



VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA

Rawathbhata Road, Kota -324021

(Finance Office)

DETAILED E-TENDER NOTICE

“Construction of Hall near Sabhagar bhawan in University campus”

(NIB No. 37 / 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 Civil works category (Minimum “ D ” 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
Construction of Hall near Sabhagar bhawan in University campus	17.25 Lacs	34500/-	1000/-	500/-	30/12/2024 to 08/01/2025 up to 5.00 pm	09/01/2025 up to 12.30 PM	09/01/2025 at 2:00 pm	03 Months

The detailed information for **Construction of Hall near Sabhagar 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, Rawatbhata Road, Kota-324021 sealed in an envelope titled “**Construction of Hall near Sabhagar bhawan in University campus**” by 09/01/2025 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

Construction of Hall near Sabhagar bhawan in University campus

अनुमानित लागत	:	रु0 17.25 लाख
प्रतिभूति बोली राशि	:	रु0 34500/-
निविदा प्रपत्र शुल्क	:	रु0 1000/-
प्रोसेसिंग फीस	:	रु0 500/-
निविदा डाउनलोड/अपलोड की तिथि	:	30/12/24 से 08/01/25 साँय 5.00 बजे तक
डी.डी. प्रस्तुत करने की तिथि व समय	:	09/01/2025 दोपहर 12.30 बजे तक
पात्रता विड खोलने की तिथि व समय	:	09/01/2025 को दोपहर 2.00 बजे

प्रभारी अधिकारी
सम्पदा

पात्रता विड में भरे जाने वाली आवश्यक जानकारी
(NIB No. 37/2024-25)

कार्य का नाम **% Construction of Hall near Sabhagar bhawan in University campus**

1. फर्म का नाम %
2. (अ) पूर्ण पता :
- (ब) दूरभाष एवं मोबाईल नम्बर :
- (स) ई-मेल आई.डी.
3. Proprietor का नाम :
4. फर्म के रजिस्ट्रेशन एवं लाइसेंस की प्रति :.....
(निविदा के साथ संलग्न/अपलोड करें)
5. पेन नम्बर (प्रति संलग्न/अपलोड) करें :.....
6. निविदा प्रपत्र राशि का विवरण : बैंक का नाम.....
डी0डी0 सं.....राशि रू0 1000 /-दिनांक
7. प्रोसेसिंग फीस का विवरण : बैंक का नाम
- डी0डी0 सं. राशि रू0 500 /-दिनांक
8. प्रतिभूति बोली राशि का विवरण : बैंक का नाम
- डी0डी0 सं.....राशि रू0 34500 /- 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 Civil works category (Minimum “ D ”class)
 - (b) पेन कार्ड की प्रति।
 - (c) जी.एस.टी. पंजीयन की प्रति।
 - (d) समस्त डिमाण्ड ड्राफ्ट की प्रति।
 - (e) निविदा में दी गई General Terms and Conditions पर सहमति बाबत हस्ताक्षर युक्त प्रति।
 - (f) निविदा दस्तावेज मय Annexure A,B,C&D की हस्ताक्षर युक्त प्रति।

स्थान :-

हस्ताक्षर निविदादाता :-

दिनांक :-

नाम :-

निविदादाताओं के लिये आवश्यक दिशा-निर्देश व शर्तें

(NIB No. 37 / 2024-25)

01. दरों को BOQ प्रारूप में ऑनलाइन भरा जायेगा।
02. डिमाण्ड ड्राफ्ट – निविदा प्रपत्र राशि रूपये 1000/- (NON-REFUNDABLE) एवं प्रतिभूति बोली राशि 34500/- 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 09/01/2025 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 “D”class) में पंजीयन की प्रति।
 - (b) जी.एस.टी. पंजीयन की प्रति।
 - (c) पेन कार्ड की प्रति।
 - (d) समस्त डिमाण्ड ड्राफ्ट की प्रति।
 - (e) सामान्य निविदा शर्तों पर सहमति बाबत हस्ताक्षर युक्त प्रति।
 - (f) निविदा दस्तावेज मय 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. कार्य की दोष निवारण अवधि 05 वर्ष होगी।
08. 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।
09. 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।
10. 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।
11. टी.डी.एस. व अन्य कटौती नियमानुसार प्रति बिल से की जावेगी।

12. कार्यावधि के मध्य में दरों में वृद्धि किसी भी रूप में स्वीकार्य नहीं होगी।
13. निविदा प्रक्रिया पूर्ण होने पर असफल निविदादाताओं को धरोहर राशि के डी0डी0 मूल ही लौटा दिये जावेंगे।
14. मेनवल (off line) निविदा मान्य नहीं होगी व स्वीकार नहीं की जावेगी।
15. किसी भी निविदा को स्वीकार/अस्वीकार करने का अधिकार विश्वविद्यालय के पास सुरक्षित रहेगा।
16. 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।
17. 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 ताकि RTPP नियम 47 के अन्तर्गत कार्यवाही की जा सके।
18. सफल निविदा दाता द्वारा आवंटित कार्य को किसी अन्य फर्म को Sub-let नहीं किया जा सकेगा।
19. अन्य शर्तें सामान्य वित्तीय एवं लेखा नियम, सार्वजनिक निर्माण वित्तिय एवं लेखा नियम एवं राजस्थान लोक उपापन में पारदर्शिता नियम, 2013 के अनुरूप होगी।
20. प्रथम अपील अधिकारी माननीय कुलपति महोदय एवं द्वितीय शासन सचिव, उच्च शिक्षा विभाग, राजस्थान सरकार होंगे।
21. समस्त विवादों हेतु न्यायाधिक क्षेत्र कोटा होगा।

प्रभारी अधिकारी
(सम्पदा)

(Signature of Contractor)

FINANCIAL BID

(NIB No. 37/ 2024-25)

G-Schedule

S. No.	Code No.	Description	Unit	Qty.	Rate	Amount
1	1.7.3	Earth work in excavation/ by mechanical means (Hydraulic Excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50 m and lift upto 1.5 m, disposed earth to be levelled and neatly dressed:Hard rock(blasting prohibited) useful material 30%	Cum	78.00	540.00	42120.00
2	1.31	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth upto 30 cm measured at a height of 1 m above ground level and removal of rubbish upto a distance of 50 m outside the periphery of the area cleared.	Sqm	250.00	5.00	1250.00
3	3.1.2	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level. M15 grade Nominal Mix 1: 2: 4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size).	Cum	6.60	4624.00	30518.40
4	3.1.6	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level. 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size).	Cum	40.00	3302.00	132080.00
5	4.2	Providing and laying in position specified grade of cement concrete for RCC structural elements upto floor five level including curing, compaction, finishing with rendering in cement sand mortar 1:3 (1 cement: 3 coarse sand) and making good the joints and cost of plastizers (if required) excluding the cost of centering, shuttering and reinforcement for Walls (any thickness) including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. M20 grade Nominal Mix / Design Mix	Cum	30.00	5609.00	168270.00
6	4.10.2	Centering & shuttering with plywood or steel sheets including strutting, propping bracing both ways with steel props and removal of formwork for upto floor five level for : Suspended floors, roofs, landings, staircases, balconies, girders, cantilevers, bands, coping bed plates, anchor blocks, sills, chhajjas, lintel, beam, plinth beam etc.	Sqm	156.00	340.00	53040.00
7	4.10.3	Centering & shuttering with plywood or steel sheets including strutting, propping bracing both ways with steel props and removal of formwork for upto floor five level for : Columns, pillars, posts and struts etc.	Sqm.	30.00	375.00	11250.00
8	4.10.8	Centering & shuttering with plywood or steel sheets including strutting, propping bracing both ways with steel props and removal of formwork for upto floor five level for : Add extra for shuttering in circular work (in respective centering and shuttering items)	Sqm	30.00	75.00	2250.00
9	4.13.1	Providing and fabricating reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding (including cost of binding wire) all complete up to floor five level. ('Original producers' who manufacture billet directly from iron ores and roll the billets to produce steel conforming to IS:1786) Cold twisted deformed bars (IS : 1786).	Kg.	3300.00	77.00	254100.00
10	4.14	Labour charges for cutting, bending for fabrication and binding reinforcement (plain or tor/ribbed/TMT steel) as per drawing and design for R.C.C. and R.B. work including cost of binding wire with all lead and lift up to floor five level complete.	Kg.	3300.00	12.00	39600.00
11	5.2.1	Brick work with F.P.S. bricks of class designation 75 in superstructure above plinth level upto floor V level in all shapes and sizes in : Cement mortar 1 : 4 (1 cement : 4 coarse sand)	Cum.	36.00	5196.00	187056.00
12	6.1.6	Random Rubble stone masonry for with hard stone in foundation and plinth in Cement Sand mortar above 30 CM thick wall in:Cement Mortar 1:6 (1-Cement : 6-Sand).	Cum.	63.60	2838.00	180496.80
13	11.26	Random rubble dry stone Kharanja under floor.	Cum	65.00	932.00	60580.00
14	1.27 (b)	Supplying and Filling in plinth with blown sand under floors including watering ramming consolidating and dressing complete including cost of sand.	Cum	61.20	450.00	27540.00

15	12.3.2	Plaster on new surface on walls in cement sand mortar 1:6 including racking of joint etc. complete fine finish : 20 mm thick.	Sqm	480.00	190.00	91200.00
16	7.18.2	P & F 1st qualityVitrified Porcelain Polished tiles on floor, skirting and steps etc.in different sizes (thickness to be specified by manufacturer) with water absorption less than 0.08% and conforming to IS 15622 of approved make in all colour and shade, laid with 20 mm thick CM 1 : 4 including grouting the joints with white cement and matching pigment etc complete. size 600 mm X 600 mm	Sqm	155.00	911.00	141205.00
17	7.5.1 (iii)	Providing and fixing Granite stone slab mirror polished and machine edge cut in walls, pillars, steps, Shelves, Sills Counters, Floors etc. laid on 12mm (Av.) thick base of cement mortar 1:3 (1 cement : 3 coarse sand) jointing with white cement mortar 1:2 (1white cement : 2 marble dust) with pigment to match the shade of the marble slab including grinding, rubbing and polishing complete. Jhunjhunu / Jalore (Red/Chocolate/Black/Pink Colour) Above 3601 Cm2 Slabs	Sqm.	21.00	3028.00	63588.00
18	12.39	Applying one coat of Cement primer of approved brand and manufacture on wall surface including all scaffolding:	Sqm	480.00	14.00	6720.00
19	12.22.1	Providing and applying white cement based putty over plastered surface to prepare the surface even and smooth complete New Plastered Surface (three or more coats)	Sqm	400.00	84.00	33600.00
20	12.40.1	Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade including all scaffolding: Two or more coats on new work including preparation of base with primer, putty, lippy etc complete in all respect.	Sqm	400.00	80.00	32000.00
21	12.44.2	Finishing walls with textured exterior paint of required shade as per approved colour complete as per manufacturers specifications including primer coat and protecting coat including scaffolding and safety provision Trowel Finish av. thickness 1000 to 1200 microns.	Sqm	225.00	347.00	78075.00
22	16.1.1.2	Providing and fixing aluminum work for doors ,windows, ventilators and partition with extruded built up standard tubular / appropriate Z sections and other sections of approved make conforming to IS :733 and IS :1285, fixed with rawl plugs and screws or with fixing clips ,or with expansion hold fasteners including necessary filling up of gap. at junctions , at top ,bottom and sides with required PVC/neoprene felt etc. Aluminium section shall be smooth ,rust free, straight ,mitered and jointed mechanically wherever required including cleat angle Aluminium snap beading for glazing /paneling , C.P. brass/ stainless steel screws Al. Tower bolt & Al. handle & Al. Aldrop etc.,all complete as per architectural drawings and the directions of Engineer- in – charge .(Glazing and paneling to be paid for separately). For fixed portion Powder coating aluminum (minimum thickness of powder coating 50 micron)	Kg.	55.00	351.00	19305.00
23	16.1.2.2	Providing and fixing aluminum work for doors ,windows, ventilators and partition with extruded built up standard tubular / appropriate Z sections and other sections of approved make conforming to IS :733 and IS :1285, fixed with rawl plugs and screws or with fixing clips ,or with expansion hold fasteners including necessary filling up of gap. at junctions , at top ,bottom and sides with required PVC/neoprene felt etc. Aluminium section shall be smooth ,rust free, straight ,mitered and jointed mechanically wherever required including cleat angle Aluminium snap beading for glazing /paneling , C.P. brass/ stainless steel screws Al. Tower bolt & Al. handle & Al. Aldrop etc.,all complete as per architectural drawings and the directions of Engineer- in – charge .(Glazing and paneling to be paid for separately). For shutters builtup standard tubular sections of openable doors ,windows & ventilators including providing & fixing hinges / rollers etc. and making provision for fixing of fittings wherever required (lockes shall be paid for separately). Powder coating aluminum (minimum thickness of powder coating 50 micron)	Kg.	80.00	381.00	30480.00
24		Extra for shutters of sliding aluminum windows	Kg.	55.00	38.10	2095.50
25	16.11	S&f fixed wire gauge of stainless steel of 14 mesh x 24 gauge to the aluminium window by Aluminium beading 20x3mm with suitable screws not exceeding 150mm distance at all heights with all lead and lift with scaffolding.	Sqm	5.00	925.00	4625.00
26	16.5.2	Providing and fixing glazing in aluminium door, window ,ventilator shutters and partitions etc. with PVS / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge.(Cost of aluminium snap beading shall be paid in basic item.) With float glass panes of 5.0 mm thickness (weight not less than 13.50 kg/sqm)	Sqm	13.60	902.00	12267.20
27	16.6.1	Providing and fixing double action hydraulic floor spring of approved brand and manufacture IS : 6315 marked, for doors including cost of cutting floors as required, embedding in floors and	Each	2.00	1426.00	2852.00

		cover plates with brass pivot and single piece M.S. With stainless steel cover plate				
28	7.6.2 (ii)	Extra for providing edge moulding to 15-18mm thick marble/ Granite/Kota stone counters, Vanities etc. including machine polishing to edge to give high gloss finish etc. complete as per design approved by Engineer-in-Charge. Granite/Kota Stone Work. Full Edge moulding	Mtr.	36.00	233.00	8388.00
29	3.16.3	P&F rigid PVC Pipe (IS:4985 mark) class II/ (4 Kg. /Cm2.) approved quality /make including joining the pipe with solvent cement rubber ring and lubricant. 110 mm dia	Mtr	30.00	282.00	8460.00
		Total Rs.				1725011.90

Terms & Conditions :-

- 1- Conditional Tender shall not be accepted.
- 2- The Rates are based on PWD, BSR -2022 for building work.
- 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)

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

Our Rates are% (above / below / at par on "G" SCHEDULE) in figure

Our Rates are% (above / below / at par on "G" SCHEDULE) in words

Note :- Strike out below, above or at par whichever is not applicable. If the same is not done, the lower offer will be considered for acceptance.

Signature of Contractor

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 **“Construction of Hall near Sabhagar bhawan in University campus”** in response to their Notice Inviting Bid No. **37 /2024-25** Dated **24-12-2024**. 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