



# **VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA**

Office of Comptroller Rawatbhata Road, Kota-324021 Rajasthan  
(Website- [vmou.ac.in](http://vmou.ac.in))

No/VMOU/S&P/2024-25/25

Date: 25.09.2024

## **NOTICE INVITING BID**

Vardhman Mahaveer Open University, Kota invites sealed bids from the MSME Firm of Rajasthan under Rajasthan Transparency in Public Procurement Act, 2012 & Rules, 2013 for **Supply of Furniture** fulfilling eligibility criteria prescribed in Eligibility bid under single stage two part bidding system as described in the bid documents as appended below :-

<b>NIB No.</b>	<b>Name of work</b>	<b>Estimated Cost Rs.</b>	<b>BID Security Rs.</b>	<b>BID Form Fee Rs.</b>	<b>Date of Downloading BID documents</b>	<b>Last Date of Submission of BID</b>	<b>Date of Opening of BID</b>	<b>Validity Period</b>
<b>25/2024-25</b>	<b>Supply of Furniture (Racks &amp; Chairs)</b>	9.86 Lakh	19720/-	500/-	30.09.2024 From 10:00 AM	09.10.2024 Till 5:00 PM	14.10.2024 At 12:30 PM	90 days

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

- The detailed scope of work as well as terms and conditions for “**Supply of Furniture**” 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 at office of comptroller VMOU Kota, Room No.114 in Big Sealed Envelop superscribing on “**Supply of Furniture**” which Contains Two Separate envelopes :-
  - Envelope –I (Technical Bid)** contain format of Eligibility criteria with all supporting Documents/Annexure with separate Demand Drafts drawn in favour of “Vardhman Mahaveer Open University” payable at Kota towards the cost of Bid Fee Rs. 500/- (non-refundable) and bid security amount (Refundable) Rs. 19720/-
  - Envelope –II (Financial Bid)** contain **Price Bid** Only .
- Price bids will be opened only of those responsive bidders who are found eligible in eligibility criteria .
- Tender Documents contain the following:-**
  - DD against BID fee,&BID Security .
  - Copy of GST Registration and PAN shall be enclosed with the BID.
  - The bidder must submit terms and conditions as well as annexure A,B,C and D (duly signed) with the BID.
- The Price bid shall contain Rates quoted by the bidder in prescribed format as enclosed herewith.**
- 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 Bid.
- In case of any query, the undersigned (Procurement Entity) may be contacted at e-mail [cps@vmou.ac.in](mailto:cps@vmou.ac.in) .
- Corrigendum if any will be published on above website only.
- Conditional Tender will not be Accepted.
- Bidder or their Authorized representative may attend at the time of opening of the tender.
- The bidder must not be black listed any where and self declaration has to be submit with bid Document.

- Sd -  
Comptroller

**VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA**

Rawathbhata Road, Kota -324021  
**पात्रता मानदण्ड हेतु वांछित सूचना/प्रपत्र**  
(Supply of Furniture)

**NIB No. 25/2024-25**

निम्न दस्तावेजों के अभाव में निविदा विचार योग्य नहीं मानी जायेगी :-

1.	Name and address of the bidder ..... ..... ..... Email ID.....Mobile No.....
2.	The Bid fee amounting to Rs 500/- has been submitted vide Demand Draft Number..... Dated.....in favour of Vardhman Mahaveer Open University, Kota payable at Kota.
3.	The Bid Security amounting 2% of Tender Value is Rs 19720/- has been submitted vide Demand Draft Number..... Dated.....in favour of Vardhman Mahaveer Open University, Kota payable at Kota.
4.	फर्म के लेटर पेड पर निविदा दाता को किसी भी राजकीय/अर्धशासकीय/स्वायत्तशासी संस्था द्वारा ब्लैक लिस्ट नहीं किये जाने का स्वहस्ताक्षरित घोषणापत्र।
5.	Copy of GST Registration with G.S.T. Declaration as per format Annexure-IV should be attached with technical Bid
6.	Copy of PAN Card
7.	Signed Bid Terms & Conditions with Annexure A,B,C & D as prescribed in Rajasthan Transparency in Public Procurement Rules, 2013 are also enclosed.
8.	निविदादाता फर्म का इस कार्य हेतु MSME में पंजीकृत होना आवश्यक है, निविदा के साथ MSME पंजीकरण की प्रति संलग्न करना आवश्यक होगा।
9.	Price Charging Certificate as per format Annexure-III should be attached with technical Bid .
10.	निविदादाता फर्म को निविदा के साथ MSME फर्म के रूप में पंजीयन की प्रति के साथ ही प्रारूप-ख में शपथ पत्र अथवा महाप्रबंधक, जिला उद्योग केंद्र द्वारा जारी प्रमाण पत्र लगाना आवश्यक होगा। शपथ- पत्र व प्रमाण पत्र हेतु प्रारूप निविदा के साथ क्रमशः <b>Annexure-I व Annexure-II के रूप में संलग्न है।</b> उक्त के अतिरिक्त फर्म को उक्त रूप में प्रमाणित करने वाले अन्य आवश्यक दस्तावेज भी निविदा के साथ प्रस्तुत किये जा सकते हैं।
11.	विगत तीन वित्तीय वर्षों के दौरान फर्म का औसत वार्षिक Turn Over 10.00 लाख रुपये होना चाहिए। Turn Over का CA द्वारा जारी प्रमाण पत्र संलग्न किया जावे।

***All above required documents are attached herewith duly signed by me and are true.***

Date:.....  
Place:.....

Signature of the bidder with  
Seal



## **VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA**

**Rawatbhata Road, Kota -324021**

**Central Store and Purchase Cell**

**Price Bid**

**(“Supply of Furniture”)**

1. NIB No and Date :- 25/2024-25 & 25.09.2024
2. Name of Bidder :-
3. Full Address :-
4. Contact No. :-
5. Email Address :-
6. GST Registration No. :-
7. PAN No. :-
8. Work Description :-

Sr. No.	Name of the Item	Specification	Estimated Quantity	Price Per Unit Without GST	GST Per Unit	Price Per Unit With GST	Total Price With GST
1.	Iron Racks	Iron Racks Open made of 20 Gauge sheet Size – 78’x36’x13’ No. of Shelves – 6 No. of Compartment – 5 Surface Finish – Powder Coated Fitted with Slotted Angle	150				
2.	Revolving Chair	Revolving Chair Low Back Chair, PP Arms, Nylon Base, Gas Lift, PP Seat & Back Cover, PU Moulded Seat & Back Cushion, Fabric Tapestry Chair Height – Standard Height	30				
3.	Visitor Chair	Visitor Chair, Half Round Metal Arms/W/o Arms, Pipe Frame, Seat & Back Fabric Tapestry Chair Height – Standard Height	19				

1. I/We have to gone through the entire terms & conditions as stipulated in the tender document and confirm to accept and abide the same.
2. Packing, forwarding, Transportation, Loading & Unloading etc. charges will be included in the above Quoted rates.
3. No other charges would be payable by the University .
4. **FOR for Tendered items at office of Comptroller Finance VMOU, Kota & Regional Centre, VMOU, Jaipur.**

Note:- All the items/devices/equipments to be supplied must be branded.

Date:

Place:

Signature of the Bidder with seal

# **VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA**

**Rawathbhata Road, Kota -324021**

## **TERMS & CONDITIONS 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 bona-fide dealers /manufactures/authorized distributors 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 VMOU, Kota including all incidental charges. G.S.T. should be mentioned separately .
5. **Validity:** - Tender shall be valid for a period of **90 days** from the date of opening of the Technical bid.
6. The approved supplier shall be deemed to have carefully examined the conditions, specifications, make 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, etc., he shall, before signing the contract, refer the same to the Procuring entity 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:-**
  - a. The equipment offered shall be in accordance with the minimum Technical Specification as provided in bid document. The university reserve the right to select the specification and other features as per its actual requirement.
  - b. The decision of the purchase committee whether the articles supplied conform to the specifications , if any, shall be final and binding on the bidders.
9. The Contractor/firm will adopt all safety measures /precautions while executing the work/supply. In case of any accident /causality of any personnel, involved in work/supply the complete responsibility will be borne by the contractor/firm himself and University will not be held responsible for any claim/compensation.
10. **Warranty:-** The equipment/goods shall have a comprehensive on-site warranty for minimum Three year or in accordance with the terms of the OEM, as the case may be.
11. **Force Majeure:** In no event shall either Party have any liability for failure to comply with this Agreement, if such failure results directly from the occurrence of any contingency beyond the reasonable control of the Party, including, without limitation, strike or other labor disturbance, riot, major power failure, war, natural calamities including but not limited to floods, earthquakes, fire, volcanic eruptions, epidemics, National Emergency, interference by any government or governmental agency, embargo, seizure, or enactment or abolition of any law, statute, ordinance, rule, or regulation (each a " Force Majeure Event"). In the event that either Party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the Party who has been so affected shall as soon as may be, after coming to know of the Force Majeure Event, inform the other Party and shall take reasonable steps to resume performance as soon as may be after the cessation of the Force Majeure Event. If the period of nonperformance due to a Force Majeure Event exceeds thirty (30) days, the Party whose ability to perform has been so affected may, by giving written notice, terminate this Agreement.
12. **Evaluation:-**
  - a. The Tenders will be evaluated on the basis of specifications/brand/make of the product as per VMOU requirement. If considered necessary, the decision in this regard by the Committee would be final and binding to the bidder.
  - b. The VMOU reserves the right to select the tenderer on the basis of best possible features quoted. The decision of VMOU arrived at in this regard shall be final and representation of any kind shall not be entertained on the above.
13. **Rejection:-** 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.
14. (i) **Delivery Period:-** The bidder whose tender is accepted shall arrange **Supply , Installation, Commissioning of Items** within a period of **15 days or as per work order issued by the University**.
  - (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. If the bidder fails to do so, the University 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 University 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.

15. **Performance Security and Agreement should be submitted by successful bidder within 7 Days or as per work order:-**
- Successful bidder will have to execute an agreement in the Form SR-17 and deposit Performance security equal to 5% of the Ordered value of the work for which tenders are accepted within 7 days date of dispatch on which the acceptance of the tender is communicated to him as per work order.
  - No interest will be paid by the department on the Performance Security money.
  - The form of Performance Security Money shall be as below:
    - Bank Draft/Bankers Cheque.
    - Post-office Savings Bank Pass book duly pledged.
    - National Savings Certificate, Defence Savings Certificates, Kisan Vikas Patras, 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.
    - Bank guarantee issued by any of scheduled bank. (validity must be beyond 60 days of warranty period.)
  - The Performance security money shall be refunded after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee/warranty if any.
16. **Forfeiture of Performance Security Deposit:-** Security amount in full or part may be forfeited in the following cases:
- When any terms and conditions of the contract is breached.
  - When the bidder fails to make complete supply, Installation & Commissioning satisfactorily.
  - Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the purchase Committee in this regard shall be final.
17. (i) The firms registered as MSME firm in Rajasthan as manufacturer of tendered items, subject to furnishing the registration in original or a Photostat copy or a copy thereof duly attested by any Gazetted Officer will be partially exempted from Bid Security money and security deposit as per rules.
- Central Government and Government of Rajasthan Undertaking will be exempted from furnishing security amount as per rule.
18. 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.
19. **Payments:-**
- Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on completion of supply, Installation & Commissioning satisfactorily and on submission of bill in proper form by the bidder to the Office of Comptroller VMOU in accordance with GF & AR all remittance charges will be borne by the bidder.
  - In case of disputed items, **10% of the amount** shall be with held and will be paid on settlement of the dispute.
  - 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.
20. (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
- (ii) 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 one fourth 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% |
- (iii) 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%.
  - 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.
  - 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.
21. **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.
22. If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to summarily rejection.
23. **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.**

24. 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. Address of residence and office, telephone numbers in case of sole proprietorship.
25. If any dispute, arise out of the contract with regard to the interpretation meaning and Breach 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.
26. 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.**
27. 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).
28. **The bid and contract shall be governed by the Rajasthan transparency in public procurement Act 2012 and rules 2013 and GF & AR.**
29. 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.**
30. **In case, documents/undertaking submitted by the bidder is found false later on, the concerned bidder shall be wholly responsible for all the consequences arising out of them.**
31. All Taxes as per Govt. Rule will be deducted from bills at the time of payment.
32. The procuring entity reserve the right to accept or reject any bid and to cancel the bidding process and reject all bids without assigning any reason at any time .
33. **At any time prior to the deadline for presenting bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents as per RTPP Rule 47 of 2013 .**
34. First appeal authority is Honorable Vice Chancellor & Second appeal authority is Secretary, Higher & Technical education, Rajasthan Govt. .

**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

# **VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA**

**Rawathbhata Road, Kota -324021**

## **SPECIAL TERMS & CONDITIONS OF BID & CONTRACT**

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

1. बोली में केवल राजस्थान में स्थित 'सूक्ष्म', 'लघु' और 'मध्यम' उद्यम इकाईयां ही भाग लेने हेतु पत्र होगी। 'सूक्ष्म', 'लघु' और 'मध्यम' उद्यमों से तात्पर्य सूक्ष्म, लघु व मध्यम उद्यम विकास अधिनियम, 2006 की धारा 7 की उपधारा (1) के अधीन वर्गीकृत और राजस्थान में स्थित और इस रूप में उद्योग विभाग द्वारा मान्यता प्राप्त सूक्ष्म, लघु और मध्यम उद्यमों से है।
2. निविदादाता फर्म को निविदा के साथ MSME फर्म के रूप में पंजीयन की प्रति के साथ ही प्रारूप-ख में शपथ पत्र अथवा महाप्रबंधक, जिला उद्योग केंद्र द्वारा जारी प्रमाण पत्र लगाना आवश्यक होगा। शपथ- पत्र व प्रमाण पत्र हेतु प्रारूप निविदा के साथ क्रमशः Annexure-I व Annexure-II के रूप में संलग्न है। उक्त के अतिरिक्त फर्म को उक्त रूप में प्रमाणित करने वाले अन्य आवश्यक दस्तावेज भी निविदा के साथ प्रस्तुत किये जा सकते हैं।
3. निविदा में अंकित आइटम्स की संख्या अनुमानित है जो आवश्यकतानुसार कम या ज्यादा हो सकती है न्यूनतम संख्या की गारंटी नहीं है।
4. निविदा की शर्तों के संबंध में कोई शंका हो तो किसी भी कार्यदिवस में क्रय शाखा (Room No. 114) में जानकारी ली जा सकती है।
5. निविदादाता को उसके द्वारा आइटम्स की आपूर्ति वि.वि. के कोटा मुख्यालय पर अपने व्यय पर करनी होगी।
6. उपापन संस्था फर्म के परिसर की विजिट कर सकेगी।
7. विगत तीन वित्तीय वर्षों के दौरान फर्म का औसत वार्षिक Turn Over 10.00 लाख रूपये होना चाहिए। Turn Over का CA द्वारा जारी प्रमाण पत्र संलग्न किया जावे।

**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 -A

### 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 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.

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 -B

### Declaration by the Bidder regarding qualifications

In relation to my/our Bid submitted to Comptroller VMOU, KOTA, Kota for procurement of “**Supply of Furniture**” in response to their Notice Inviting Bid No. 25/2024-2025 Dated 25.09.2024 . 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

Name:

Designation:

Address:

## **Annexure C**

### **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 Secretary, Higher & Technical education, Rajasthan Govt.

#### **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 shall,-
  - (i) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents , relevant records or copies thereof relating 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-D**

### **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 in 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 a 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 accepted 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 fail 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

# The Rajasthan Transparency in Public Procurement Rules, 2013

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## Form No.1 (See rule 83)

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

Appeal No ..... Of .....

Before the ..... (First/Second Appellate Authority)

1. Particulars of appellant:
  - (i) Name of the appellant:
  - (ii) Official Address, if any:
  - (iii) Residential Address:
2. Name and address of the respondent(s):
  - (i)
  - (ii)
  - (iii)
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved :
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and document enclosed with the appeal:
6. Ground of appeal:  
.....  
.....  
.....  
.....(Supported by an affidavit)
7. Prayer:  
.....  
.....  
.....

Place .....

Date .....

Appellant's Signature

**प्रारूप ख**

शपथ पत्र का रूपविधान  
(खण्ड 11 देखिए)

मैं .....पुत्र ..... आयु .....वर्ष.....का निवासी, मैसर्स .....  
..... का स्वत्वधारी/भागीदार/निदेशक, इसके द्वारा सत्यनिष्ठा से प्रतिज्ञान करता हूँ और घोषणा करता हूँ कि -

(क) मेरे/हमारे उपरोक्त उल्लिखित उद्यम मैसर्स .....को जिला उद्योग केन्द्र .....  
..... द्वारा उद्यम संबंधी ज्ञापन भाग-॥ की अभिस्वीकृति जारी की गयी है। अभिस्वीकृति सं. .... दिनांक .....  
निम्नलिखित वस्तुओं का विनिर्माण करने के लिए जारी की गयी है :

वस्तु का नाम

उत्पादन क्षमता (वार्षिक)

- (i)
- (ii)
- (iii)
- (iv)
- (v)

(ख) मेरी/हमारी उपरोक्त उल्लिखित उद्यम संबंधी ज्ञापन भाग-॥ की अभिस्वीकृति उद्योग विभाग द्वारा या प्रत्याहृत नहीं की गयी है तथा यह कि उद्यम उपरोक्त वस्तुओं का नियमित रूप से विनिर्माण कर रहा है।

(ग) मेरे/हमारे उद्यम के पास समस्त अपेक्षित संयंत्र और मशीनरी है और उपरोक्त उल्लिखित वस्तुओं का विनिर्माण करने के लिए पूर्ण रूप से सृसज्जित है।

स्थान :-

हस्ताक्षर  
स्वत्वधारी/निदेशक प्राधिकृत हस्ताक्षरी  
मयरबर स्टाम्प एवं दिनांक

**प्रमाण पत्र**  
(खण्ड 10 देखिए)

पत्रावली सं.

दिनांक :

यह प्रमाणित किया जाता है कि मैसर्स ..... का दिनांक .....को .....  
..... द्वारा निरीक्षण किया गया और उद्यम द्वारा उल्लिखित तथ्य आवेदक द्वारा दर्शित अभिलेख के अनुसार सही है। उद्यम इस अधिसूचना के अधीन कीमत अधिमानता या क्रय अधिमानता या दोनों के लिए पात्र है। यह प्रमाण पत्र इसके जारी किए जाने की तारीख से एक वर्ष के लिए विधिमान्य है।

कार्यालय मुद्रा

हस्ताक्षर  
(अधिकारी का पूरा नाम)  
महाप्रबंधक  
जिला उद्योग केन्द्र  
रबर मुद्रा/स्टाम्प

संलग्न – (1) आवेदन

(2)

(3)

निविदादाता द्वारा अपनी संस्था के लेटर हेड पर प्रस्तुत किया जाये

**PRICE CHARGING CERTIFICATE**

I/We hereby certify that the rate offered in Financial bid are reasonable and justified and we are not marking lower rates to other department on condition of the tender and contract.

**Signature of the Bidder  
With seal and designation**

**“G.S.T. Declaration”**

I, certify that the services on which G.S.T. has been charged have not exempted under the Central Sales Tax Act. (C.S.T.)/State G.S.T. Act., or the Rules made there under and the amount charged on account of G.S.T. is not more than what is payable under the current provisions of the G.S.T. act, or the Rules made there under .

Certify that we M/S .....  
are registered as Dealer in the .....  
(State or Union Territory) under G.S.T. Registration No. ....

**Signature of the Bidder  
With seal and designation**