



# **VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA**

**Rawathbhata Road, Kota -324021**

NIB NO. 14

Date: 29-07-2024

## **NOTICE INVITING BID**

On behalf of the Hon'ble Governor of Rajasthan, Bids are invited for "**ARC for Supply of Envelopes**" under single stage two envelope system under the RPPP Rules, 2013 as given below-

Name of work	Estimated Cost Rs.	BID Security Rs.	BID Form Fee Rs.	Date of downloading BID documents	Last date of submission of BID	Date of opening of BID	validity Period
<b><u>ARC for Supply of Envelopes</u></b>	6.00Lakh	Rs12000/-	500.00	29/07/2024	13/08/2024 upto 5.00 PM	14/08/2024 at 11.00 AM	90 days

### **Instructions to Bidders:-**

- The detailed scope of work as well as terms and conditions for "**ARC for Supply of Envelopes**" have been given in the BID documents which may be downloaded from [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) or University website [www.vmou.ac.in](http://www.vmou.ac.in).
- The Interested bidders may submit their bids in a big sealed single envelope superscribing "**ARC for Supply of Envelopes**" containing two separate envelopes marked as "**Technical Bid**" and "**Price Bid**". The sealed envelope shall be reached at the office of Director , MP & D, VMOU, Kota, through registered post/parcel/ by hand upto last date and time as stated above.
- The Technical Bid shall contain the following:-**
  - Enclosed Original DD of Rs. 500 for Tender fee (Non – Refundable) &Rs. 12,000/- for bid security in favor of VardhmanMahaveer Open University, Kota payable at Kota with the Technical Bid without which bid shall not be considered.
  - Copy of GST Registration and PAN shall be enclosed with the BID.
  - Sample of Envelopes in 2 sets of all sizes & as per required specifications shall be attached with the Technical Bid with seal & signature of Bidder.**
  - The bidder must submit terms and conditions as well as annexure I,II,III and IV (duly signed) with the BID.
- The Price bid shall contain Rates quoted by the bidder in prescribed format as enclosed herewith. The Price Bid will be opened only of the responsive bidders found qualified/ eligible in Technical Bid.**
- In the event of the specified dates being a holiday, the activities assigned on that date may be carried out on next working day on the same time.
- VMOU, Kota is not bound to accept the lowest bid and may reject any bid or any part of the bid without assigning any reason therefore.
- Bids received after the prescribed time and date will not be considered.
- Validity: - 90 days from the opening of Technical Bid.
- In case of any query, the undersigned (Procurement Entity) may be contacted at Tel. No. 0744-2471450 or e-mail at [mpd@vmou.ac.in](mailto:mpd@vmou.ac.in)
- Corrigendum if any will be published on above website only.
- Conditional tender will not be accepted.
- The bidder must not be black listed anywhere and self-declaration has to be submit with bid documents.
- Bidder or their Authorized representative may attend at the time of opening of the tender.
- The price Bid shall contain Rates quoted by the bidder in prescribed form as enclosed herewith.

**Director (M.P.& D.)**

**VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA**

**Rawathbhata Road, Kota -324021**

**Technical Bid  
(ARC for Supply of Envelopes)**

1. NIB No and Date :-----/2024-2025 Date : .....
2. Name of Bidder :-
3. Full Address :-
4. Contact No. :-
5. Email Address :-
6. Eligibility criteria :-Bidder attached the following documents with the technical Bid other wise tender will not be accepted and treated as rejected.
  - a. Original DD of Rs. 500 for Tender fee (Non – Refundable) &Rs. 12,000/- for bid security in favor of VardhamanMahaveer Open University, Kota payable at Kota
  - b. The bidder must submit terms and conditions as well as annexure I, II, III and IV (duly signed) with the BID.
  - c. Sample of Envelopes in 2 sets of all sizes & as per required specifications shall be attached with the Technical Bid with seal & signature of Bidder. The samples will be examined and inspected by the procuring committee at the time of opening the technical bid. Price Bid will be opened of those bidder whose samples are found suitable
  - d. Copy of GST Registration No. shall be enclosed.
  - e. Copy of PAN No. shall be enclosed.
  - f. Bidder self-declaration for not black listed anywhere enclosed.
  - g. Bidder shall enclose turn over certificate duly attested by the C.A. of last three F.Y.i.e. 2021-22, 2022-23, 2023-24 separately which should be not less than 08.00 lakhs each year.
  - h. Experience certificate – Bidder shall enclose the single or multiple work/supply order of same work of total Rs. 6.00 lakh or more in last three financial year i.e. 2021-22, 2022-23, 2023-24 issued by any Institutions.

In absence of above documents with technical bid, the financial bid will not be open.

**Note:** - I have read the tender terms and conditions of contract carefully and I shall be **abide** by the same.

Date:

Place:

Signature & Seal of the bidder

**VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA**

Rawathbhata Road, Kota -324021

**Price Bid**  
**(ARC for Supply of Envelopes)**

NIB No and Date  
Name of Bidder :-  
Full Address :-  
Contact No. :-  
Email Address :-  
GST Registration No. :-  
PAN No. :-  
Work Description :-

S.No.	Description	Rate per Thousand (Without GST)	GST Amount	Total Amount for per Thousand (3+4)
1	2	3	4	5
1.	Thread kraftenvelops with one side Printing. (140Gsm Kraft paper with 44 Thread per square inch )			
	(A) - Size 12" x 9" x 2" (Box Type) without flep			
	(B) - Size 12" x 9" x 3" (Box Type) without flep			
	(C) - Size 12" x 9" x 4" (Box Type) without flep			
	(D) - Size 12" x 9" x 5" (Box Type) without flep			

**Note –**

1. Packing ,Forwarding, Transportation ,Loading and Unloading etc. Charges shall be included in the above quoted rates.
2. F.O.R. at M.P. & D Division , V.M.O.U., KOTA.
3. Items must have these mentioned specifications.

Date:.....

Place:.....

Signature of the bidder with Seal

# **VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA**

**Rawathbhata Road, Kota -324021**

## **CONDITION OF BID & CONTRACT**

**Note:-**Bidders should read these conditions carefully and comply strictly while submitting their tenders.

1. **Tenders by bona-fide dealers:-**Tenders shall be given only by reputed & registered / firm/ agencies dealers /manufactures of the goods. They shall,therefore, furnish a declaration.
2. Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the Registrar and such change shall not relieve any former member of the firm, etc. from any liability under the contract.
- a. No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Registrar a written agreement to this effect. The Contractor's receipt for acknowledgment or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge or any of the purpose of the contract.
3. Rate shall be written both in words and figures. There should not be errors and/or overwriting. Corrections if any should be made clearly and initialed with dates.
4. All rates quoted must be FOR at MP&D VMOU Kota Raj.Including**Goods and Service Tax as GST** as applicable shall be borne by the university.
5. **Validity:** - Tender shall be valid for a period of three **months** from the date of opening of technical bid.
6. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make, and drawings, etc. of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing etc., he shall, before signing the contract, refer the same to the purchase officer and get clarification.
7. The Contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
- 8. Specifications:-**
  - (i) All article supplied shall strictly VMOU, Kota conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
  - (ii) The decision of the purchase committee whether the articles supplied conform to the specifications and are in accordance with the samples , if any, shall be final and binding on the bidders.
  - (iii) Warranty/Guarantee Clause:- The bidder would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of one year from the date of delivery of the said goods/stores/articles to be purchased and that not with standing the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of one year the said goods/stores/articles be discovered not to confirm to the description and quality aforesaid or have determined(and the decision of the purchase committee in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality on such rejection the goods/stores/articles will be at the sellers risk and all the provisions relating to rejection of goods, etc., shall apply. The bidder shall if so called upon to do, replace the goods, etc. or such portion thereof as is rejection by the purchase committee, otherwise the bidder shall pay damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchase committee in that behalf under this contract or otherwise.
- 9. Inspection:-**
  - (a) The University inspection committee/UPC authorized shall have time to inspect and examine the materials and workmanship of the goods/equipments/machineries during manufacturing process or afterwards as may be decided.
  - (b) The tender shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name & address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business , a letter of introduction from their bankers will be necessary.
  - **Samples:-**Tenders for articles marked within the schedule shall be accompanied by samples of the article tendered properly packed & signed . Such samples if submitted personally will be received in the office.A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train etc. should be dispatched freight paid and the R/R or G.R. should be sent under a separate registered cover.
  - Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.

- Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. The VMOU, Kota shall not be responsible for any damage, wear and tear or loss during testing, examination, etc during the period these samples are retained. The sample shall be collected by the bidder on the expiry of stipulated period. The VMOU, Kota shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the VMOU, KOTA and no claim for their cost, etc., shall be entertained.
  - Samples not approved, shall be collected by the unsuccessful bidder. The VMOU, KOTA will not be responsible for any damage, wear and tear, or loss during testing, examination, etc, during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
- 10 Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical , tests shall be carried out by VMOU, KOTA through Govt. Laboratory. **If GSM and Thread per square inch comes below the standard then deduction of amount will be done in proportionate from the total cost of particular envelopes as follows :-**
- (i) For less value of GSM in percentage from specified value the deduction will be done from 35% value of particular size of envelope in proportionately.
  - (ii) For less value of TPI in percentage from specified value the deduction will be done from 35% value of particular size of envelope in proportionately
  - (iii) For Other defects such as pasting & size, penalty will be deducted from 30% value of particular size of envelope.

**11 Testing Charges:-**Testing Charges shall be borne by the VMOU, KOTA . In case urgent testing is desired to be arranged by the bidder or in case of test result showing that supplies are not up to the prescribed standards or specifications , the testing charges shall be payable by the bidder.

**12 Rejection:-**

- (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the purchase committee.
  - (ii) If, however, due to exigencies of VMOU, KOTA, such replacement either in whole or in part, is not considered feasible, the purchase committee after giving an opportunity to the bidder of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
13. The Rejected articles shall be removed by the bidder within 15 days of intimation of rejection, after which Director, MP&D, shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the bidder's risk and on his account.
14. The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road pr air and delivery of the material in good condition to the consignee at destination. In the event of loss, damage, breakage or leakage or any shortage the bidder shall be liable to make goods such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
15. The contract for the supply can be repudiated at any time by the Director, MP & D. if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording of the reasons for repudiation.
16. Direct & indirect canvassing on the part of the bidder or his representative will be a disqualification.
17. (i) **Delivery Period:-**The bidder whose tender is accepted shall arrange supplies of items within a period of **60 days from the date of supply order issued by the university**. However, the approved rates shall be valid for **One year** from the date of award of contract. **The period of contract shall be further extended as per RTPP Rule.**
- (ii) **Extent of Qty.-Repeat orders:-** If the orders are placed in excess of the quantities shown in the tender notice, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the bidder fails to do so, the Registrar shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder.
- (iii) If the Director M.P.D. does not purchase any of the tendered articles or purchase less than the quantity indicated in the tender form, the bidder shall not be entitled to claim any compensation.

**18. Bid Security:-**

- (a) Tender shall be accompanied by an B.S. of Rs. @ 2% of estimated cost of the item without which tenders will not be considered. The amount should be deposited in either of the following forms in

favour of **VardhmanMahaveer Open University, KOTA. (i) Bank Drafts/Bankers Cheque of the scheduled Bank.**

- (b) Refund of B.S.: The B.S. of unsuccessful bidder shall be refunded soon after final acceptance of tender.
- (c) Partial exemption from B.S.:- Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer from the Director of Industries Rajasthan , at the rate of 0.5% of the estimated value of the tender shown in NIT.
- (d) The Central Government and Government of Rajasthan undertakings need not furnish any amount of earnest money/B.S..
- (e) The earnest money/security deposit lying with the Department/office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/security money for the fresh tenders. The earnest money may however, be taken into consideration in case tenders are re-invited.

**19. Forfeiture of B.S.:-** The B.S. will be forfeited in the following cases:

- (a) When bidder withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (b) When bidder does not execute the agreement if any, prescribed within the specified time.
- (c) When the bidder does not deposit the security money after the supply order is given.
- (d) When he fails to commence the supply of the items as per supply order within the time prescribed.

**20. Agreement and Security Deposit:-**

- (a) Successful bidder will have to execute an agreement in the Form SR-17 and deposit security equal to 5% of the value of the stores for which tenders are accepted within 07 days from the date of dispatch on which the acceptance of the tender is communicated to him.
  - (b) The BID security deposited at the time of tender will be adjusted towards security amount. The Security amount shall in no case be less than BID security.
  - (c) No interest will be paid by the department on the Security money.
  - (d) The form of Security Money shall be as below:
    - a. Bank Draft/Bankers Cheque.
    - b. Post-office Savings Bank Pass book duly pledged.
    - c. National Savings Certificate, Defence Savings Certificates, KisanVikasPatras, or any other script /instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.
    - d. Bank guarantee issued by any of scheduled bank.
  - (E) The security money shall be refunded after one month of the final supply of the items as per purchase order in case of one time purchase and **two months** in case delivery is staggered, after the expiry of contract on satisfaction completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied that there are no dues outstanding against the bidder.
21. (i) Firms Registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration in original from the Director of Industries or a Photostat copy or a copy thereof duly attested by any Gazetted Officer will be partially exempted from earnest money and shall pay security deposit at the rate of 1% of the estimated value of tender.  
(ii) Central Government and Government of Rajasthan Undertaking will be exempted from furnishing security amount.
22. **Forfeiture of Security Deposit:-** Security amount in full or part may be forfeited in the following cases:
  - a. When any terms and conditions of the contract is breached.
  - b. When the bidder fails to make complete supply satisfactorily.
  - c. Notice of reasonable time will be given in case of forfeiture of security deposit.
23. The decision of the purchase officer in this regard shall be final. The expenses of completing and stamping the agreement shall be paid by the bidder and the University shall be furnished free of charge with one executed stamped counter part of the agreement.
24. **Insurance:-**
- (i) The goods will be delivered at the destination in perfect condition. The supplier, if he so desires, may be insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot etc.) The insurance charges will be borne by the supplier and state will not be required to pay such charges incurred.
  - (ii) The articles may also be got insured at the cost of the purchaser, if so desired by the purchaser. In such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.
25. **Payments:-**
- (i) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on completion of supply satisfactorily and on submission of bill in proper form by the bidder to the Director M.P.D. in accordance with GF & AR all remittance charges will be borne by the bidder.

- (ii) In case of disputed items, **30% of the amount** shall be with held and will be paid on settlement of the dispute.
  - (iii) Payments in case of those goods which need testing shall made only when such tests have been carried out, test results received conforming to the prescribed specification. If tests results found less than the prescribed parameters ,the amount will be deducted in the ratio of test results and parameters separately.
- 26 (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the purchase officer.

a. Liquidated Damages:- In case of extension in the delivery period with liquidated damage the recovery shall be made on the basis of following percentage of value of stores which the bidder has failed to supply:-

Delay up to one fourth period of the prescribed delivery period	2½%
Delay exceeding on front but not exceeding half of the prescribed period	5%
Delay exceeding half but not exceeding three fourth of the prescribed period	7½%
Delay exceeding three fourth of the prescribed period	10%

- (i) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.  
The maximum amount of liquidated damage shall be 10%
- (ii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance , he shall apply in writing to the authority , which has placed the supply order, fro the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (iii) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

**Risk & Cost clause:-**

The competent authority of VMOU, KOTA without prejudice to his right against the approved supplies in respect of any delay or inferior performance of otherwise or claims for delay in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of the contract or otherwise, by notice in writing absolutely determined the contract in any of the cases.

- (i) A notice in writing to rectify, or otherwise that the work being performed is inefficient or otherwise implemented in improper manner, shall omit to comply with the requirement of such notice within a period of 07 days or for prescribed time, thereafter of if the supplier shall delay or suspended the execution of the work so that either in the judgment of the competent authority, he will be unable to perform the work by the satisfaction of VMOU, KOTA or has already failed to complete the work by the time.
- (ii) If the supplier commits breach of the terms & conditions the contract.
- (iii) When the supplier has made himself liable for action under any of the cases aforesaid , the competent authority, shall exercise power:-
  - (a) To determine or rescind the contract, as aforesaid, upon such determination or rescission, the bid security, performance security shall be liable to be forfeited and shall be absolutely at the disposal of VMOU, KOTA.
  - (b) To get the work done through other service provider and in such case any expenses which may be incurred in excess, of the sum which would have been paid to the original SP, if the whole work had been executed by him of the amount of which excess, the decision of the Incharge, MP & D, VMOU, KOTA shall be final and conclusive and shall be borne and paid by the original SP that may be deducted from any money due to him by the VMOU, KOTA or from has bid security, performance security. However the original SP shall have no claim to compensation for any loss sustained by him or reason for having purchased or procured any material, equipments or entered into any engagements or made advances on account of execution/performance of contract.

**27. Recoveries: -**

Recoveries of liquidated damages, short supply breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.

- 28. If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Controller of Examinations.
- 29. The university reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the

articles for which bidder has been given or distribute items of stores to more than one firm/supplier.

30. The bidder shall furnish the following document at the time of execution of agreement:-
  - a. Attested copy of partnership deed in case of partnership firms.
  - b. Registration number and year registration in case partnership firm is registered with Registrar of firms.
  - c. Address of residence and office, telephone numbers in case of sole proprietorship.
  - d. Registration issued by Registrar of Companies in case of company.
31. If any dispute, arise out of the contract with regard to the interpretation meaning and branch of the terms of the contract, the matter shall be referred to by the parties to the Head of the University (HVC) who will appoints his senior most officer as the sole Arbitrator of the dispute who will not be related to his contract and whose decision shall be final.
32. All legal proceeding, if necessary arise to institute may by any of the parties (VMOU, Kota or Contractor) shall have to be lodged in courts situated in **Kota, Rajasthan and not elsewhere.**
33. VMOU, Kota is a Govt. university and liable to get maximum educational discount from manufacturer, please specifies it separately and provide attested copy of educational partner (if any).
34. Bidder should submit their Authorization letter/ Distributor certificate.
35. **The bid and contract shall be governed by the Rajasthan transparency in public procurement Act 2012 and rules 2013.**
36. In the event of inconsistency found between these terms and conditions **and provisions as laid down in RTPP Rules, 2013, the later shall be meant to final.**
37. **In case, documents/undertaking submitted by the bidder is found false later on, the concerned bidders shall be wholly responsible for all the consequences arising out of them.**
38. If Bid submitted with any terms and conditions other than mentioned in the tender document shall be rejected.
39. Decision of L – 1 bidder will be decided on the basis of item wise (i.e. size of envelopes)
40. Income Tax & other Taxes if any will be deducted from the bills as per Govt. Rules.

**Note:** - I have read the above terms and conditions of contract carefully and I shall be abide by the same.

Date:

Place:

Signature & Seal of the bidder



## Annexure -I

### Compliance with the code of integrity and no conflict of interest

1. 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 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 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.

2. 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 purpose of the bid; or
  - d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision of the procuring entity 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 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 specification of the goods, works or service 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.

Place:

Date:

Signature of the Bidder with seal

**Annexure -II**  
**Declaration by the Bidder regarding qualifications**

In relation to my/our Bid submitted to Director M.P.D., VMOU, KOTA, Kota for procurement of "**ARCfor Supply of Envelopes**" in response to their Notice Inviting Bid No. ---/2021-2022 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 Biding 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 specification in the Bidding Document;
3. I/We have are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer , not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons;
4. I/We do not have, and our directions and officers not have, been convicted of any criminal offence related to my/our professional conducted or the making of false statement 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 proceeding;
5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding document, which material affects fair competition;

Date:

Place:

Signature of bidder with seal

Name:

Designation:

Address:

### **Annexure III**

#### **Grievance redressal during procurement process**

The designation and the address of the first appellate authority is Hon'ble V.C. VMOU, Kota.

The designation and the address of second Appellate Authority is Additional Chief Secretary (Higher Education Govt. Rajasthan)

#### **(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:

Providing that after the declaration of a bidder as successful the appeal may be filled only by a bidder who has participated in procurement proceeding:

Providing 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 filled only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filled under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor 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 Procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidder 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 participating 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 payments of fee.
- (c) Every appeal may be presented to first Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

#### **(6) Fee for Filing Appeal**

- (a) Fee for first appeal shall be two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be nonrefundable.
- (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, as the case may be upon filing of appeal, shall issued notice accompanied ny copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date of fix 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 th 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.

Date:

Place:

Signature of the Bidder with seal

## Annexure-IV

### Additional conditions of contract

#### 1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, that 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 quality, 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 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 Deceleration 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 price or other terms & 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 Service Provider fails to do so, the Procurement 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 Service Provider.

#### 3. Dividing quantities among one than more 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 for 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 visit nature, 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.

Date:

Place:

Signature of the Bidder with seal