



OFFICE OF THE COMPTROLLER
VARDHMAN MAHAVEER OPEN UNIVERSITY
Rawatbhata Rd, VardhmanMahaveer Open University,
Akelgarh, Kota, Rajasthan 324021
website: www.vmou.ac.in



No/VMOU/S&P/2024-25/45

Date: 16.01.2025

NOTICE INVITING BID

Sealed Single Stage Two envelopes unconditional Bids are invited on behalf of the Governor of Rajasthan by COMPTROLLER, VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA for the procurement of Services as listed below from experienced registered bidders.

S.No	NameofArticle	Specifications	Qty.	Total Estimated Cost in Rs.	Validityperiod ofBids
1.	To Invite & Manage Online Applications and Allotment of Seats for admission in BEd and MSc Courses for VardhmanMahaveer Open University, Kota	As per Scope of Work	As per Scope of Work	6.50 Lakh	90 days
Mode of Bid Submission		Offline			
Tendering Authority		Comptroller, Vardhman Mahaveer Open University, Rawatbhata Road, Kota, Rajasthan 324021			
Date of availability of Bid for downloading on sPPP Portal		From Date 17-01-2025			
Submission of Bid (Offline) with Tender Fees & Bid Security Fees		Start Date : Date 17-01-2025 Last Date : Up to 03.00 pm Date: 23-01-2025			
Date & Time of Opening of Technical Bid (offline)		At 04.00 pm, Date: 23-01-2025			
BID Fees of Tender		Rs. 500/- (Rs. Five Hundred Only)			
BID SECURITY in Rs.		Rs. 13000/-			

1. Offline Bid is to be submitted duly signed along with Technical Bid (Tender Fees, Bid Security Fees), Financial Bid in separate envelopes.
2. **Detailed bid document, terms & condition can be seen and downloaded from website www.sPPP.rajasthan.gov.in or University website www.vmou.ac.in.**
3. The Interested bidders may submit their bids at office of comptroller VMOU Kota, Room No.114 in Big Sealed Envelop which Contains Two Separate envelopes :-
 - i. **Envelope –I** contain format of Eligibility criteria with all supporting Documents/Annexure with separate Demand Drafts drawn in favor of “Vardhman Mahaveer Open University” payable at Kota towards the cost of Bid Fee Rs. 500/- (non-refundable) and bid security amount (Refundable) Rs. 13000/-(refundable)
 - ii. **Envelope –II** contain **Price Bid in prescribed format (Part II: “Financial Bid) only.**
4. Undersigned reserves the right to accept or reject any or all bids without assigning any reason whatsoever.

5. Bidders are requested to submit their bid with all required documents and formalities as on date mentioned in bid and ready for presentation as per scope of work. Any queries regarding scope of work may be taken by presence at office during office hours before not later than seven days
6. Bids received after the specified time and date shall not be accepted and returned unopened.
7. The Bids shall be opened at VMOU, kota in the presence of the Bidders Or their representatives who wish to be present.
8. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.

- Sd -
Comptroller
Vardhman Mahaveer
Open University, Kota

VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA

Rawathbhata Road, Kota -324021

GENERAL TERMS AND CONDITIONS OF BID & CONTRACT

Note:-Bidders should read these conditions carefully and comply strictly while submitting their tenders. The bidders are requested to submit their bids prior to last date of submission. The last date of submission of bids will not be extended on such account.

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:-

- a. 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.
- b. No interest will be paid by the department on the Performance Security money.
- c. The form of Performance Security Money shall be as below:
 - i. Bank Draft/Bankers Cheque.
 - ii. Post-office Savings Bank Pass book duly pledged.
 - iii. 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.
 - iv. Bank guarantee issued by any of scheduled bank. (validity must be beyond 60 days of warranty period.)
- d. 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:

- a. When any terms and conditions of the contract is breached.
- b. When the bidder fails to make complete supply, Installation & Commissioning satisfactorily.
- c. 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.

a. 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:-

a. 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.

b. In case of disputed items, **20% of the amount** shall be with held and will be paid on settlement of the dispute.

c. 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.

(i) The maximum amount of liquidated damage shall be 10%.

(ii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, from the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

- (iii) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
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 biddershall 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

SPECIAL TERMS & CONDITIONS OF BID & CONTRACT

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

1. Scope of Work for Admission in Programs B.Ed. & M.Sc. (Botany, Chemistry, Physics, Zoology) (University Admission Session Jan 2025)

Online Form Collection & Processing:

1. Development of Secure online portal for online application, fee deposition, counselling etc. admission related work.
2. Web Server
 - (a) Linux Server with load balancer and secured MYSQL data base server
 - (b) Domain
3. Uploading of Guidelines & Notifications for Admission
4. Program specific customized online application forms along with study center choice filling option and uploading of documents of candidate option as per University requirement
5. Filling bank details (such as IFSC code, bank name, bank A/c no, Account Holder Name, Bank Branch)
6. Payment mode: Through E-Mitra/Online Gateway with reconciliation (Banks)
7. Panel of daily status: (i) Application forms filled (ii) Amount deposited
8. Merit wise result preparation & declaration (on the basis of graduation marks percentage, date of birth, reservation policy etc. as per rules/guidelines decided by University)
9. Help line center with one telecall operator
10. OTP validation as per requirement

Counselling & Seat Allotment Online Work:

I-Online Counselling for allotment of RC (Regional Center) & SC (Study Center)

1. Preparation of the allotment data as per the University program specific guidelines for various categories combinations.
2. Uploading of data on the net as per requirement.
3. Providing the complete information of the candidate allotted for checking & verification.
4. Providing instructions to candidates for selection of Study Center.
5. Online admission confirmation as per University guidelines.
6. Notification to students by SMS for allotment.
7. Providing the online allotment letter to the candidate which he/she can print from the net.
8. Admitted candidate data.
9. Non admitted candidate data
10. Program specific daily status report (seat filled, seat vacant)
11. Update the data and prepare next allotment seat as per University guidelines

II -Waiting/Next Counselling

1. Display of balance sheets
 2. Registration for upward movement by the admitted candidates
 3. Process as decided such as upward movement (filled study center option list used), merit preparation, allotment etc.
- * Condition of upward movement is applicable only in M.Sc Admission (Botany, Chemistry, Physics, Zoology)

III-The above process for I to II repeated as required.

IV- Final data: Admitted candidates List Study Center wise

V-Panel for refund registration for all eligible candidates for refund with uploading of required documents like bank passbook or cancelled cheque etc.

VI-Verification of the account related documents and the account details filled by candidate in assistance with University staff.

2. Documents Required with Technical bid –

- i. The bidder should be an individual company registered legal entity in India, under the Rajasthan Shops & Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable or A company registered under Indian Companies Act, 1956, 2013 - Copy of valid Registration Certificates/ Copy of Certificates of incorporation
 - ii. The DD of prescribed cost of tender fee Rs. 500/-and bid security amount Rs 13000/- in favour of Vardhman Mahaveer Open University, Kota payable at kota.
 - iii. Copy of PAN & GST Registration
 - iv. The net worth of bidder should be positive in last 3 financial years and average turnover for last 3 financial years (2021-22, 2022-23& 2023-24) at least Rs. 50.00 Lacs Per year - CA Certificate with UDIN and audit reports.
 - v. Bidder must have 10 years continuous online counselling and allotment experience for State Government Universities/ Bodies in the state of Rajasthan & Bidder must have 3 years continuous experience of merit list preparation and result processing for 3 different state government universities during the last 3 years - P.O. with completion/ experience Certificate to be submitted.
 - vi. Undertaking on Rs 100/- NJ stamp about non- blacklisting by the state govt./centre govt. & PSU of state and centre govt. or any other procuring entity - Copy of undertaking mentioned as Annexure – 2
 - vii. Proof of Head office - Copy of Lease deed, Rent agreement or firms owned permices plot patta from local body
 - viii. Phone No., E-mail ID & Bank Account Detail (Account No. & IFSC Code) - Details written by firm
 - ix. Bidder must have submitted undertaking about to make technical changes/updates/scheme changes in the system as per the agreed time period - Annexure-2
 - x. Bidder must have submit ISO 27001 certificate about company/firm in the area of examination processing - Valid copy of certificate
 - xi. Bidder must have submit undertaking about secured server which is physically located in India to ensure security of entire database of University - Annexure-2
 - xii. Bidder must submit undertaking about no consortium & no subletting of university work at any stage - Annexure-2
 - xiii. Price charging certificate - Annexure-3
 - xiv. Terms and conditions of bid document duly seal & signed with Annexure A B C & D
3. Payment will be made on the basis of satisfactory report from concern course convener .
4. Bidders have to quote their rates in prescribed format (Part II: “Financial Bid) only.

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

**Part I : “Technical Bid” Covering
FOR
Design, develop and hosting of Online Applications**

S. No.	Particulars	Required Documents & Other required Details	Page no. of Attached Document
1	The bidder should be an individual company registered legal entity in India, under the Rajasthan Shops & Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable OR A company registered under Indian Companies Act, 1956, 2013	- Copy of valid Registration Certificates - Copy of Certificates of incorporation	
2	Tender Fee Rs. 500 (By way of a Demand Draft in favour of VMOU, Kota)	Copy of Fee Document	
4	Bid Security Deposit Rs. 13000/- (By way of a Demand Draft in favour of VMOU, Kota)	Copy of Fee Document	
5	PAN card	Certified copy of PAN Card	
6	GST Registration	Certified copy of GST registration	
7	The net worth of bidder should be positive in last 3 financial years and average turnover for last 3 financial years (2021-22, 2022-23 & 2023-24) at least Rs. 50.00 Lacs Per year.	CA Certificate with UDIN	
9	<ul style="list-style-type: none"> • Bidder must have 10 years continuous online counselling and allotment experience for State Government Universities/ Bodies in the state of Rajasthan. • Bidder must have 3 years continuous experience of merit list preparation and result processing for 3 different state government universities during the last 3 years. 	P.O. with completion/ experience Certificate to be submitted.	
10	Undertaking on Rs. 100/- non-judicial stamp about blacklisting by the state govt./centre govt. & PSU of state and centre govt. or any other procuring entity	Copy of undertaking mentioned as Annexure - 2	
11.	Proof of Head office	Copy of Lease deed, Rent agreement or firms owned permices plot patta from local body	
14.	Phone No.	Details written by firm	
15.	E-mail ID	Details written by firm	
16.	Bank Account Detail (Account No. & IFSC Code)	Details written by firm	
17.	Bidder must have submitted undertaking about to make technical changes/updates/scheme changes in the system as per the agreed time period	Annexure-2	
18.	Bidder must have submit ISO 27001 certificate about company/firm in the area of examination processing	Valid copy of certificate	
19.	Bidder must have submit undertaking about secured server which is physically located in India to ensure security of entire database of University	Annexure-2	
20.	Bidder must have submit undertaking about no consortium & no subletting of university work at any stage	Annexure-2	

Signature & Seal of the bidder

Part II: “Financial Bid”

FOR

Design, Develop and Hosting of Online Applications Vardhman Mahaveer Open University, Kota

Please read general instructions before quoting rates. Rates given must be inclusive of all taxes

S. No.	Description of work	Rate per Applicant in INR	GST in INR	Total Rate per Applicant with GST in INR
1	2	3	4	5=(3+4)
1.	To Invite & Manage Online Applications and Allotment of Seats for admission in BEd and MSc Courses for Vardhman Mahaveer Open University, Kota			
Total Cost in Words Rupees -----				

Note: Please read general instructions before quoting rates.
Rates given must be inclusive of all taxes

Signature of Tenderer with seal

AGREEMENT

An agreement made this ----- day of ----- between ----- (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the VardhmanMahaveer Open University (hereinafter called "VMOU" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved supplier has agreed with the VMOU to supply to the _____ of the State of Rajasthan at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column _____ of the said schedule.
3. And whereas the approved supplier has deposited a sum of Rs. _____ in _____. (1) Cash/Bank Draft/Challan no./Banker Cheque No./ Bank Guarantee No. _____ dated _____.
4. Now these Presents witness:
 - (i) In consideration of the payment to be made by the VMOU through _____ at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in _____ and _____ thereof in the manner set forth in the conditions of the tender and contract.
 - (ii) The conditions of the tender and contract for open tender enclosed to the E-tender notice No. _____ dated _____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
 - (iii) Letters Nos. _____ received from tenderer and letters nos. _____ issued by the Government and appended to this agreement shall also form part of this agreement.
 - (iv) (a) The Government do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the VMOU will through _____ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
5. The delivery shall be effected and completed within the period noted below from the date of supply order:-
S.No.

Items	Quantity	Delivery	Period
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6. (1) (i) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply:
 - (a) Delay upto two days period of 2½% the prescribed delivery period.
 - (b) Delay upto four days period of 5% the prescribed delivery period.
 - (c) Delay upto six days period of 7½% the prescribed delivery period.
 - (d) Delay upto eight days or more period of 10% the prescribed delivery period.

Note :

- (i) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 - (ii) The maximum amount of agreed liquidated damages shall be 10%.
 - (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hinderences, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hinderence but not after the stipulated date of completion of supply.
 - (2) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hinderences beyond the control of the tenderer.
7. The Payment Schedule will be as under:

S.No.	Stages of payment	Payment Including maintenance charges & applicable taxes (%)
1	On successful development, hosting and trial run of the module	20%
2	After receipt of complete form data of the candidates	30%
3	After successful completion of the remaining admission process	50%

8. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the VMOU and the decision of the VMOU shall be final. In witness whereof the parties hereto have set their hands on the..... day of2025

Signature of the
approved supplier
Date:

Witness No. 1 .
Witness No.2

Signature for and on behalf VMOU
Designation
Date:

Witness No.1
Witness No.2

100/- रुपये के नॉन ज्यूडिशियल स्टाम्प पर प्रस्तुत किया जावे

Declaration by the Bidder

I, the Director(s) of M/s.....hereby declare that our Firm/
Company namely M/s

- 1.) Has not been blacklisted or debarred in the past by any Government Undertaking Organization and Central/ State Govt. Department or any other Government organization from taking part in Government tenders.
- 2.) Shall neither enter into a consortium arrangement nor sub-let any work related to the tender.
- 3.) Shall make changes/ updations in the system as per the agreed time period.
- 4.) Shall ensure that the database of the University is hosted in a secure server physically located in India.
- 5.) Shall ensure to accept all the terms & conditions mentioned in the tender document.
- 6.) Is not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- 7.) Not have our directors and officers been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment or black listing proceedings;
- 8.) Not have a conflict of interest in the procurement in question as specified in the bidding document.
- 9.) Comply with the code of integrity as specified in the bidding document.
- 10.) Declare that no CVC / Vigilance/ CBI enquiry is pending.

In case any of the above information is found false I/ We are fully aware that the tender/ contract will be rejected/ cancelled by the University, the EMD/ SD shall be forfeited and action may be taken as per the RTPP Rules, 2013.

In Addition to the above the University will stop the process of payment of all bills immediately and shall not be responsible to pay the bills for any completed/ partially completed work.

Date :
Place :

Signature of bidder:
Name :
Designation:
Address :

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**

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:

seal

Signature of the Bidder with

Annexure -B

Declaration by the Bidder regarding qualifications

In relation to my/our Bid submitted to Comptroller VMOU, KOTA, Kota for procurement of **“To Invite & Manage Online Applications and Allotment of Seats for admission in Bed and MSc Courses for Vardhman Mahaveer Open University, Kota”** in response to their Notice Inviting Bid No. 45/2024-2025 Dated 16.01.2025 . 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:
seal

Signature of the Bidder with

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 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:
seal

Signature of the Bidder with

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