

Rajasthan State Pollution Control Board

Headquarter, 4, Institutional Area, JhalanaDoongri, Jaipur-302004

Phone : 0141-2716832

E-mail : member-secretary@rpcb.nic.in

क्रमांक: एफ 8(64)/रा.प्र.नि.मं./भण्डार/2024-25/398-405

दिनांक : 10-9-24

बिड सूचना सं. 1/2024

राजस्थान राज्य प्रदूषण नियंत्रण मण्डल, जयपुर द्वारा समय-समय पर आवश्यकतानुसार वर्ष 2024-25 के लिए न्यू टोनर कार्टेज क्रय/आपूर्ति करने के लिए प्रतिष्ठित डीलर्स/विक्रेताओं आदि से कि वार्षिक दर अनुबन्ध करने हेतु बिड आमंत्रित की जाती हैं। मोहरबन्द बोलियां दिनांक 19.09.2024 को अपराह्न 3 बजे तक आमन्त्रित की जाती है। अन्य विवरण निम्नानुसार है:-

बिड संख्या	सामग्री का विवरण	अनुमानित मूल्य	बोली प्रतिभूति	बिड प्रपत्र का मूल्य	बिड प्राप्ति की अंतिम तिथि एवं समय	बिड खोलने की तिथि एवं समय
1.	न्यू टोनर कार्टेज क्रय/आपूर्ति	4.00 लाख	8,000.00	500.00	19.09.2024 03.00 बजे	19.09.2024 04.00 बजे

- बोली प्रतिभूति के बिना प्राप्त बोली पर विचार नहीं किया जावेगा।
- बोली निर्धारित प्रपत्र में ही स्वीकार की जावेगी।
- बोली प्रपत्र एवं संबंधित दस्तावेज निर्धारित बोली प्रपत्र वेबसाइट <https://environment.rajasthan.gov.in/rpcb> या <http://sppp.raj.nic.in> से डाउनलोड किये जा सकते हैं। डाउनलोड किए गए बोली प्रपत्र का निर्धारित शुल्क राशि रुपये 500/- निविदादाता द्वारा पृथक से डिमाण्ड ड्राफ्ट, सदस्य सचिव, राजस्थान प्रदूषण नियंत्रण मण्डल, जयपुर (Member Secretary, Rajasthan State Pollution Control Board, Jaipur) के नाम से बोली के साथ संलग्न करना होगा। मोहरबन्द बोलियां दिनांक 19.09.2024 को अपराह्न 3.00 बजे तक प्रस्तुत की जा सकेंगी, जो उसी दिन अपराह्न 4.00 बजे उपस्थित बोलीदाता/उनके प्रतिनिधियों के समक्ष विभागीय क्रय समिति द्वारा खोली जावेगी।
- बोली को स्वीकृत/अस्वीकृत करने का अधिकार उपापन प्राधिकारी, राजस्थान प्रदूषण नियंत्रण मण्डल, जयपुर को होगा।

UBN:- PCB 2425950800056

(जागेश्वर शर्मा)

प्रभारी अधिकारी (प्रशासन)

क्रमांक: एफ 8(64)/रा.प्र.नि.मं./भण्डार/2024-25/

दिनांक :

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

- निजी सचिव, अध्यक्ष महोदय, रा.प्र.नि.मं., जयपुर।
- निजी सचिव, सदस्य सचिव, रा.प्र.नि.मं., जयपुर।
- निदेशक, सूचना एवं जनसम्पर्क निदेशालय, राजस्थान जयपुर को एक क्षेत्रीय हिन्दी समाचार पत्र में प्रकाशित करवाने हेतु।
- वित्तीय सलाहकार/आहरण-वितरण अधिकारी, रा.प्र.नि.मं., जयपुर।
- कार्यालयाध्यक्ष, रा.प्र.नि.मं., जयपुर।
- प्रभारी अधिकारी (प्रशासन), रा.प्र.नि.मं., जयपुर।
- प्रभारी अधिकारी, (आई.टी. सैल), को भेजकर लेख है कि बिड सूचना एवं बिड शर्तें sppp पोर्टल एवं मण्डल की वेबसाइट पर अपलोड करावें।
- नोटिस बोर्ड, राजस्थान राज्य प्रदूषण नियंत्रण मण्डल, जयपुर।

प्रभारी अधिकारी (प्रशासन)



Rajasthan State Pollution Control Board

Headquarter, 4, Institutional Area, JhalanaDoongri, Jaipur-302004

Phone : 0141-2716832

E-mail : member-secretary@rpcb.nic.in

No. F8(64)/RSPCB/Store/2024-25/

Dated :

Rate Contract for supply of new Toner Cartridge of Laser Printers, MFD's and Photocopiers

Sealed bids are invited from qualified Firms/Companies for the **Rate Contract for supply of new Toner Cartridge of Laser Printers, MFD's and Photocopiers** installed in Head Office, Rajasthan State Pollution Control Board in Jaipur. The general scope of work includes:

- Rate Contract for supply of new Toner Cartridge of Laser Printers, MFD's and Photocopiers** installed in Head Office, Rajasthan State Pollution Control Board in Jaipur.
- The requirements of Office for supply of new toner cartridge will be notified to the successful bidder through purchase order and informed through e-mail also. The New Toner cartridge shall be supplied latest by the next working day. The bidder shall install the new toner cartridge in the respective printers.
- Only original new Toner Cartridge of Laser Printers, MFD's and Photocopiers** will be accepted. Compatible toner cartridge will not be accepted.

The Technical and financial terms and conditions of Rate Contract shall be as follows:

- The firm/Company should be in existence for over 3 years in the same trade business.
- The Agency should have not been black listed/defaulted by any of the Govt. Department / Public sector enterprise during last 3 financial years. **An Affidavit of such statement must be enclosed with bid.**
- The firm/company must be registered as a firm or as a company with the Registrar of companies. **Certificate in this regard should be enclosed with bid.** If the firm meets the above technical requirements, it may apply in the prescribed Performa at **Annexure-1** in sealed cover.
- The firm/company should produce the self-attested photocopies of documents related to allocation of Registration Number, PAN number, service tax number along with Technical Bid.**
- Before submitting the bid, bidder are requested to see the requirements, examine carefully the conditions of contract, availability of materials / labour/ time factor etc.
- The Board may call original documents for verification.
- Preference will be given to the local vendor/firm/Company, which is Authorized Service Provider/ a business partner for HP/Canon/Kyocera/Sharp printer.
- The bidder whose bid is accepted shall not be entitled to make any claim for increase in the rates quoted and accepted.**
- The supplier shall maintain proper account of quantity / quality of materials.
- Board has the right to reject the refill/service and no claim/ explanation to be entertained / accepted if materials used are less than the specified or if deviation is found.
- Splitting:** Board reserves the right to split the requirements between L1 and L-2/L-3 at L-1 rate, at the discretion of board.
- Bidders shall quote their unconditional rate strictly as per the list of items specified. Cutting / overwriting, if any, shall be counter-signed.
- The State Board is not bound to accept the lowest bid and reserves the rights to reject any or all the bids without assigning any reasons therefore.
- Statutory deductions / TDS will be levied as applicable.
- Technical bid shall not have the price portion but must include all the required technical particulars/commercial details about experience, infrastructure etc. Full particulars and descriptive literature should be forwarded with the technical bid and should be complete in all respects.

Rajasthan State Pollution Control Board

Headquarter, 4, Institutional Area, JhalanaDoongri, Jaipur-302004

Phone : 0141-2716832

E-mail : member-secretary@rpcb.nic.in

16. Bid should be furnished in a properly sealed cover containing inside two separate sealed envelopes, one each for technical bid and financial bid superscripted as: "Technical Bid" or "Financial Bid". The original bid document must be duly signed and stamped by the authorized signatory on each page and copy of the receipt issued by RPCB for purchase of bid document should also be enclosed along with the technical bid. The bid document may be downloaded from RPCB's website or from SPPP Portal. DD of Rs. 500/- in favour of Member Secretary, Rajasthan State Pollution Control Board, Jaipur towards the cost of bid document be enclosed together with technical bid without which bid will not be considered.
17. The contract will be valid for a period of one year, thereafter, it may be increased up to the period given in RTPP rules on satisfactory performance of the contract and mutual consent of both the parties. The rates quoted will remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period & firm will not be sublet to another.
18. **The bid security Rs. 8,000/- (Rs. Eight Thousand only) through a demand draft payable at Jaipur in favour of Member Secretary, Rajasthan State Pollution Control Board, Jaipur must accompany the technical bid. Every bidder, if not exempted, participating in the bidding process must furnish the required bid security deposit.**
19. Bid received without bid security will be rejected out-rightly. The bid security deposited by successful bidders may be adjusted against the performance security for the fulfillment of performance of the terms and conditions of the contract. No interest will be paid on the performance security. Performance security will be refundable after successful completion of the contract after adjustment of dues against the contractors, if any. Bid security received from other unsuccessful bidders will be returned without interest after finalization of bid.
20. The requirements of Office for supply of new toner cartridge will be notified to the successful bidder through purchase order and informed through e-mail also. The New Toner cartridge shall be supplied latest by the next working day. The bidder shall install the new toner cartridge in the respective printers.
21. No advance payment in any case would be made. Payment will be made on Monthly Basis, against actual supply done. The items will have to be supplied and installed in the respective machines. No transportation/ cartage charges will be provided for the same.
22. It may also be noted that successful bidder will sign contract letter with the Board within 15 working days after acceptance of bid. If contractor fail to deposit performance security money within 15 working days or fail to sign contract within the time limit than EMD deposited by the bidder will be forfeited and bidder will be debar from any further dealing with this board and the State Board will be free to give contract to other bidder.
23. The bidders may represent themselves personally or through authorized representative, if any, at the time of opening of bid.
24. The Committee in order to satisfy itself may conduct a spot enquiry to verify soundness, capability and viability of bidder.
25. **Evaluation Criteria:** The bid will be finalized on the basis of the lowest rate quoted item wise. The purchase committee may finalize the rates after negotiating the rates with technically qualified bidders.
26. The successful bidder will be required to deposit Security Money Rs. 5% in form of Banker's cheque or DD in favour of Member Secretary, Rajasthan State Pollution Control Board payable at Jaipur. The Security money will be released to contractor on successful completion of the contract.
27. The bid should be addressed to the GIC (Admin), Rajasthan State Pollution Control Board, 4, Jhalana Institutional Area, Jaipur and may be submitted upto 03.00 P.M. on 19-09-2024 and technical bids will be opened on the same day at 04.00 P.M. before the parties which are present. Late submission of bidders will not be accepted. Bidders by Telex/Telegram/Fax/e-mail will not be accepted. Bidders may be submitted by Registered Post, by Hand in Person or by Courier. However, any delay on any account shall not be accepted as a reason for exception.
28. The financial bid of the technically qualified bidders will be opened on the date and time fixed by RSPCB which will be informed telephonically or through given email id or electronically. The financial bid of technically unqualified bidders will not be opened.



Rajasthan State Pollution Control Board

Headquarter, 4, Institutional Area, JhalanaDoongri, Jaipur-302004

Phone : 0141-2716832

E-mail : member-secretary@rpcb.nic.in

29. In case of any dispute arising out of the interpretation of this contract and its terms & conditions, etc. the same shall be resolved through arbitration. The Chairperson of the state Board shall be the arbitrator for the said purpose and the decision of such arbitrator shall be final and binding. The venue of arbitration shall be at Jaipur.
30. Area of jurisdiction of all the legal matters will be Jaipur.
31. Bid received after due date and time, those received without separate sealed cover and rates not quoted in specified Performa will not be accepted.
32. **The Bidder will give the rates inclusive of all charges, Taxes etc. No additional payment will be made in this account. The rates quoted should be net and no discount, free services/offers quoted will be considered.**
33. This bid is not transferable.
34. Rajasthan State Pollution Control Board reserves the right to accept or reject any or all bid without assigning any reasons.
35. The Provisions of RTPP Act, 2012 & Rules, 2013 there to shall be applicable for this procurement further in case of any inconsistency in any of the provision of this tender documents with the and GF&AR there to the later shall prevail.
36. The 100% payment will be made after receipt of the material in good condition as per specification.
37. The date of delivery should be strictly adhered to otherwise RSPCB reserve the right not to accept the delivery in part of full. The liquidity damage maximum 10% of value of supply order can be imposed in case of default on the date of delivery.
38. The purchasing committee of RSPCB has the right to split the tender between more than one bidder.
39. Conditional offers will not be considered.
40. If equal rates are received for single item, then supply of that item will be awarded to the firm who will be L-1 in maximum item.
41. The RSPCB reserve the right to terminate the agreement by giving 30 days notice without assigning any reason thereof.
42. If there is a reduction in the prices during the contract period, the bidder shall supply the material at the reduced prices as per RTPP Rule-2013, Rule-29 (H).
43. GST return will be submitted by bidder in every Three months during tender duration.
44. L.D. will be deducted as per RTPP Rules, 2013.

GIC (Admin)

Rajasthan State Pollution Control Board
Jaipur



Rajasthan State Pollution Control Board

Headquarter, 4, Institutional Area, JhalanaDoongri, Jaipur-302004

Phone : 0141-2716832

E-mail : member-secretary@rpcb.nic.in

ANNEXURE-I

Rate Contract for supply of new Toner Cartridge of Laser Printers, MFD's and Photocopiers

No. F8(64)/RSPCB/Store/2024-25/

Dated :

Technical Bid

1. Name of the company / firm _____
2. Name of the Proprietor/ Partners in case of proprietary/Partnership firm. _____
3. Name of Directors in case of Pvt. Ltd. Company/firm _____
4. Address with Tele. No. fax NO. & e-mail _____
5. Contact person with Tele. No. fax NO. & e-mail _____
6. The bid fee amounting to Rs. 500/- has been deposited vide DD No. drawn on
Dated
7. Bank DD No. drawn on.....(bank) dated
..... for Rs. 8,000/- to cover earnest money is enclosed.
8. (a) The number of years of experience in business :
(b) Average turnover of business of last 3 years :
(c) The details of Govt. offices where the bidder have completed the bid given below (Pls. enclose separate sheet.) : One work order is must in every last three years.

Sr.	Name & address of the Govt. Deptt. With Telephone No.	Details of equipments & No.	No. of resident engineer provided	Period of contract	Contract Value

9. (a) Firm/Company Registration Number _____
(b) PAN Number _____
(c) GST Number _____
10. Address of Workshop with area of premises. _____
11. Whether owned/rented _____
12. Name of Banker _____
13. Whether the firm/company is ISO certified? _____



Rajasthan State Pollution Control Board

Headquarter, 4, Institutional Area, JhalanaDoongri, Jaipur-302004

Phone : 0141-2716832

E-mail : member-secretary@rpcb.nic.in

14. The following documents should be submitted with the technical bid failing which the bid shall be rejected. The documents must be enclosed and arrange as per following sequence with the technical bids along with page numbers:

Sr.	Terms & Conditions of technical bids	Page No.
1	Copies of PAN/GST Number of Firms.	
2	Performance certificate issued by a Government Department / PSU.	
3	Proof of having successfully executed minimum of one AMC of more than 30 computers connected under LAN environment for at least 2 years.	
4	The firm preferably ISO Certified for providing services for Computers and its peripherals.	
5	The address of the Service Centers with contact Person, Name Telephone and Fax numbers at Jaipur.	
6	Certificate/undertaking regarding the firm has not been blacklisted by any Govt. Department.	
7	Certificate of being an Authorized Service Provider/ Channel Partner/Dealer of any reputed manufacturers like as Dell, HCL, HP, IBM, Compaq, Lenovo, Wipro, Acer, PCS, Kyocera, Sharp and expertise to provide the maintenance of various computers and peripherals of various make and models.	
8	Proof of past experience at least 5 years of doing Annual Maintenance Contract in Government Organizations/PSU.	
9	A copy of the terms and conditions duly signed on each page by the bidder in token of having understood and agreed to the same should be attached along with the bid.	
10	Accounts statements and other documents of last 3 years in support of average turnover of Rs.3.00 lac in last 3 years. Turn over certificate should be issued by the C.A. with UDIN No.	

Declaration

We hereby certify that the information furnished above is full and correct to the best of our knowledge. We understand that in case any deviation is found in the above statement at any stage, the company/firm will be black-listed and will not have any deal with the Rajasthan State Pollution Control Board, Jaipur in future. We agree to abide by all the conditions mentioned in **Bid Notice No. No. F8(64)/RSPCB/Store/2024-25** Dated :And also the further conditions of the said bid notice given in attached sheets. All the pages of which have been signed by us in token of our acceptance of the terms mentioned therein.

(Signature of authorized signatory with seal of firm/company)



Rajasthan State Pollution Control Board

Headquarter, 4, Institutional Area, Jhalana Doongri, Jaipur-302004

Phone : 0141-2716800 E-mail : member-secretary@rpcb.nic.in

ANNEXURE II

Rate Contract for supply of new Toner Cartridge of Laser Printers, MFD's and Photocopiers

No. F8(64)/RSPCB/Store/2024-25/

Dated :

Name of the Firm _____

Financial Bid

S No.	Description of Machine	Make & Model of the Machine	Rate of New Toner Cartridge	GST	Total Rate inclusive of all taxes and other charges
1	Laser Printer Mono A4	Canon LBP151dw Printer			
		Canon Image Class MF445dw			
		HP 1200			
		HP 1160			
		HP 1320			
		HP 1020, HP 1020 Plus			
		HP 1008, HP 202			
		HP 2015 DN			
		HP P1505 or HP P1505N			
		HP1606 dn			
2	Laser Printer Colour A4	HP 451nw			
		HP Pro400			
3	Multi Function Laser Printer Mono A4	Canon MF269dw			
		Canon D1150			
		HP MFP M128			
4	Multi Function Laser Printer Colour A4	CANON MF8350			
5	Multi Function Laser Printer Mono A3 (Photo Copier)	Kyocera M4125IDN Photocopier Laser			
		Canon IN2002			
		Sharp AR6020N			
		Samsung SCX8128			
		Kyocera Task alfa 2201			
		Kyocera ecosys 2035 dn			
		Kyocera Task alfa 3253ci			
6	Multi Function Laser Printer Colour A3 (Photo Copier)	SHARP MX2010U			
7	Printer Inktank Mono	Epson M1170			
8	Multi function Printer Inktank Mono	Epson M3170			
9	Multi function Printer Inktank Colour	Epson L6170			
10	Multi function Printer Inktank Colour A3 (Photocopier)	Epson L1455			
11	Plotter	Canon TM5300 (Repro mfp)			

Note:

1. For colour Printers, rates must be quoted per colour wise. If there is any difference in rates of colour wise toner then it should be quoted separately.
2. Rates should be given inclusive of all charges except GST. GST will be applicable separately as per rules.
3. Above rates will be valid for 1 year from the date of order which will be increase as per RTPP Rules.
4. The above List of systems is indicative only. There may be change in quantity, configuration or Make of the system. Interested Bidders may contact to Board to take more information about the configuration/make/model of the equipments before filing the Bid.
5. Rates should be quoted for correct cartridge as per the Make and Model No. Bidder may also contact to store; RSPCB for clarification in this matter.

(Signature of authorized signatory with seal of firm/ company)



Rajasthan State Pollution Control Board

Headquarter, 4, Institutional Area, Jhalana Doongri, Jaipur-302004

Phone : 0141-2716800

E-mail : member-secretary@rpcb.nic.in

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 behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidder's 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 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 obligation, or compliance with applicable laws and regulations.

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 the purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts 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 on Bid in a bidding process. Participation by a bidder in more than one bid in result in the disqualification of all bids in which the bidder is involved. However, this does not limits 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.

Signature of Bidder



Rajasthan State Pollution Control Board

Headquarter, 4, Institutional Area, Jhalana Doongri, Jaipur-302004

Phone : 0141-2716800

E-mail : member-secretary@rpcb.nic.in

Annexure B: Declaration by the Bidder regarding Qualifications Declaration by the Bidder

In relation to our Bid submitted to the Member Secretary, Rajasthan State Pollution Control Board, Jaipur for supplying prepared material/work/service etc. in response to their Notice Inviting Bids NoDated..... we hereby declare under Section 7 and 11 of the 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 Central Government of the State Government or any authority, as specified in the Bidding Document.
- 3) I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/mr affairs administered by a court or a judicial officer, not have my/our business activities suspended and are 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 and criminal offence related to our professional conduct or the making of false statements of 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 Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;

Date:	Signature of the bidder:
Place:	Name:
	Designation:
	Address:

Signature of Bidder



Rajasthan State Pollution Control Board

Headquarter, 4, Institutional Area, Jhalana Doongri, Jaipur-302004

Phone : 0141-2716800

E-mail : member-secretary@rpcb.nic.in

Appendix C: Grievance Handling Procedure during Procurement Process (Appeals)

The designation and address of the first Appellate Authority is Member Secretary, Rajasthan State Pollution Control Board, Jaipur

The designation and address of the Second Appellate Authority is Chairperson, Rajasthan State Pollution Control Board, 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 there under, he may file an appeal to the First Appellate Authority as specified in the bidding document, within a period of ten days from the date of such decision, action, or 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: providing further that in case a procuring Entity evaluates the Technical Bids before opening the Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- 1- The officer to whom an appeal is filed under para (a) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within a period of 30 days of the date filling of the appeal.
- 2- If the officer designated under para (a) fails to dispose of the appeal within the period specified in para (B) 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 the Second Appellate Authority specified in the bidding document in this behalf within fifteen days from the expiry of the specified in para (b) or date of receipt of the order passed by the first Appellate Authority, as the case may be.

2- Appeal not be 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) Provision limiting participation of Bidders in the bidding process;
- c) The decision of whether or not to enter into negotiations;
- d) Cancellation of a procurement process;
- e) Applicability of the provision of confidentiality.

3- From and procedure of filing an appeal

- a. An appeal under para (1) or (3) shall be in the annexed Form along with as many copies as there are respondents the appeal.



Rajasthan State Pollution Control Board

Headquarter, 4, Institutional Area, Jhalana Doongri, Jaipur-302004

Phone : 0141-2716800 E-mail : member-secretary@rpcb.nic.in

- b. Every appeal shall be accompanied by and order appealed against, if any, 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.

4- 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 Cheam- of a scheduled Bank in India payable in the name of Appellate Authority concerned.

5- Procedure for disposal of appeals

- 1- 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.
- 2- On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (a) hear all the parties to appeal present before him; and
 - (b) peruse or inspect documents, relevant records or copies thereof relating to, the matter.
- 3- After hearing the parties, peruse 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.
- 4- The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.

Signature of Bidder



Rajasthan State Pollution Control Board

Headquarter, 4, Institutional Area, Jhalana Doongri, Jaipur-302004

Phone : 0141-2716800 E-mail : member-secretary@rpcb.nic.in

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, act 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



Rajasthan State Pollution Control Board

Headquarter, 4, Institutional Area, Jhalana Doongri, Jaipur-302004

Phone : 0141-2716800

E-mail : member-secretary@rpcb.nic.in

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:

- 1- 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.
- 2- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 3- If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures, shall prevail subject to 1 and 2 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 sectoring Declaration shall be executed,

2. Procuring Entity's Right to Vary Quantities

- 1- At the time of award of contract, the quantity of good, work 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 price or other terms and conditions of the Bid and the condition of contract.
- 2- If the Procuring Entity does not procure any subject matter of procurement or procures less than 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 Condition of contract.
- 3- In case of procurement of good or services, additional quantity may be procured by placing a repeat order on the rate and condition 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 fail 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 quantities 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 case, 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 rate of the Bidder, whose Bid is accepted.

Signature of Bidder