



VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA

Office of Comptroller Rawatbhata Road, Kota-324021 Rajasthan

(Website- vmou.ac.in)

No/VMOU/S&P/2024-25/50

Date:17.02.2025

"BID INVITING NOTICE"

Vardhman Mahaveer Open University, Kota invites Sealed Bids under Rajasthan Transparency in Public Procurement Act, 2012 & Rules, 2013 for "ARC for Providing onsite ICT support Technical Services" from registered bidders under appropriate category fulfilling eligibility criteria prescribed in Eligibility bid under single stage two part bidding system as described in the bid documents as appended below :-

Name of Work/ services	Scope of work	Estimated cost	Bid Security Rs.	Bid fee	Date of Downloading BID documents	Last Date of Submission of BID	Date of Opening of BID	Validity Period
ARC for Providing onsite ICT support Technical Services	a. Computer Hardware, Printer, MFP, network & Software Trouble shooting b. Installing and Configuration Operating Systems and application c. Monitoring and Maintaining Computer Network d. Basis MS office Troubleshooting	Rs. 3.90 lakh	Rs. 7800/-	500/-	21.02.2025	27.02.2025 Till 3:30 PM	28.02.2025 At 3:00 PM	90 days

Instructions to Bidders:-

1. The Detail Scope of Work as well as terms and conditions for **ARC for Providing onsite ICT support Technical Services** have been given in the BID document which may be downloaded from www.sppp.raj.gov.in the university website www.vmou.ac.in.
2. The Interested bidders may submit their bids at office of comptroller VMOU Kota, Room No.114 in a sealed envelop containing separate envelopes of Eligibility criteria performa (Envelop –I) which contain along with separate Demand Drafts drawn in favour of "Vardhman Mahaveer Open University" payable at Kota towards the cost of Bid Fee Rs. 500/- (non-refundable) and bidder submit bid security amount Rs. 7800/-(refundable/adjustable) and **price bid** (Envelope –II) therein superscribing on the big envelop "**ARC for Providing onsite ICT support Technical Services**".
3. In the event of the specified dates being a holiday, the activities assigned on that date may be carried out on next working day on the same time.
4. Vardhman Mahaveer Open University, Kota is not bound to accept the lowest Bid and may reject any Bid or any part of the Bid without assigning any reason therefore.
5. The Bidders shall be enclosed copy of GST Registration And PAN with the BID.
6. Period of Annual Rate Contract is one year from the date of issuing of work order. However, ARC contract period may be extended for further 3 months with mutual consent on same rates and terms/conditions as per rules.
7. In case of corrigendum is issued, the same shall be published on the above said website only.
8. Conditional Tender will not be accepted .
9. Bids received after the prescribed time and date will not be considered.
10. Bidder or their Authorized representative may attend the opening of the tender.
11. **Technical requirement** - B.Tech/BE/MCA/MSc (IT/CS) with specialization in Computers/Electronics/IT with 3 Years Experience in IT Support & Troubleshooting.
12. The Bidder must submit terms & condition as well as annexure A,B,C and D (duly signed) with the BID.
13. **The Price bid shall contain Rates quoted by the bidder in prescribed format as enclosed herewith.**

- Sd -
OIC (P&S)

From:

M/s.....

.....

.....

To

Comptroller

Vardhman Mahaveer Open University

Kota-324021

Subject :- ARC for Providing onsite ICT support Technical Services

Reference: Your tender Notification No.

Date:-----

Sir,

With reference to the above we have read and understood the terms and conditions of Tender Documents and agree to accept the same. We hereby sign & seal on every page of the document .

Necessary documents with self attestation are enclosed for ready reference.

Your sincerely
Bidder 's Seal & Signature

VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA

Rawathbhata Road, Kota -324021

पात्रता मानदण्ड हेतु वांछित सूचना/प्रपत्र

(ARC for Providing onsite ICT support Technical Services)

NIB No. 50/2024-25

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

1.	Name and address of the bidder Email ID..... Mobile No.....
2.	The Bid fee amounting to Rs 500/- has been submitted vide Demand Draft Number..... Dated.....in favour of Vardhman Mahaveer Open University, Kota payable at Kota.	
3.	The Bid Security amounting 2% of Tender Value is Rs 7800/- has been submitted vide Demand Draft Number..... Dated.....in favour of Vardhman Mahaveer Open University, Kota payable at Kota.	
4.	फर्म के लेटर पेड पर निविदा दाता को किसी भी राजकीय/अर्धशासकीय/स्वायत्तशासी संस्था द्वारा ब्लैक लिस्ट नहीं किये जाने का स्वहस्ताक्षरित घोषणापत्र।	
5.	वस्तु एवं सेवा कर (जी.एस.टी) के पंजीकरण की प्रति	
6.	आय कर (पैन नम्बर) की प्रति	
7.	Annexure A, B, C & D as prescribed in Rajasthan Transparency in Public Procurement Rules, 2013 duly signed is also enclosed. (Page No. 11 to 15)	
8.	Terms and conditions duly signed by the bidder. (Page No. 5 to 10)	
9.	Hardware Support Engineer की शैक्षणिक योग्यता: Technical requirement i. B.Tech/BE/MCA/MSc (IT/CS) with specialization in Computers/Electronics/IT with 3 Years Experience in IT Support & Troubleshooting ii. BCA/B.Tech/B.E./MSc(CS)/MSc(IT) preferably with 1 year working experience.	
10.	कार्य की प्रकृति के अनुसार फर्म द्वारा लेटर हेड पर फर्म के तकनीकी कार्मिको का नाम मय शैक्षणिक योग्यता की सूची संलग्न करनी होगी।	
11.	Price Charging Certificate (Page No. 17)	

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

Date:.....

Place:.....

Signature of the bidder with

Seal

VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA
Office of Comptroller Rawatbhata Road, Kota-324021 Rajasthan
(Website- vmou.ac.in)

Price Bid
(ARC for Providing onsite ICT support Technical Services)

1. NIB No:- 50/2024-25 Date:- 17.02.2025
2. Name of Bidder and Address: -

Description of Work (Broad Scope of work)	No. of Person Required for Technical Service	Rate per month per person in Rs. (without GST)	GST per month per person in Rs.	Rate per month per person in Rs. (Including GST)	Total Amount Per Month in Rs. (Including GST)
a. Computer Hardware, Printer, MFP, Network & Software Trouble shooting	1 (As per Technical requirement 9.i)				
b. Installing and Configuration Operating Systems and Application	1 (As per Technical requirement 9.ii)				
c. Monitoring and Maintaining Computer Network					
d. Basic MS office Troubleshooting					
Total per month					

Enclosures:-

1. **Contract Period:-** One year from the date of issue of work order which may be further extendable as per RTPP Rules 2013 with mutual consent on the same rates as well as terms and conditions of contract agreement.

Date:.....

Place:.....

Signature of the bidder with Seal



Special Terms and conditions:-

1. The sealed envelope should be addressed to Office of the Comptroller, Vardhman Mahaveer Open University, Kota.
2. The tender should be sent in a big envelope titled “**ARC for Providing of onsite ICT support technical services**”.
3. The duty timings will be as per office timings.
4. The university will pay the successful bidder/firm on the basis of monthly fixed amount charged one time in a month . No extra amount will be paid by the university.
5. If the support services are not provided by the service provider than Rs. 500/- per day will be deducted from the bill of the firm.
6. The firm/bidder has to provide the services on holidays also and even before and after the office time as and when required. No extra payment will be given for that.
7. Please peruse the working conditions and work place before quoting the rates. Rates one quoted will not be allowed to change thereafter.
8. **The technician provided for the service must have Experience and capability as mentioned in the price bid.**
9. The work is to be executed as per instructions /under supervision of Director/OIC,IT & EMPC and the monthly bill will be verified by Director/OIC,IT & EMPC only.
10. During the services, the university will not be liable for any incident/ damage/accident of the technician/attendant.
11. The contract will be cancelled if not found work satisfactory without any prior notice and necessary action will be taken against the service provider /contractor as per terms and conditions of the bid and contract.
12. The required tools/equipments etc. will be provided by the contractor himself.

DECLARATION

I/ We hereby declare that, I/We have read all the general and special terms and conditions quoted above and agree to be abiding by them.

Date

Place

Signature of bidder with name and seal

“ARC for Providing onsite ICT support Technical Services”

जीएसटी में पंजीकृत बोलीदाताओं से पूर्वोक्त कार्य हेतु वार्षिक दर संविदा के आधार पर सेवाओं के उपापन हेतु सीलबंद निविदाएँ आमंत्रित की जाती हैं। बोलीदाता निविदा सूचना में नियत समय एवं अंतिम तिथि तक अपने प्रस्ताव पात्रता मानदण्ड एवं वित्तीय निविदा पृथक पृथक लिफाफों में सीलबंद कर एक बड़े लिफाफे में मोहर बंद करते हुये अपनी निविदाएँ विश्वविद्यालय को बोली शुल्क सहित प्रस्तुत कर सकते हैं। संबंधित लिफाफों पर उक्तानुसार वांछित शीर्षक का उल्लेख करना होगा।

01. बोली शुल्क राशि हेतु रूपये 500/- एवं बोली प्रतिभूति राशि हेतु रूपये 7800/- का डिमाण्ड ड्राफ्ट **वर्धमान महावीर खुला विश्वविद्यालय कोटा के नाम से कोटा** में देय होगा। उक्त डिमाण्ड ड्राफ्ट जमा कराये जाने पर ही निविदा/बोली मान्य होगी।
02. **वार्षिक दर संविदा अवधि** :- उक्त कार्य वार्षिक दर संविदा के आधार पर कराया जायेगा। दर संविदा अवधि करार सम्पादन तिथि से 1 वर्ष होगी जिसे RTPP नियम 2013 में उल्लेखित प्रावधानों के अनुसार आपसी सहमति से इन्ही शर्तों एवं दरों के अनुसार बढ़ाया जा सकेगा।
03. पात्रता मानदण्ड में योग्य पाये जाने पर ही संबंधित फर्म की वित्तीय निविदा खोली जावेगी। वित्तीय निविदा खोलने की तिथि पृथक से संवेदक द्वारा पात्रता मानदण्ड में दिये गये ईमेल पर दी जावेगी।
04. **कार्यसम्पादन प्रतिभूति** :- सफल बोलीदाता को निविदा स्वीकृति सूचना पत्र के जारी होने के 10 दिवस के भीतर निविदा मूल्य के 5 प्रतिशत (यह दर राज्य सरकार के निर्देशानुसार कार्यादेश के समय प्रचलित दर अनुसार घटाई/बढाई जा सकेगी।) की दर से कार्य सम्पादन प्रतिभूति की नियमानुसार राशि का **डिमाण्ड ड्राफ्ट वर्धमान महावीर खुला विश्वविद्यालय कोटा के नाम से कोटा** में देय एवं रु. 500/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर निर्धारित प्रारूप (एस आर 17) में अनुबन्ध किये जाने के उपरान्त कार्यादेश जारी किया जा सकेगा। निर्धारित अवधि पश्चात् दूसरे न्यूनतम बोली दाता को मौका दिया जायेगा।
05. सफल बोलीदाता को प्रतिदिन कार्यालय समय अथवा कार्यालय समय के बाद एवं अवकाश के दिनों में भी आवश्यकता अनुसार अपनी सेवायें जारी रखनी होगी।
06. **भुगतान प्रक्रिया** :- संवेदक द्वारा प्रतिमाह बिल, प्रभारी EMPC को प्रस्तुत करना होगा, प्रभारी EMPC द्वारा संतोषप्रद रूप से कार्य सम्पन्न किये जाने के सत्यापन उपरान्त बिल का भुगतान किया जावेगा। तथा वसूलियां यदि कोई हो तो उन्हें प्रभारित किया जावेगा। संवेदक को बिल माह समाप्ति पर अगले माह के पहले सप्ताह में विभाग में प्रस्तुत करना होगा।
07. टी.डी.एस.नियमानुसार प्रतिमाह के बिल से काटा जावेगा। जी. एस. टी. एवं अन्य कोई करों की संविदा अवधि में परिवर्तित दरें मान्य होगी।

08. किसी भी निविदा को पूर्ण एवं आंशिक रूप से स्वीकार/अस्वीकार करने का अधिकार विश्वविद्यालय के पास होगा।
09. यदि इस निविदा में किसी भी प्रकार का संशोधन किया जाता है तो वह वेबसाइट www.vmou.ac.in पर प्रकाशित किया जावेगा।
10. कार्मिक के कार्य सम्पादन अवधि के दौरान कार्य के संबंध/संदर्भ में किसी भी प्रकार की दुर्घटना होने पर क्षतिपूर्ति या मुआवजा देने/ई.एस.आई. करवाने/सामूहिक दुर्घटना बीमा कराने इत्यादि की जिम्मेदारी एवं दायित्व संवेदक का होगा। इसके लिये विश्वविद्यालय की कोई जिम्मेदारी नहीं होगी।
11. अन्य शर्तें राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 एवं नियम 2013 के अनुसार मान्य होंगी।
12. फर्म को स्व: हस्ताक्षरित इस आशय का घोषणा पत्र संलग्न करना आवश्यक होगा कि किसी भी राजकीय/अर्द्ध शासकीय/स्वायत्तशाषी संस्था द्वारा उसे ब्लेक लिस्ट नहीं किया गया है।
13. समस्त विवादों का न्यायिक क्षेत्र कोटा होगा।

मेरे द्वारा उपरोक्त निर्देशों एवं शर्तों का अध्ययन कर लिया गया है और हस्ताक्षर कर मैं अपनी सहमति प्रदान करता हूँ।

हस्ताक्षर मय सील
(संवेदक)

नाम :-

स्थान :-

दिनांक :-

Condition of Bid & contact

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 Firm/Agency. 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. **Validity:** - Tender shall be valid for a period of three months from the date of opening bid.
5. The Contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
6. (i) **Contract Period:-** One year from the date of issue of work order which may be further extendable as per RTPP Rule 2013 with mutual consent on the same rates as well as terms and conditions of contract agreement.
(ii) **Bid Security:-** The Bid Security amounting 2% of Tender Value is Rs 7800/- has been submitted vide Demand Draft in favour of Vardhman Mahaveer Open University, Kota payable at Kota.
7. **Agreement and Performance Security:-**
 - a. Successful bidder will have to execute an agreement in the Form SR-17 and deposit Performance security equal to 5% of the value of the Bids for which tenders are accepted within 15 days from the date of dispatch on which the acceptance of the tender is communicated to him.
 - b. No interest will be paid by the University on the Security money.
 - c. 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, 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.
 - (d) Bank guarantee issued by any of scheduled bank.
 - d. The security money shall be refunded after the final supply of the man power services .
8. (i) Firms Registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration in original from the Director of Industries or a Photostat copy or a copy thereof duly attested by any Gazetted 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.
9. **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 man power services satisfactorily.
 - c. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the University in this regard shall be final.
10. 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.
11. **Insurance:-**
- a. The contractor shall arrange for insurance for the damage /loss regarding services to be provided to the university in the contract period if required. The university will not be liable for any payment towards insurance or damage/loss caused during the contract period.
12. **Payments:-** Unless otherwise agreed between the parties, payment for the Services will be made on montly basis on verification of the bills of the contractor by the Incharge EMPC.
13. **Liquidated Damages:-** If the support services are not provided by the service provider than Rs. 500/- per day will be deducted from the bill of the firm.
14. **Risk & Cost clause:-**
The competent authority of VMOU, KOTA without prejudice to his right against the approved supplies in respect of any delay or inferior performance of otherwise or claims for delay in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of the contract or otherwise, by notice in writing absolutely determined the contract in any of the cases.
- i. A notice in writing to rectify, or otherwise that the work being performed is inefficient or otherwise implemented in improper manner, shall omit to comply with the requirement of such notice within a period of 07 days or for prescribed time, thereafter of if the supplier shall delay or suspended the execution of the work so that either in the judgment of the competent authority, he will be unable to perform the work by the satisfaction of VMOU, KOTA or has already failed to complete the work by the time.
 - ii. If the supplier commits breach of the terms & conditions the contract.
 - iii. When the supplier has made himself liable for action under any of the cases aforesaid , the competent authority, shall exercise power:-
 - a. To determine or rescind the contract, as aforesaid, upon such determination or rescission, the bid security, performance security shall be liable to be forfeited and shall be absolutely at the disposal of VMOU, KOTA.
 - b. To get the work done through other service provider and in such case any expenses which may be incurred in excess, of the sum which would have been paid to the original SP, if the whole work had been executed by him of the amount of which excess, the decision of the COE/VMOU, KOTA shall be final and conclusive and shall be borne and paid by the original SP that may be deducted from any money due to him by the VMOU, KOTA or from has bid security, performance security. However the original SP shall have no claim to compensation for any loss sustained by him or reason for having purchased or procured any material, equipments or entered into any engagements or made advances on account of execution/performance of contract.
15. **Recoveries:** - will be made against LD from the montly bills produced by the contractor. In case recovery is not possible recourse will be taken under Rajasthan PDR act or any other law in force.
16. If a bidder imposes conditions, which is in addition to or in conflit with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Comptroller .
17. The University reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons .
18. 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) Registration issued by Registrar of Companies in case of company.

19. 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.
20. **All other/remaining general terms & conditions shall be applicable as laid down in Rajasthan transparency in public procurement Act 2012 and rules 2013.**

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

Date:

Place:

Signature & Seal of the bidder

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 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. 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 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 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
- h. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge /consultant for the contract.

Place:

Date:

Signature of the Bidder with seal

Annexure –B
Declaration by the Bidder regarding qualifications

In relation to my/our Bid submitted to Comptroller VMOU, KOTA, Kota for procurement of “**ARC for Providing of onsite ICT support technical services**” in response to their Notice Inviting Bid No. 50 Dated 17.02.2025 . 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 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

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:

- a. 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;
- b. 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
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount in figures shall prevail subject to a and b 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 seal

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

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**