



VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA

Rawathbhata Road, Kota -324021

(Finance Office)

DETAILED TENDER NOTICE

“Supply and commissioning of New D.G. Set in C.V. Raman Bhawan in University campus”

(NIB No. 21 / 2024–25)

On behalf of Governor of Rajasthan E-tenders are invited from firms/ agencies/ contractors having valid registration in State Govt./ Central Govt./ Autonomous bodies under Electrical works category (Minimum “E - EWSD- III” class as per PWF & AR or equivalent) for the work as follows :

Name of work	Estimated Cost	Bid Security Rs.	Bid fees Rs.	Processing fees Rs.	Date of Availability of tender	Last Date of receiving of Demand Drafts	Eligibility bid opening Date	Time Period
Supply and commissioning of New D.G. Set in C.V. Raman Bhawan in University campus	13.29 Lacs	26580/-	1000/-	500/-	27/09/2024 (1.00 pm) to 14/10/2024 up to 5.00 pm	15/10/2024 up to 12.30 PM	15/10/2024 at 2:00 pm	03 Months

The detailed information for **Supply and commissioning of New D.G. Set in C.V. Raman Bhawan in University campus** has been given in the tender document which may either be downloaded from <http://www.eproc.rajasthan.gov.in>, www.sppp.rajasthan.gov.in or University website www.vmou.ac.in. Bidder can participate in the Tendering Process only Online using <http://www.eproc.rajasthan.gov.in> Website. Bidders should have a valid DSC before bidding.

Demand Draft for Bid Security & Bid fee will be in favour of “VardhmanMahaveer Open University” Payable at Kota.

Demand Draft for Processing Fee will be in favour of “MD, RISL” Payable at Jaipur.

All Demand Drafts should Reach to O.I.C. (Estate), Vardhman Mahaveer Open University, Administrative Building, Room No. 3, Rawathbhata Road, Kota-324021 sealed in an envelope titled “**Supply and commissioning of New D.G. Set in C.V. Raman Bhawan in University campus**” by 15/10/2024 up to 12:30 PM. failing which bid shall not be considered. Corrigendum if any, will be published on these websites only.

O.I.C (Estate)



वर्धमान महावीर खुला विश्वविद्यालय, कोटा
रावतभाटा रोड, कोटा- 324021

निविदा-प्रपत्र

Supply and commissioning of New D.G. Set in C.V. Raman Bhawan in University campus

अनुमानित लागत	:	रु0 13.29 लाख
बोली प्रतिभूति राशि	:	रु0 26,580 /-
निविदा प्रपत्र शुल्क	:	रु0 1000 /-
प्रोसेसिंग फीस	:	रु0 500 /-
निविदा डाउनलोड/अपलोड की तिथि	:	27 /09 /24 से 14 /10 /24 सॉय 5.00 बजे तक
डी.डी. प्रस्तुत करने की तिथि व समय	:	15 /10 /2024 दोपहर 12.30 बजे तक
पात्रता विड खोलने की तिथि व समय	:	15 /10 /2024 को दोपहर 2.00 बजे

प्रभारी अधिकारी
सम्पदा

पात्रता विड में भरे जाने वाली आवश्यक जानकारी

(NIB No. 21/ 2024–25)

कार्य का नाम % Supply and commissioning of New D.G. Set in C.V. Raman Bhawan in University campus

1. फर्म का नाम %.....
2. (अ) पूर्ण पता :
- (ब) दूरभाष एवं मोबाईल नम्बर :
3. Proprietor का नाम :
4. फर्म के रजिस्ट्रेशन एवं लाइसेंस की प्रति :.....
(निविदा के साथ संलग्न/अपलोड करें)
5. पैन नम्बर (प्रति संलग्न/अपलोड) करें :.....
6. निविदा प्रपत्र राशि का विवरण : बैंक का नाम.....
डी0डी0 सं.....राशि रू0 1000 /-दिनांक
7. प्रक्रिया शुल्क का विवरण : बैंक का नाम
- डी0डी0 सं. राशि रू0 500 /-दिनांक
8. बोली प्रतिभूति राशि का विवरण : बैंक का नाम
- डी0डी0 सं.....राशि रू0 26,580 /- दिनांक
9. अन्य विवरण :

नोट :-

1. निविदा शुल्क एवं प्रक्रिया शुल्क नहीं लौटाया जावेगा।
 2. पात्रता विड में निम्न दस्तावेजों को upload किया जाना सुनिश्चित करें।
 - (a) फर्म के रजिस्ट्रेशन की प्रति (State Govt./ Central Govt./ Autonomous bodies under Electrical works category (Minimum “ E-EWSD- III ”class)
 - (b) पैन कार्ड की प्रति।
 - (c) जी.एस.टी. पंजीयन की प्रति।
 - (d) समस्त डिमाण्ड ड्राफ्ट की प्रति।
 - (e) कार्यानुभव :- संवेदक को किसी भी राजकीय विभाग अथवा राजकीय उपक्रम में समान प्रकृति का गत 03 वर्ष में निम्नानुसार सम्पादित कार्य जिसका अनुभव/पूर्णता प्रमाण-पत्र संलग्न करना होगा –
 - एक कार्य का अनुमानित लागत का 80 प्रतिशत के बराबर पूर्णता का प्रमाण-पत्र संलग्न करना होगा।
- या
- दो कार्य जिसमें प्रत्येक कार्य का अनुमानित लागत का 50 प्रतिशत के बराबर पूर्णता का प्रमाण-पत्र संलग्न करना होगा।

या

- तीन कार्य जिनमें प्रत्येक कार्य का अनुमानित लागत का 40 प्रतिशत के बराबर पूर्णता का प्रमाण-पत्र संलग्न करना होगा।

- (f) निविदा में दी गई General Terms and Conditions एवं विशेष शर्तों (Special Terms and Conditions) पर सहमति बाबत हस्ताक्षर युक्त प्रति।
- (g) Annexure A,B,C&D की हस्ताक्षर युक्त प्रति।

स्थान :-

हस्ताक्षर निविदादाता :-

दिनांक :-

नाम :-

निविदादाताओं के लिये सामान्य दिशा-निर्देश व शर्तें

(General Terms & Conditions)

(NIB No. 21 / 2024-25)

01. दरों को BOQ I एवं BOQ II प्रारूप में ऑनलाइन भरा जायेगा।
 02. डिमाण्ड ड्राफ्ट – निविदा प्रपत्र राशि रूपये 1000/- (NON-REFUNDABLE) एवं बोली प्रतिभूति राशि 26,580/- जो कि VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA के नाम देय और निविदा प्रक्रिया राशि रूपये 500/- जो कि MD RISL, JAIPUR के नाम देय होगा (NON-REFUNDABLE)। समस्त डिमाण्ड ड्राफ्ट एक बन्द लिफाफे में दिनांक 15/10/2024 को दोपहर 12.30 बजे तक अधोहस्ताक्षरकर्ता के कार्यालय में जमा कराना अनिवार्य है, अन्यथा संबंधित फर्म की निविदा नहीं खोली जावेगी।
 03. पात्रता निविदा में निम्न दस्तावेजों को अपलोड किया जाना सुनिश्चित करें।
 - (a) फर्म के राज्य सरकार/केन्द्र सरकार/ स्वायत्तशासी विभाग में उपर्युक्त श्रेणी (Minimum “E-EWSD-III” Class) में पंजीयन की प्रति।
 - (b) जी.एस.टी. पंजीयन की प्रति।
 - (c) पेन कार्ड की प्रति।
 - (d) समस्त डिमाण्ड ड्राफ्ट की प्रति।
 - (e) कार्यानुभव :- संवेदक को किसी भी राजकीय विभाग अथवा राजकीय उपक्रम में समान प्रकृति का गत 03 वर्ष में निम्नानुसार सम्पादित कार्य जिसका अनुभव/पूर्णता प्रमाण-पत्र संलग्न करना होगा—
 - एक कार्य का अनुमानित लागत का 80 प्रतिशत के बराबर पूर्णता का प्रमाण-पत्र संलग्न करना होगा।

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 - दो कार्य जिसमें प्रत्येक कार्य का अनुमानित लागत का 50 प्रतिशत के बराबर पूर्णता का प्रमाण-पत्र संलग्न करना होगा।

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 - तीन कार्य जिनमें प्रत्येक कार्य का अनुमानित लागत का 40 प्रतिशत के बराबर पूर्णता का प्रमाण-पत्र संलग्न करना होगा।
 - (f) सामान्य निविदा शर्तों (General Terms & Conditions) एवं विशेष शर्तों (Special Terms & Conditions) पर सहमति बाबत हस्ताक्षर युक्त प्रति।
 - (g) अनुलग्नक A, B, C, D की हस्ताक्षरित प्रति।
04. पात्रता निविदा में योग्य पाये जाने पर ही संबंधित फर्म की वित्तीय निविदा खोली जावेगी। वित्तीय निविदा खोलने की तिथि पृथक से E-Proc पोर्टल पर सूचित की जावेगी।
 05. फर्म द्वारा अपना/फर्म का विवरण पात्रता निविदा प्रपत्र में स्पष्ट रूप से भरा जावे, दर का उल्लेख वित्तीय प्रपत्र में प्रतिशत के आधार पर ही किया जावे।

06. Unbalanced Bid प्राप्त होने पर सफल निविदादाता को राजस्थान लोक उपापन में पारदर्शिता नियम 2013 के नियम संख्या 75-A के अनुसार कार्यादेश जारी होने से पूर्व नियमानुसार Additional Performance Security जमा करवानी होगी।
07. सफल निविदादाता को कार्यादेश जारी होने की तिथि से 07 दिवस के अन्तराल/कार्यादेश में अंकित अवधि में निर्धारित राशि के नॉन ज्युडिशियल स्टॉप पेपर पर विश्वविद्यालय के साथ अनुबन्ध करना होगा।
08. निविदादाताओं को सलाह दी जाती है कि निविदा भरने से पूर्व साईट का भली-भाँति निरीक्षण कर लें। निविदा के पश्चात् निविदा की दरों में कोई परिवर्तन किया जाना संभव नहीं होगा।
09. श्रमिक हित सम्बंधी पी.एफ., ई.एस.आई., श्रम विभाग से सम्बंधित जिम्मेदारी ठेकेदार/फर्म की होगी। श्रमिक के किसी प्रकार से दुर्घटना होने पर उसके इलाज, इन्शोरेंस की जिम्मेदारी ठेकेदार की होगी। विश्वविद्यालय श्रमिक हित लाभ से पूर्ण स्वतंत्र होगा।
10. टी.डी.एस.नियमानुसार प्रति बिल से काटा जावेगा।
11. कार्यावधि के मध्य में दरों में वृद्धि किसी भी रूप में स्वीकार्य नहीं होगी।
12. निविदा प्रक्रिया पूर्ण होने पर असफल निविदादाताओं को धरोहर राशि के डी0डी0 मूल ही लौटा दिये जावेंगे।
13. मेनवल (off line) निविदा मान्य नहीं होगी व स्वीकार नहीं की जावेगी।
14. किसी भी निविदा को स्वीकार/अस्वीकार करने का अधिकार विश्वविद्यालय के पास सुरक्षित रहेगा।
15. यदि इस निविदा में किसी भी प्रकार का संशोधन किया जाता है तो वह वेबसाइट www.vmou.ac.in, www.sppp.rajasthan.gov.in एवं www.eproc.rajasthan.gov.in पर अपलोड/जारी किया जावेगा।
16. निविदा प्रस्तुत करने की अन्तिम तिथि एवं समय से पूर्व निविदा एवं निविदा के किसी भी भाग या निविदा की शर्तों पर आपत्ति होने की दशा में आपत्ति मय औचित्य के प्रभारी अधिकारी, सम्पदा प्रकोष्ठ, वर्धमान महावीर खुला विश्वविद्यालय, कोटा को लिखित में प्रस्तुत करें जिसमें RTPP नियम 47 के अन्तर्गत कार्यवाही की जा सके।
17. सफल निविदा दाता द्वारा आवंटित कार्य को किसी अन्य फर्म को Sub-let नहीं किया जा सकेगा।
18. अन्य शर्तें सामान्य वित्तीय एवं लेखा नियम, सार्वजनिक निर्माण वित्तिय एवं लेखा नियम एवं राजस्थान लोक उपापन में पारदर्शिता नियम 2013 के अनुरूप होगी।
19. प्रथम अपील अधिकारी माननीय कुलपति महोदय एवं द्वितीय अपील अधिकारी प्रमुख शासन सचिव, उच्च शिक्षा होंगे।
20. समस्त विवादों का न्यायायिक क्षेत्र कोटा होगा।

प्रभारी अधिकारी
(सम्पदा)

(Signature of Contractor)

Ref:- NIB No:- 21 / 2024-25

Special Terms & Conditions

1. Contractor must ensure to take prior approval for makes & models before installation by the engineer in-charge as per specifications. The make & model should be of same brand as per G Schedule which is approved before execution.
2. OEM installation manual guideline practice for execution of work at site must be followed by the contractor.
3. Contractor will submitted minimum one year or as per company norms which ever is more, valid guarantee certificate of product & liable product genuineness purchase proof from OEM / Authorised dealer.
4. Factory Inspection for testing of specified items i.e. D.G. Set must be done in Government approved OEM's authorized Labs by the University representative. Agency must ensure to make all necessary permission and arrangements for the visit & no extra payment shall be made for all this procedure.
5. Appropriate / Routen type Test certificate/ reports related to IS code with liable standard warranty proof/ certificate of product from OEM / authorized dealer shall be submitted by agency during / at the time of execution & duly verified by Engineer-in-Charge.
6. Agency must ensure to prepare the satisfactory installation service report from OEM engineer for major items like DG set and submit the same in Engineer In charge office.
7. Guarantee अवधि न्यूनतम 1 वर्ष अथवा company के माप दण्डों के अनुरूप अवधि (जो भी अधिक हो) मान्य होगी। Guarantee अवधि पूर्ण होने के पश्चात् एवं उक्त अवधि में कार्य संतोषप्रद होने पर फर्म की अमानत / सिक्योरिटी राशि लौटायी जा सकेगी। इस अवधि से पूर्व सिक्योरिटी राशि किसी भी हालात में नहीं लौटाई जावेगी। सेवाएँ संतोषप्रद नहीं होने पर सिक्योरिटी राशि जब्त कर ली जावेगी।
8. CAMC की अवधि Guarantee अवधि के पश्चात् पांच वर्ष की होगी। CAMC राशि का उल्लेख निर्धारित BQO में करा जाना आवश्यक है।
9. दरों की तुलना मूल दर BOQ - I व CAMC की राशि BOQ - II की राशि को मिलाकर की जावेगी।
10. CAMC अवधि के लिये performance security guarantee अवधि के पश्चात् पृथक से ली जावेगी। CAMC का कार्यादेश देने के लिये विश्वविद्यालय बाध्य नहीं है अर्थात् Guarantee अवधि के पश्चात् निर्णय लिया जावेगा।
11. The Terms & Conditions for CAMC shall be as follows:
 - i. It will cover one day visit every month by your service persons for carry out machine job.
 - ii. The charges cover only labour work.
 - iii. Cost of any spare part, lubricants and outside job, FI Pump-injector, calibration, machinery, radiator, shall be paid as per extra.
 - iv. Cleaning; shall be paid by as per actual.
 - v. Oil and Filter change intervals according as per manufactruter Policy.
 - vi. List of Jobs, which will be carried out during ASC visits, are as below.
 - a. Check Engine Oil Level.
 - b. Check Fuel, Oil Filter.
 - c. Cleaning of Air filter.
 - d. Level of Oil in F.I.P.
 - e. Water level in Radiator
 - f. Oil pressure on gauge
 - g. FIP connection and timing.

- h. Fuel pipes on suction, pressure and injector overflow for leaks.
- i. Throttle linkage lubricate.
- j. Silencer brackets for tightness.
- k. Exhaust system for leak.
- l. Engine Mountings.
- m. General oil leaks.
- n. Check Electronic Governor.
- o. Fan belt and other belts for correct tension.
- p. Hose pipe and Clamps for tightness and leak.
- q. Check tappet clearance.
- r. For leak in injector/leak off pipe.
- s. Lubricate the engine water pump.
- t. Water separator and drain if necessary.
- u. Cowl clearance and radiator distance.

O.I.C. (Estate)
VMOU, Kota

Part-A (G-Schedule)

S. No.	BSR Item No.	Description	Unit	Qty.	Rate	Amount
1	10.7	Providing & Fixing of ISO certified company made on load change over switch, front handle operated, four pole 415 V as per PWD specification for electrical Works conforming to IS/IEC 60947-3 : 1999 including connections , testing etc. as required .in the following rating. Appropriate type test certificate / OEM test report shall be submitted. All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with this BSR .				
	10.7.2	With sheet steel enclosure made out from CRCA sheet door 1.2mm & body 1.6mm thick, powder quoted, door locking system allow opening of door in OFF position only with 2 nos external earthing points.				
	10.7.2.4	200 A	Nos	2	13064.00	26128.00
2	11.2	Providing & Laying P.V.C. / XLPE insulated & P.V.C. sheathed Armoured Aluminium cable confirming to IS:1554 P-I / IS :7098 P - I of 1.1 KV with H4-Grade electrolytic aluminium conductor confirming to IS 8130 of purity >99.6 % , round / flat strip armouring of cables, Inner / outer sheath confirming to IS:5831 in existing RCC / Hume / Stoneware / PVC pipe/ open duct/cable trench / Cable tray(with cable tie) including testing etc. as required of following size. OEM must have it's own in house NABL accredited Laboratory for testing procedure as per IS:10810.For additional technical parameters of product / work refer Annexure 'A' attached with this BSR				
	11.2.9	95.0 Sq. mm 3.5 core	Mts	60	765.00	45900.00
3	12.3	Supplying and making end termination with heavy aluminium lugs (Pin / ring type) confirming to IS 8309 -1993 & IS 8337-1976 duly crimped with crimping tool, PVC tape etc of following size.All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with this BSR .				
	12.3.11	95.0 Sq.mm	Each	48	19.00	912.00
4	14.5	Supply & Laying following size earth strip in horizontal or vertical run in surface by means of Earth strip DMC Insulator including riveting/ soldering/ welding, Jointing shall be done by overlapping and with 2 set of Brass (for Cu strip) / GI (for GI Strip) nut bolt & spring washer spaced at 50cm making connection etc. as required.All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with this BSR .				
	14.5.9	25mm x 5mm tinned copper strip	Mtr.	40	1720.0	68800.00
5	14.5	Supply & Laying following size earth strip in horizontal or vertical run in surface by means of Earth strip DMC Insulator including riveting/ soldering/ welding, Jointing shall be done by overlapping and with 2 set of Brass (for Cu strip) / GI (for GI Strip) nut bolt & spring washer spaced at 50cm making connection etc. as required.All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with this BSR .				
	14.5.15	25mm x 6mm G.I. (Hot Dipped) Strip	Mtr.	40	196.0	7840.00
6	23.17	SITC of Radiator Cooled and Turbo charged Silent DG Set (As per latest CPCB emission norms) having specifications as per A,B,C,D, E, F,G,H & I				
		A) 1500 RPM Diesel Engine conforming to BS:649/5514 of suitable BHP (up to 82.5 kVA 6 cylinder or Below required, 125 kVA & Above ratings 6 cylinder or above required) capable of taking 10% over loading for one hour after 12 hours of continuous operation., Dry exhaust manifold with Hospital grade silencer and catalytic convertor(isolated from main DG chamber), up to 3 M exhaust piping (with LRB insulation & Alum. cladding) as required .				
		B) AC Brush less SPDP Alternator conform to BS 5000 (part 99) or IS/IEC 60034-1. . Alternator shall be self regulated with standard Alternator Protection(Over voltage , over speed & under voltage, under speed warning & shutdown).Engine & Alternator mounted on a common base Frame & coupled through a flexible coupling or close coupled				
		C) CPCB / ARAI approved Standard canopy with Weatherproof, powdercoated Acoustic enclosure for DG set for sound attenuation fabricated from 1.6 mm CRCA sheet steel (structure) with sidewall fabricated from 1.6 mm CRCA sheet & filled with glasswool (96Kg/m3) / Foam. as per IS8183 the doors of 28/40/50/85mm thick as perrating and fabricated from 1.6mm CRCA sheet packed with accoustic material, All doors/opening are sealed with neoprene /EPDNgaskets. The DG Set has Inbuilt / External in fuel tank to run 6 to 8 Hrs as per OEM standard, with protection and tripping of DG set against temperature of more than 50 degree centigrade.				
		D) Electronic / Mechanical governor, Manual & electric Start ,Batteries with battry charger, Engine instruments panel,AVM pads All controls for operation of DG set are from outside the enclosure with DG control panel having Microprocessor based Genset monitoring like Running Hour, RPM, Low Lube Oil tripping & control system, Panel mounted MCCB/ACB of suitable rating, Ammeter, Voltmeter, PF meter, frequency meter, KWH meter,digital fuel display meter, Ind.lamps etc. mounted inside enclosure , visible and accessible from outside. The enclosure should be suitable for following capacity DG sets and				

	alternator. Noise level shall be less than 75 dB at a distance of 1 Mtrs. duly certified by authorised agency etc. complete in all respect of following capacity :				
	E) (i) Accoustic glass wool wall thickness should not be less then 40mm and not less then 20mm PU foam upto rating 100 KVA. (ii).Accoustic glass wool wall thickness should not be less then 65mm and not less then 50mm PU foam upto rating 250 KVA. (iii)Accoustic glass wool wall thickness should not be less then 100mm for rating above 250 KVA.				
	F) First filling of the fuel tank shall be done by contractor and the prevailing fuel cost at that time shall be reimbursed to the contactor by department.				
	G) Servicing Contract of DG Set from OEM's Authorised Service Dealer as per OEM guidelines during the DLP period shall be done by contractor including all consumables, actual charges shall be reimbursed to the contractor by End User Department.				
	H) Manufacturer / OEM must have its authorized service dealer in Rajasthan. Which can provide service within 6 Hours of compalint registration.				
	I) DG set will be offered for Inspection and Testing at Manufacturer's Works in presence of Departmental Engineers. All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with this BSR . (Make: Kirloskar/Cumnins/Ashok Layland)				
23.17.9	125 KVA at 0.8 pf 415V 50Hz 3-Ø	Set	1	1072760.00	1072760.00
7	23.29	SITC of PLC Based Auto main failure (AMF) Panel fabricated from CRCA sheet steel 2 mmThick , Powder coated finish , Engine Start & Stop commands, control Relays , Ammeter & Voltmeter with selector switches, Control & 2 nos 4 pole Power Contactors with 2 no. of required size 4 pole MCCB, Timers, Electronic Hooter ,Visual & Alarm indication for faults, UPS, operator interface panel complete in all respect suitable for following capacity DG sets: Appropriate Test Certificate/ report of product/accessories from OEM/Panel Manufacturer shall be submitted. All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with this BSR .(Make :- Kirlosker/ Cummins/ Sudhir)			
	23.29.3	100 to 140 KVA			
Total					1329276.00

Terms & Conditions :-

- 1- Conditional Tender shall be not accepted.
- 2- The Rates are based on P.W.D., Rajasthan Electrical Works B.S.R. 2022.
- 3- In case of any typographical error or mistake in print the above B.S.R. shall be binding and final.

**O.I.C. (Estate)
VMOU, Kota**

I / We here by agree to execute the above work at the following rate.

Rate are % above / below **(in words)** on "G" SCHEDULE

Rate are % above / below **(in Figures)** on "G" SCHEDULE

Signature of Contractor

Part B (H - Schedule)
C.A.M.C. Proposal After Warranty / Guaranty Years

S. No.	Years	Rate (Each unit)	G.S.T.	Total Amount
1	CAMC Rate for 1st Year after Warranty/ Guaranty			
2	CAMC Rate for 2nd Year after Warranty/ Guaranty			
3	CAMC Rate for 3rd Year after Warranty/ Guaranty			
4	CAMC Rate for 4th Year after Warranty/ Guaranty			
5	CAMC Rate for 5th Year after Warranty/ Guaranty			

Signature of Contractor with seal

Compliance with the code of integrity and no conflict of interest

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness, and progress of the procurement process.
- (d) Not misuse any information shared between the procuring entity and the Bidders with intent to gain unfair advantage in the procurement process.
- (e) Not indulge in any correction 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.

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

Declaration by the Bidder regarding qualifications

In relation to my/our Bid submitted to Vardhman Mahaveer Open University, Kota for procurement of **“Supply and commissioning of New D.G. Set in C.V. Raman bhawan in University campus”** in response to their Notice Inviting Bid No. **21 /2024-25** Dated **19-09-2024**. 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

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 Principal 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 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 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 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, as the case may be upon filing of appeal, shall issued notice accompanied by 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-
- (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

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 provision 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

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 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 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