



वर्धमान महावीर खुला विश्वविद्यालय, कोटा
(सम्पदा प्रकोष्ठ)
अल्पकालीन निविदा सूचना
(सं० 34 / 2024-25)

विश्वविद्यालय द्वारा दिनांक 06.12.2024 से दिनांक 11.12.2024 तक आयोजित फुटबॉल टूर्नामेंट के अवसर पर निर्देशानुसार स्थान पर खान-पान मय केटरिंग व्यवस्था हेतु राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 एवं नियम 2013 के अन्तर्गत इच्छुक पात्रताधारी बोलीदाताओं से दो लिफाफा पद्धति में निविदायें आमंत्रित की जाती हैं।

कार्य का नाम	अनुमानित लागत राशि रू०	धरोहर राशि रू०	निविदा प्रपत्र शुल्क	निविदा डाउनलोड करने की तिथि	निविदा प्रस्तुत करने की अंतिम तिथि	प्राप्त निविदाओं की पात्रता बिड खोलने की तिथि
फुटबॉल टूर्नामेंट हेतु खान-पान मय केटरिंग व्यवस्था	8.00 लाख	16,000 / -	500 / -	22 / 11 / 2024 से 28 / 11 / 2024	29 / 11 / 2024 दोपहर 03:00 बजे तक	29 / 11 / 2024 दोपहर 04:00 बजे

निविदादाताओं हेतु निर्देश:-

- निविदायें दो लिफाफा पद्धति से नियत तिथि तक कमशः पात्रता बिड एवं वित्तीय बिड निर्धारित प्रारूप में भरकर वांछित दस्तावेजों सहित पृथक-पृथक लिफाफा में सीलबंद करनी होगी तथा उक्त दोनों निविदाओं को एक अन्य बड़े लिफाफे में सीलबंद कर लिफाफे के ऊपर “फुटबॉल टूर्नामेंट हेतु खान-पान मय केटरिंग व्यवस्था” अंकित कर विश्वविद्यालय के कक्ष संख्या 03 प्रशासनिक भवन में प्रस्तुत करना होगा।
- पात्रता बिड में पात्र घोषित निविदादाताओं की वित्तीय बिड खोली जायेगी जिसके लिये संबंधित निविदादाताओं को पृथक से सूचित कर दिया जायेगा। आवश्यक होने तथा समयावधि कम होने के कारण सफल निविदादाताओं की वित्तीय बिड उसी दिन खोली जावेगी।
- सफल निविदादाता को कार्यादेश जारी होने की तिथि से अंदर तीन योम राशि रू० 500 / - के स्टाम्प पेपर अनुबंध सम्पादित करना होगा तथा कार्यादेश मूल्य की 5 प्रतिशत की दर से कार्य सम्पादन प्रतिभूति राशि जमा करानी होगी।
- निविदा प्रपत्र विश्वविद्यालय की Website www.vmou.ac.in अथवा www.sppp.raasthan.gov.in से डाउनलोड किये जा सकते हैं।
- निविदा प्रपत्र का निर्धारित शुल्क तथा धरोहर राशि का डिमाण्ड ड्राफ्ट वर्धमान महावीर खुला विश्वविद्यालय, कोटा के नाम अलग-अलग बनवाकर पात्रता निविदा के साथ अन्य दस्तावेजों सहित संलग्न करना आवश्यक है।
- किसी भी निविदा अथवा उसके भाग को बिना कारण बताये निरस्त करने का अधिकार विश्वविद्यालय के पास सुरक्षित रहेगा।

प्रभारी अधिकारी (सम्पदा)



वर्धमान महावीर खुला विश्वविद्यालय, कोटा
(सम्पदा प्रकोष्ठ)

पात्रता बिड

कार्य का नाम:- फुटबॉल टूर्नामेंट हेतु खान-पान मय केटरिंग व्यवस्था

1. निविदा संख्या व दिनांक- 34 / 2024-25 दिनांक :- 22 / 11 / 2024
2. निविदादाता का विवरण:-
 - निविदादाता का नाम.....
 - प्रतिष्ठान का पता.....
 - मोबाईल नंबर एवं ई-मेल पता.....
3. निविदा की पात्रता के मानदण्ड / शर्तें:-
 - i. जीएसटीएन पंजीयन नंबर.....(प्रति संलग्न करे)
 - ii. पेन कार्ड नंबर(प्रति संलग्न करे)
 - iii. फूड लाईसेंस(प्रति संलग्न करे)
 - iv. Annexure A,B,C&D.....(हस्ताक्षर युक्त प्रति संलग्न करे)
 - v. निविदा शर्तें.....(हस्ताक्षर युक्त प्रति संलग्न करे)
 - vi. बोली प्रतिभूति राशि रू0 16,000 /- डी.डी. नंबरदिनांक(डी.डी. संलग्न)।
 - vii. निविदा प्रपत्र शुल्क राशि रूपये 500 /-डी.डी.नंबर.....दिनांक.....(डी.डी. संलग्न)।

निविदादाता द्वारा घोषणा

यह प्रमाणित किया जाता है कि मैंने निविदा के निर्देशों एवं शर्तों का भली भाँति अध्ययन कर लिया है और मैं निविदा की शर्तों की पूर्ण पालना करने हेतु सहमत हूँ।

स्थान:-

दिनांक:-

निविदादाता के हस्ताक्षर



वर्धमान महावीर खुला विश्वविद्यालय, कोटा
(सम्पदा प्रकोष्ठ)

फुटबॉल टूर्नामेंट हेतु खान-पान मय केटरिंग व्यवस्था

निविदा की विशेष शर्तें:-

1. निविदा के साथ निविदा प्रपत्र शुल्क रूपये 500/- एवं धरोहर राशि हेतु रूपये 16,000/- (अक्षरे सोलह हजार मात्र) का डी.डी जो कि वर्धमान महावीर खुला विश्वविद्यालय, कोटा के नाम देय हो संलग्न करना अनिवार्य होगा अन्यथा निविदा पर विचार नहीं किया जावेगा।
2. निविदा की पात्रता के मानदण्ड / शर्तें:-
 - i. जीएसटीएन पंजीयन नंबर.....(प्रति संलग्न करें)
 - ii. पेन कार्ड नंबर(प्रति संलग्न करें)
 - iii. फूड लाईसेंस.....(प्रति संलग्न करें)
 - iv. Annexure A,B,C&D.....(हस्ताक्षर युक्त प्रति संलग्न करें)
 - v. निविदा शर्तें.....(हस्ताक्षर युक्त प्रति संलग्न करें)
 - vi. बोली प्रतिभूति राशि रू0 16,000/- डी.डी. नंबरदिनांक(डी.डी. संलग्न)।
 - vii. निविदा प्रपत्र शुल्क राशि रूपये 500/- डी.डी. नंबर.....दिनांक.....(डी.डी. संलग्न)।
3. खाना बनाने में प्रयुक्त समस्त सामग्री यथा गैस, भट्टी, बरतन आदि सामानों की व्यवस्था निविदादाता को ही करनी होगी। जिसके ट्रांसपोर्टेशन के लिए अलग से कोई चार्ज देय नहीं होगा।
4. खाना बनाने में शुद्ध, गुणवत्तापूर्ण एवं ताजा सामग्री प्रयोग में ली जावेगी।
5. खाना समय पर तैयार कर गरम-गरम परोसा जावेगा। खाना परोसने में प्रयुक्त होने वाली सामग्री यथा थाली, चम्मच, डोंगे आदि बर्तनो की व्यवस्था निविदादाता को करनी होगी।
6. खाना बनाने में तेल मूँगफली का एवं शुद्ध घी प्रयोग में लिया जावेगा।
7. खाने एवं नाश्ते की व्यवस्था संलग्न चार्ट के अनुसार यथास्थान करनी होगी।
8. खाने एवं नाश्ते के पैकेट कूपन से ही दिए जावेंगे।
9. बिलों का भुगतान कार्यादेश में अंकित मात्रा एवं प्रस्तुत किये गये कूपन के अनुसार, जो भी अधिक होगा के आधार पर किया जाएगा। विद केटरिंग एवं बुफे नाश्ते एवं लंच/डीनर का भुगतान कार्यादेश मात्रा/वास्तविक मात्रा जो भी अधिक होगा के आधार पर देय होगा। कार्यादेश मात्रा के अतिरिक्त प्लेटस प्रभारी खान-पान व्यवस्था की देख-रेख में गिना के रखी जाएगी।
10. निजी विक्रय विश्वविद्यालय द्वारा अनुमोदित दर पर किया जा सकेगा।
11. निविदा में अंकित व्यक्तियों की संख्या अनुमानित है जो कम/ज्यादा हो सकती है।

12. यदि स्थान में परिवर्तन होगा तो तत्समय अवगत करवा दिया जावेगा।
13. दरें समस्त कर सहित होनी चाहिए।
14. बिल में से नियमानुसार आयकर (TDS) की कटौती की जावेगी।
15. किसी भी न्यूनतम दर वाली निविदा को स्वीकृत करने के लिये विश्वविद्यालय बाध्य नहीं होगा।
16. किसी भी निविदा या निविदा के भाग को बिना कोई कारण बताये रद्द किया जा सकता है।
17. निविदा में फर्म द्वारा अंकित कोई/किसी प्रकार की शर्त मान्य नहीं होगी।
18. फर्म द्वारा कार्य संतोषप्रद पूर्ण किये जाने की अवस्था में बिल दो प्रतियों में मय मूल कार्यादेश उपलब्ध कराना होगा।
19. बिल का भुगतान आर.टी.जी.एस. के माध्यम से किया जावेगा। इसके लिये फर्म का बैंक खाता संख्या, आई.एफ.एस.सी. कोड, बैंक का नाम एवं पेन कार्ड की प्रति उपलब्ध करवानी होगी।
20. उक्त बोली RTPP Act. एवं नियमों से शोसित होगी।
21. निविदा सील बन्द लिफाफें में ही मान्य होगी। लिफाफें पर मोटे अक्षरों में कार्य का नाम अंकित किया जाना आवश्यक होगा।
22. एल-1 का निर्धारण कुल योग की राशि के आधार पर किया जावेगा।
23. किसी भी प्रकार का विवाद उत्पन्न होने पर न्याय क्षेत्र कोटा रहेगा।
24. सफल बोलीदाता को तीन दिवस के अंदर 5 प्रतिशत की दर से (कार्यादेश राशि का) प्रतिभूति जमा करानी होगी एवं 500/- के स्टाम्प पेपर (NJ) पर अनुबंध करना होगा।

Vardhman Mahaveer Open University, Kota

Rawatbhata Road, Kota-324021

General condition of bid and 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 in the services. 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/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 os 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. **Validity:-** Tender shall be valid for a period of 90 days from the date of opening of technical bid.
5. The approved supplier shall be deemed to have carefully examined the scope of work, conditions etc. of the services.
6. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
7. The contract for the supply can be repudiated at any time by the University, 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.
8. Direct & indirect canvassing on the part of the bidder or his representative will be a disqualification.
9. (i) **Extent of quantity-** As per RTPP Rules.
10. **Bid Security:-**
 - (a) Tender shall be accompanied by a 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 favor of Vardhman Mahaveer 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 may however, be taken into consideration in case tenders are re-invited.
11. **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.

12. 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 03 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. Cash/Bank Draft/Bankers Cheque.
 - b. Post-office savings bank pass book duly pledged.
 - c. National savings certificate, defiance 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.
 - d. Bank guarantee issued by any of scheduled bank.
 - (e) The security money shall be refunded after 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.
13. (i) Firms Registered with the director of Industries Rajasthan in respect of stores for which they are registered, subject to their finishing the registration in original from the director of Industries or a Photostat copy or a copy thereof duly attested by any gazette 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.
14. **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. The decision of the purchase officer in this regard shall be final.
15. 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.
16. 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.
17. 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.
18. **All other/remaining general terms & conditions shall be applicable as laid down in Rajasthan transparency in public procurement Act 2012 and rules 2013. However, in case of any inconsistency found between the above said terms and conditions, terms and conditions laid down in RTPP Act and Rules shall be final and binding to both the parties.**

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

Signature & Seal of the bidder

Date:

Place:

Date	• Place of programme	Quantity			Rate Par Unit Including all Taxes			Total Amount
		Breakfast	Lunch	Dinner	Breakfast	Lunch	Dinner	
06.12.24	• Guest House (WithCatering)	50	50	50				
	• Shrinathpuram stadium,Kota (Packing)	-	-	-				
	• Ummedsingh stadium, Kota (Packing)	-	-	-				
	• Vijayveer stadium, Kota (Packing)	-	-	-				
	• Breakfast with tea at Gandhi Bhavan (Manager Meet) with catering	150	-	-				
07.12.24	• Guest House (With Catering)	50	-	50				
	• Shrinathpuram stadium, Kota (Packing)	1000 + 250 (Buffe) with catering	100	-				
	• Ummedsingh stadium, Kota(Packing)	-	100	-				
	• Vijayveer stadium, Kota(Packing)	-	100	-				
08.12.24	• Guest House (With Catering)	50	-	50				
	• Shrinathpuram stadium,Kota (Packing)	100	100	-				
	• Ummedsingh stadium, Kota(Packing)	100	100	-				
	• Vijayveer stadium, Kota(Packing)	100	100	-				
09.12.24	• Guest House (With Catering)	50	-	50				
	• Shrinathpuram stadium,Kota (Packing)	100	100	-				
	• Ummedsingh stadium, Kota(Packing)	100	100	-				
	• Vijayveer stadium, Kota(Packing)	100	100	-				
10.12.24	• Guest House (With Catering)	50	-	-				
	• VIP Dinner at HVC BUNGLAW (With Catering)	-	-	200				
	• Shrinathpuram stadium,Kota (Packing)	100	100	-				
	• Ummedsingh stadium, Kota(Packing)	100	100	-				
	• Vijayveer stadium, Kota(Packing)	100	100	-				
11.12.24	• Guest House (With Catering)	50	50	50				
	• Shrinathpuram stadium,Kota (Packing)	300 Pkt 200 Buffe with catering						
	• Ummedsingh stadium, Kota(Packing)							
	• Vijayveer stadium, Kota(Packing)							

Breakfast Menu : कचोरी /समोसा / खमण / पोहा /आलू-बड़ा (कोई एक आइटम), (मीठा एक पीस) सूखा / जलेबी /इमरती / मखन बड़ा / लड्डू, वेफर्स /नमकीन (कोई एक) एक केला आनिवार्य प्रति पैकेट

VIP Meal Menu : सूप दो तरह के (हॉट एंड सौर एवं स्वीट कॉर्न), पनीर चिल्ली, सोया चाप, साँस,चटनी, मूँगदाल हलुवा, दाल मखानी, मैथी मलाई मटर, पनीर बटूर मसाला, तवा सब्जी, तवा चपाती, तंदूरी रोटी, पुडी (सादा एवं पालक), जीरा राइस, अचार, फ्राइड पापड, कॉफी, सलाद, पानी बोत्तल 200ml व कैंपर आवश्यकता अनुसार, टिशु पेपर ,डिस्पोजल गिलास

Normal Meal Menu : रोटी,चावल,दाल,एक सब्जी,रायता, एक मिठाई,सलाद,अचार/नमकीन पानी कैंपर आवश्यकता अनुसार प्रत्येक स्टेडियम में प्रतिदिन

Annexure A: Compliance with the code of Integrity and No Conflict of Interest.

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive 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 harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- a. 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;
 - b. Have controlling partners/shareholders in common; or
- c. Receive or have received any direct or indirect subsidy from any of them; or
- d. Have the same legal representative for purpose of the Bid; or
- e. 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 regarding the bidding process; or
- f. The bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- g. 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
 - 1. 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.

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to **VMOU Kota** for procurement of “फुटबॉल टूर्नामेंट हेतु खान-पान मय कॅटरिंग व्यवस्था” in response to their Notice Inviting Bids No. 34 / 2024-25 Dt. 22/11 / 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 Bidding Document issued by the Procuring Entity;
- 2- I/We have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as 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 directors 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:

Signature of bidder

Place:

Name:

Designation:

Address:

Annexure C:

Grievance Redressal during Procurement Process

The designation and the address of the first Appellate Authority is **Hon'ble Vice-Chancellor, VMOU, Kota.**

The designation and the address of the Second Appellate Authority is **Additional Chief Secretary, Higher Education, Government of Rajasthan, Jaipur.**

1- Filing an appeal

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the act or the rules or the Guidelines issued there under, he may file an appeal to 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 filed 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 participation of Bidders in the Bid process;
- c. The decision of whether or not to enter into negotiations;
- d. Cancellation of a procurement process;
- e. Applicability of the provisions of confidentiality.

5- Form of Appeal

- a. An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or 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 Authority, 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 to the matter.
- c- After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d- The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

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 expressed in words is related to an arithmetic error, in which case in 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 Supplier 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 Supplier.

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 from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Date:

Signature of bidder

Place:

Name:

Designation:

Address: