in transit if any will be sole responsibility of the supplier. Secure and safe delivery of books at Sardar Patel University of Police, Security and Criminal Justice, Daizar, Jodhpur as per approval order in the responsibility of the supplier/ vendor alone.

Conform Purchase Order and Billing:

After receipt of the books as requested in the approval order, the physical condition of the books will be checked and for the books not having printed price, proof (i.e. publisher's catalogue price)/certificate from publisher's authorized distributor/publisher's Indian Office/Publisher's Invoice, as the case may be, will be matched with the cost of books quoted in the challan. Any sticker affixed with the book indicating price is not acceptable. In case of certificates of price obtained from Indian office of the publisher, should bear Name, Signature with Official stamp of the signing authority having contact telephone number. If the bibliographic details of the book, unambiguous price proof and physical condition of the books found perfect, then confirm purchase order will be placed asking for Invoicing. **Foreign currency conversion will be at RBI rate of the conversion on the date of issue of purchase order.** While placing Purchase order if any of the book(s) found not required i.e. defective, wrong supply, wanting of price proof etc. and needs to be return, the same information will also be communicated to the supplier. In such cases collecting back the return books will be the responsibility of the supplier.

Acknowledgement and Acceptance of the Order:

The Supplier on receipt of purchase order (PO), is required to acknowledge the receipt of the order by returning the signed duplicate copy immediately as a token of their confirmation with

respect to acceptance of purchase order and send pre-receipted Invoice/bill in triplicate duly signed and stamped, quoting our purchase order number and date along with a copy of **RBI Conversion rate** duly signed/stamped, for the foreign published books if any. Supplier also send a scan copy of the Invoice/Bill to the head of the library, so that advance processing of books at our end can be done and Invoice/Bill should be sent to “Sardar Patel University of Police, Security and Criminal Justice Daizar, Jodhpur”

Direct Purchase Order (i.e. Books not available in the ready stock):

Keeping all other purchase terms unaltered as stated above, the supplier required to maintain time frequency and book status (i.e. New/Old) in delivery of books, ordered as per the terms stated under the clause “**Delivery of books**”.

Delivery of Books:

- a) Only new books must be delivered.
- b) All book should be preferably supplied in paperback.
- c) The delivery period is as under:
 - Indian Publications: maximum 20 days from the **date of issue of “Purchase Order”**
 - Foreign Publications: maximum 45 days from the **date of issue of “Purchase Order”**

The delivery date may be extended by the Library Committee at its discretion, if the Supplier requests for an extension citing valid reasons.

- d) In such types of Purchases against direct purchase order, the conversion rate will be **RBI rate of the conversion on the date of purchases order**. (i.e. hand delivery of books at SPUP, Library premises) along with Invoice/bill and all other supporting documents.

In case of other mode of recorded delivery, the conversion rate will be calculated on **RBI rate of conversion on the date of purchase order of the consignment favouring** Central Library SPUP Jodhpur and the supplier concerned **must have to send on the date of booking of the consignment**, the scan copy of all the documents, such as pre-receipted Invoice/bill, price proof(s), copy of RBI conversion rate on the date of consignment booked and consignment booking receipt as email attachment to the Librarian, SPUP Jodhpur. All documents sent must bear the signature and seal with date of the supplier/Vendor concerned.

Consignee and Mode of Despatch:

All supply of books should be consigned to Library Sardar Patel University of Police, Security and Criminal Justice Daizar, Jodhpur by Speed Post Parcel/Registered Parcel/Courier/in Person. However, the preferred mode of delivery is in person by hand against duly signed and stamped delivery-challan at Central Library.

Despatch Documents:

Intimation relating to the mode of dispatch should be emailed /Fax/Phone/Courier/Speed Post to Sardar Patel University of Police, Security and Criminal Justice Daizar, Jodhpur.

Original dispatch documents are to be forwarded to the Library by way of recorded delivery i.e. Registered Post/Speed Post in the above mentioned address only.

Preparation of Bill:

The Bill should be prepared preferably in the same order as items listed in the Purchase Order.

Submission of Bill:

The Supplier should submit the pre-receipted bill in triplicate mentioning the purchase order number, date and delivery challan number and date along with the supporting documents if any, such as Xerox copy of the publishers current catalogue price proof duly stamped and signed by the supplier concerned, copy of original import invoices etc.

Exchange Rate:

Conversion rate in case of prices quoted in foreign currencies, **RBI rate of conversion is applicable on the date of issue of purchase order** (i.e. In case of books either supplied on approval or assured availability of books in ready stock of the supplier)

Income Tax Related Papers:

Each of the Invoice/Bill of the Vendor/Supplier concerned must bear the PAN number (i.e. Permanent Account Number) and Xerox copy of the PAN Card duly signed with seal of the Vendor/Supplier, if not furnished earlier.

Current Income Tax Clearance Certificate, Income Tax No, and Permanent Account Number should be furnished along with your invoice, if not furnished earlier.

Latest Edition and Low-Price Edition Books:

Books of the latest edition should be supplied, with confirmation and approval of Library Committee even though the Purchase Order may have specified an older edition. The Library prefers to procure low priced editions, Thus, if a low priced edition of a book is available, then the Supplier is encouraged to inform its availability to the Library and on receipt of a reply confirmation, supply the book and bill accordingly. All books should preferably be supplied in paperback.

Discount:

Discount: The following discount threshold pattern should be followed:

All books (except reference sources viz., handbooks, dictionaries and encyclopaedias etc.)	Not less than 20%
All Books - More than 4 copies	Not less than 25%

Textbooks	Not less than 25%
Reference material viz., handbooks, dictionaries and encyclopaedias etc.	Not less than 25%
Government publications & Short discount titles	As may be applicable.

Supply order for each book will be given to vendor quoting the lowest price after discount.

Processing of Bills:

If the books are supplied in good condition as per the Purchase Order complying with the terms and conditions, the Acquisition section will process the bills and forward the same within minimum loss of time to the Accounts Section for onward payment processing.

Return of Defective Books:

If a supplied book doesn't confirm specifications or if the pages are torn or missing or the copy is old or is not in good condition, the Supplier will be asked to take back the book at his own expense and replace it within one month, otherwise the order will be cancelled. The Library will not be responsible for such books if not taken back and replaced within the said period.

Cancellation of an Order:

- The order is liable to be cancelled if the delivery is not made within one month after the expiry of the stipulated delivery date.
- Books not conforming to specifications and not in good condition should be replaced within one month otherwise order for those books will be cancelled.

Delisting of Suppliers:

A Supplier who frequently supplies books that do not conform to specifications or are not in good condition will be delisted from the registered Vendor list, if desired by the competent authority of the University.

The Library reserves the right to:

- Cancel an order at any time without assigning any reason thereof.
- Change or modify or amend or substitute any clause in the terms and conditions listed above
- **Procure the books(s) from any other source if available, skipping the empanelled vendors, when all the empanelled Vendors fail to supply the said books within not more than 45 days after getting final permission from competent authority.**

EMD money retention:

University will retain the interest free EMD amount of Rs.25000/- for the empanelled Vendors till the empanelment remains valid. This will be refunded to the parties only after the dissolution of this empanelment for whatsoever reason may be. Withdrawal of vendor ship request from any of the empanelled vendors is allowed only after two years passed, from the effective date of empanelment declared; and in such cases the total EMD money of Rs. 25000/- will be refunded to the party through their bank Account as recorded with the University or updated there after without any interest on the deposit value.

Legal Dispute Settlement:

While the purchaser and the vendor shall make every effort to resolve amicably by direct informal negotiation, even then in any disagreement or dispute arising between them under or in connection with the contract shall be settled under the Court of Law within its Jurisdiction at Jodhpur, Rajasthan. The resultant contract will be interpreted under Indian Laws.

***** The End *****

APPLICATION FORM FOR EMPANELMENT OF VENDORS FOR SUPPLY OF BOOKS (PRINT & ELECTRONIC) TO SPUP, JODHPUR LIBRARY

*(PLEASE READ THE "TERMS AND CONDITIONS" CAREFULLY BEFORE FILLING THE FORM)

(Strike off whichever is not applicable)

1. Name of the Firm:

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2. Address(es) of Head Office & Branches with telephone numbers, fax numbers, email addresses, and website, if any:

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3. Kind of Proprietorship:

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i. Name and address of Directors / Managing Directors / Proprietor:

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ii. If partnership, name and address of partners:

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4. Please tick mark and provide documentary proof of your membership in any of the following associations:
 - (i) Good Offices Committee (GOC):
 - (ii) Federation of Publishers' and Booksellers' Association of India (FPBAI):
 - (iii) Any other State / National Association(s) of books suppliers:
5. Are you a distributor / dealer / stockiest / exclusive or preferred agent of any publisher?

If so, please attach copies of the authority letters issued by the publishers along with details of your distributorship / dealership / stockiest / exclusive or preferred agent(s).
6. Is the firm an Income Tax payee? If so, please attach one copy each of Income Tax returns of last three consecutive years and also a copy of PAN card of the partners / owners.
7. Please provide details of your firm's Sales Tax Registration No. (Attach: copies of, GST, CST Certificate).
8. Minimum five (05) references of the Libraries of reputed Universities/government organizations with whom you are already registered.
9. Please provide details of the annual turnover of the firm for the last three consecutive years with documentary evidence.
10. Please provide an affidavit on a non-judicial stamp paper of Rs. 50.00, for not having black-listed for minimum three (03) years by any of the University s or Universities or Government organizations in India.

DECLARATION

1. I/We..... (Names of proprietor(s)/partners or shareholders) hereby declare that the information provided in this application form are true to the best of our knowledge and that we shall be bound by the acts of duly constituted attorney.
2. I / We also hereby declare that all matters related to SPUP, Jodhpur shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority.
3. Mr. whose signatures are appearing below, is / are the authorized representative(s) of the firm.
4. I/We also undertake the responsibility to communicate all subsequent changes in the constitution or working of firm, affecting the accuracy of the facts, stated above.

5. I/We assure that if empanelled, the firm will serve the University for a minimum period of one year.
6. I/We have read and understood all the "Terms and Conditions" of SPUP, Jodhpur as mentioned in this document and consciously agrees to abide by them.

Signature of Partners/Proprietors:

Place:

Signature of Authorized representative of the firm:

Date (with Firm's Seal):

Eligibility for Vendor Empanelment of Supply of Books

1. PAN Card – Proof Required – Xerox of PAN Card
2. Shop Registration – Proof Required – Xerox of Registration
3. ITR V for last 3 consecutive years – Proof Required – Xerox of ITR
4. Turnover for last three years – Proof Required – Copy of audited Balance Sheet
5. Member of any Publisher or Bookseller Association on State or National Level– Proof Required – Xerox.
6. Distributor/Dealer/Stockiest/Exclusive /Preferred Agent – Proof required – submit the authority letters issued by the Publishers along with the details of Distributor/Dealer/Stockiest/Exclusive /Preferred Agents for at least 5 reputed Publishers.
7. Minimum 5 references of the Libraries of reputed National/State organizations with whom you are already registered/authorized suppliers with documentary evidence.
8. Affidavit raised on a non-judicial stamp paper of **Rs. 50.00** by vendors for not having black-listed **for minimum 3 years** by any government organizations.
9. Security deposit of **Rs. 25,000/-**,in favour of “**registrar,spup**” payable at jodhpur.
10. DD is required in case of downloaded version as tender form charges of Rs500/- in favour Of Registrar,spup,payable at jodhpur along with tender .

DECLARATION BY TENDERS

I/ We declare that I am / We are bona fide/ Manufacturers/ Whole Sellers/ Sole distributor/ Authorized dealer/ dealers/ sole selling/ Marketing agent in the goods/ Services/ stores/ equipments for which I / We have tendered.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled

Signature of the bidder with stamp

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 the 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.

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 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 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
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(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 there under, 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 tiled 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 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 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 83]

**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

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 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)

(i) 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.