



# VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA

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

No/VMOU/S&P/2024-25/53

Date: 17.02.2025

## NOTICE INVITING BID

Vardhman Mahaveer Open University, Kota invites sealed bids from the respective OEM/authorized dealers/firms etc under Rajasthan Transparency in Public Procurement Act, 2012 & Rules, 2013 for “**ARC for Procurement of Bulk SMS**” 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 :-

| NIB No.    | Name of work                    | Estimated Cost Rs. | BID Security Rs. | BID Form Fee Rs. | Date of Downloading BID documents | Last Date of Submission of BID | Date of Opening of BID   | Validity Period |
|------------|---------------------------------|--------------------|------------------|------------------|-----------------------------------|--------------------------------|--------------------------|-----------------|
| 53/2024-25 | ARC for Procurement of Bulk SMS | 4.50 Lakh          | 9000/-           | 500/-            | 21.02.2025                        | 04.03.2025<br>Till 2:00 PM     | 05.03.2025<br>At 3:00 PM | 90 days         |

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

- The detailed scope of work as well as terms and conditions for “**ARC for Procurement of Bulk SMS**” have been given in the BID documents which may be downloaded from [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) or University website [www.vmou.ac.in](http://www.vmou.ac.in).
- The Interested bidders may submit their bids at office of comptroller VMOU Kota, Room No.114 in Big Sealed Envelopes superscribing on “**ARC for Procurement of Bulk SMS**” which Contains Two Separate envelopes :-
  - Envelop –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 Rs. 9000/-** .
  - Envelope –II** contain **Price Bid Only** .
- Price bids shall be opened of the responsive bidders only who are found responsive in Eligibility criteria and the responsive bidders shall be intimated for opening of price bids separately by his personal mail/University website [www.vmou.ac.in](http://www.vmou.ac.in) as provided by the bidder in the Eligibility criteria.
- Tender Documents contain the following:-**
  - DD against BID fee,&BID Security . Rs. 9000/-.
  - Copy of GST Registration and PAN shall be enclosed with the BID.
  - The bidder must submit terms and conditions as well as annexure A,B,C and D (duly signed) with the BID.
- The Price bid shall contain Rates quoted by the bidder in prescribed format as enclosed herewith.**
- Complete bids are to be submitted in the office of the Comptroller, VMOU Rawatbhata road Kota-324021 by post / by hand in sealed envelopes on or before last date & time of tender submission.
- Signed Copy of GST Registration and PAN shall be enclosed with the BID documents.
- 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.
- Bids received after the prescribed time and date will not be considered.
- Validity: - 90 days from the opening of Bid.
- In case of any query, the undersigned may be contacted at Mob. No. 9414036050 or e-mail at [empc@vmou.ac.in](mailto:empc@vmou.ac.in).
- Corrigendum if any will be published on university website [www.vmou.ac.in](http://www.vmou.ac.in) .
- Conditional tender will not be accepted .
- Period of Annual Rate Contract is One Year from the date of signing of MOU . However, ARC Contract period may be extended as per RTPP Rule 2013.
- The bidder should have provided BULK SMS services for the same work in any of other organization for providing 10.00 lac SMS in a single work order or 5.00 lac SMS or more in two works within last Three years.

- Sd -  
OIC (P&S)

**VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA****Rawathbhata Road, Kota -324021****पात्रता मानदण्ड हेतु वांछित सूचना/प्रपत्र****(ARC for Procurement of Bulk SMS)****NIB No. 53/2024-25**

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

|     |   |  |
|-----|---|--|
| 1.  | Name and address of the bidder  | .....<br>.....<br>.....<br>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 9000/- has been submitted vide Demand Draft Number..... Dated.....in favour of Vardhman Mahaveer Open University, Kota payable at Kota.                       |  |
| 4.  | फर्म के लेटर पेड पर निविदा दाता को किसी भी राजकीय/अर्धशासकीय/स्वायत्तशासी संस्था द्वारा ब्लैक लिस्ट नहीं किये जाने का स्वहस्ताक्षरित घोषणापत्र।   |  |
| 5.  | Copy of GST Registration & PAN Card   |  |
| 6.  | The bidder should have provided BULK SMS services for the same work in any of other organization for providing 10.00 lac SMS in a single work order or 5.00 lac SMS or more in two works within last Three years. |  |
| 7.  | Annexure A, B, C & D as prescribed in Rajasthan Transparency in Public Procurement Rules, 2013 duly signed is also enclosed. (Page No. 7 to 10)   |  |
| 8.  | Bid Document, Terms and conditions duly signed by the bidder. (Page No. 4 to 6)   |  |
| 9.  | Price Charging Certificate (Page No. 12)  |  |
| 10. | The Bidder must be an Indian Company / LLP / Partnership firm registered under applicable Act in India.   |  |
| 11. | The Bidder must have an average turnover of minimum Rs. 20 lakh during last three Financial years i.e. (2020-21, 2021-22, 2022-23/2023-24)  |  |
| 12. | Bidder should have experience of minimum 05 years in providing the Similar Services.  |  |
| 13. | The Bidder must have provided similar services in at-least three educational institutions. – supporting documents Copy of valid agreement / PO/ Work Orders/ Completion Certificate.                              |  |

***All above required documents are attached herewith duly signed by me and are true.***Date:.....  
Place:.....Signature of the bidder with  
Seal



**VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA**  
**Rawatbhata Road, Kota -324021**

Central Store and Purchase Cell

**Price Bid**

**( “ARC for Procurement of Bulk SMS” )**

- |                         |                                |
|-------------------------|--------------------------------|
| 1. NIB No and Date      | :- 53/2024-25 dated 17.02.2025 |
| 2. Name of Bidder       | :-                             |
| 3. Full Address         | :-                             |
| 4. Contact No.          | :-                             |
| 5. Email Address        | :-                             |
| 6. GST Registration No. | :-                             |
| 7. PAN No.              | :-                             |
| 8. Work Description     | :-                             |

| Specifications   | Rate (Per SMS ) in Rs.<br>( To be filled by the Bidder) |                                   |     |                                   |
|--|---|-----------------------------------|-----|-----------------------------------|
|  | Estimated Quantity                                      | Rate (Per SMS)<br>(Excluding GST) | GST | Rate (Per SMS)<br>(Including GST) |
| Bulk Transactional SMS with SENDERID (VMOURJ) open route (as per TRAI Rules)<br>HTTP/HTTPS & XML API<br>Unicode Support<br>Web interface with facility to create Dynamic SMS from Excel<br>MIS Availability. | 70 Lakh   |                                   |     |                                   |

Note :

- 1- Payment will be made against the successfully delivered count of the SMS as per provided portal access report.

Date:

Place:

Signature of the Bidder with seal

# **VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA**

**Rawathbhata Road, Kota -324021**

## **CONDITION OF BID & CONTRACT**

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

1. Sealed tenders are invited from established and reliable major suppliers/authorized agents for ARC for Procurement of Bulk SMS as per the specification of tender documents. The tender form may be downloaded by the bidder from the website of [www.vmou.ac.in](http://www.vmou.ac.in) and [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in). The tender complete in all respect should be addressed to office of Comptroller, VMOU Kota. So as to reach on or before the last date & time.
2. Submission of tender will contain two envelopes one (A) for tender documents with DD of bid security, tender fee, and signed copy of PAN & GST registration. (B) contain price bid only. Both the envelopes will be kept in a big envelope which will be sealed and marked as “ARC for Procurement of Bulk SMS”.
3. **Bid Security:-**
  - a. Rs. 9000/- for Bid fee (refundable) in favour of Vardhman Mahaveer Open University, Kota.
  - b. Partial exemption from B.S.:- Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer from the Director of Industries Rajasthan, at the rate of 0.5% of the estimated value of the tender shown in NIT.
  - c. The Central Government and Government of Rajasthan undertakings need not furnish any amount of earnest money/B.S..
  - d. The earnest money/security deposit lying with the Department/office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/security money for the fresh tenders. The earnest money may however, be taken into consideration in case tenders are re-invited.
4. **Forfeiture of B.S.:-** The B.S. will be forfeited in the following cases:
  - (a) When bidder withdraws or modifies the offer after opening of tender but before acceptance of tender.
  - (b) When bidder does not execute the agreement if any, prescribed within the specified time.
  - (c) When the bidder does not deposit the security money after the supply order is given.
  - (d) When he fails to commence the supply of the items as per supply order within the time prescribed.
5. **Agreement and Performance Security :-**
  - (a) Successful bidder will have to execute an agreement on Rs. 500/- Non Judicial Stamp in the Form SR-17 and deposit Performance security equal to 5% of the value of the stores 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) The BID security deposited at the time of tender will be adjusted towards security amount. The Security amount shall in no case be less than BID security.
  - (c) No interest will be paid by the university on the security money.
  - (d) The form of Security Money shall be as below:
    - a. 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.
      - a. Central Government and Government of Rajasthan Undertaking will be exempted from furnishing security amount.
6. **Forfeiture of Performance Security:-** Security amount in full or part may be forfeited in the following cases:
  - a. When any terms and conditions of the contract is breached.
  - b. When the bidder fails to make complete supply satisfactorily.
  - c. Notice of reasonable time will be given in case of forfeiture of security deposit.
7. The decision of the purchase officer in this regard shall be final. 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.
8. The University reserves in itself the right to increase or decrease the quantity to be procured.
9. The price shall be written both in words in figures. If there is a discrepancy between the price information quoted in words and figures, the price information quoted in words shall prevail.

10. The offer shall be kept valid for acceptance for a period of 90 days from the date of opening the bid.

**11. Payments:-**

- (i) Payment shall be made on the verification of the SMS quantity credited in the SMS panel and testing by the officer incharge EMPC.

**12. Recoveries: -**

Recoveries of supply breakage, shall ordinary be made from bills. Amount may also be withheld to the extent of short supply.

13. If a bidder imposes conditions, which is in addition to or in conflict 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, VMOU Kota.
14. The university reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons.
15. The bidder shall furnish the following document at the time of execution of agreement:-
- Attested copy of partnership deed in case of partnership firms.
  - Registration number and year registration in case partnership firm is registered with Registrar of firms.
  - Address of residence and office, telephone numbers in case of sole proprietorship.
  - Registration issued by Registrar of Companies in case of company.
16. If any dispute, arise out of the contract with regard to the interpretation meaning and branch of the terms of the contract, the matter shall be referred to by the parties to the Head of the University (HVC) who will appoints his senior most officer as the sole Arbitrator of the dispute who will not be related to his contract and whose decision shall be final.
17. All legal proceeding , if necessary arise to institute may by any of the parties (VMOU, Kota or Contractor) shall have to be lodged in courts situated in Kota, Rajasthan and not elsewhere.
18. 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).
19. Bidder should submit their Authorization letter for attending the meeting.
20. The bid and contract shall be governed by the Rajasthan transparency in public procurement Act 2012 rules 2013.
21. In the event of inconsistency found between these terms and conditions and provisions as laid down in the decision of the Honer'able VC will be final.
22. All the pages/documents of the tender should self attested & bear the date signature of the bidder. All the entries by the bidder should be in one ink & legibly written. Any over-writing corrections & cutting should bear date initials of the bidder. Corrections should be made by writing again instead to shaping over writing.
23. Additional attachment regarding item should be provided by the bidder.
24. The supplier firm will submit two copies of the bill along with official purchase order.
25. In case, documents/undertaking submitted by the bidder is found false later on, the concerned bidder shall be wholly responsible for all the consequences arising out of them.
26. Income tax and other taxes will be deducted from the bills as per Govt. rules.
27. All taxes duties and charges should be in corporate in quoted rate.
28. Conditional offers having conditions other than those specified herein shall not be considered and will be treated as invalid.
29. Tender shall be submitted in prescribed form only and completed in all respects. Incomplete tender will be rejected.
30. Vender will ensure the undelivered quantity credit every months basis in the University SMS panel and report will be send through Email to University officials every month regarding the credit quantity in the SMS panel. Certificate of this assurance and compliance will be attached with tender.
31. The bidder must submit terms and conditions as well as annexure A,B,C and D (duly signed) with the BID.
32. However, if the tender might not be opened on the date of opening/receiving of the tenders, the same shall be shifted on the next working day with same time and place.
33. Bidder should submit self attested copy of registration of firm and PAN card of firms/proprietor/all partner/company with tender documents.
34. Bidder should submit their Authorization letter.
35. If Bid submitted with any terms and conditions other than mentioned in the tender document shall be rejected.
36. Judicial Jurisdiction of all the disputes will be Kota only.
37. The designation and the address of the first appellate authority is Hon'ble V.C. VMOU, Kota & Second appellate authority is Principal 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.

Bidder 's Seal & Signature

**VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA**

**Rawathbhata Road, Kota -324021**

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

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

1. The Bidder must be an Indian Company / LLP / Partnership firm registered under applicable Act in India.
2. The Bidder must have an average turnover of minimum Rs. 20 lakh during last three Financial years i.e. (2020-21, 2021-22, 2022-23/2023-24).
3. Bidder should have experience of minimum 05 years in providing the Similar Services.
4. The Bidder must have provided similar services in at-least three educational institutions. – supporting documents Copy of valid agreement / PO/ Work Orders/ Completion Certificate.
5. The Bidder must have valid GST, PAN, EPF & ESIC.
6. The Bidder must submit the undertaking for Non-blacklisting by any Govt./ PSU/ State or Central Government or their agencies/departments on the date of submission of bid for this RFP.

**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

**Compliance with the code of integrity and no conflict of interest**

1. Any person participating in a procurement process shall-
  - a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
  - b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
  - c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness, and progress of the procurement process.
  - d) Not misuse any information shared between the procuring entity and the Bidders with an intent to gain unfair advantage in the procurement process.
  - e) Not indulge in any correction including impairing or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.
  - f) Not obstruct any investigation or audit of a procurement process.
  - g) Disclose conflict of interest, if any, and
  - h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest:-**

The Bidder participating in a bidding process must have a conflict of interest.

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

2. A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to;
  - a. Have Controlling partners/shareholders in common; or
  - b. Receive or have received any direct or indirect subsidy from any of them; or
  - c. Have the same legal representative for purpose of the bid; or
  - d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision of the procuring entity the bidding process; or
  - e. The Bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all Bids in which the Bidder is involved. However this does not limit the inclusion of the same subcontractor , not otherwise participating as Bidder, in more than one Bid; or
  - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the goods, works or service that are the subject of the Bid; or
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge /consultant for the contract.

Place:

Date:

Signature of the Bidder with seal

**Annexure -B**

**Declaration by the Bidder regarding qualifications**

In relation to my/our Bid submitted to Comptroller VMOU, KOTA, Kota for procurement of “**ARC for Procurement of Bulk SMS**” in response to their Notice Inviting Bid No. 53/2024-2025 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 of it within thirty days from the date of the appeal.

3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidder Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the first Appellate Authority, as the case may be.

#### 4. **Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of Procurement
- (b) Provisions limiting participating of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process ;
- (e) Applicability of the provisions of confidentiality

#### 5. **Form of appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payments of fee.
- (c) Every appeal may be presented to first Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

#### 6. **Fee for Filing Appeal**

- (a) Fee for first appeal shall be two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

#### 7. **Procedure for disposal of appeal**

- a. The first Appellate Authority or Second Appellate, as the case may be upon filing of appeal, shall issued notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b. On the date of fix hearing, the First Appellate Authority or second Appellate Authority , as the case may be shall,-
  - (i) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents , relevant records or copies thereof relating the matter.
- c. After hearing the parties , perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d. The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Date:

Place:

Signature of the Bidder with seal

## Annexure-D

### Additional conditions of contract

#### 1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, that Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and 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 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**

## CHECK - LIST

1. Please check that you have submitted the tender fee earnest money at the office of Comptroller VMOU Kota.
2. Please check whether you have studied the details terms & conditions.
3. Please check that the tender documents have been signed by bidder.
4. Please check the delivery period correctly and precisely.
5. Please check the eligibilities criteria for the tender.

Date:

Place:

Signature of the Bidder with seal