



VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA

Rawathbhata Road, Kota -324021
(MP&D Department)

No. 49/2024-25

Date :- 10/02/2025

NIB No. 49/2024-25

Vardhman Mahaveer Open University, Kota invites sealed bids under Rajasthan Transparency in Public Procurement Act, 2012 & Rules, 2013 for following works 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 :-

Sr. No.	Name of work	Scope of Work	Estimated Cost Rs.	Bid Security Rs.	BID fee Rs.	Date of Availability of BID Document on SPPP	Last Date & time of Submission of BID	Date & time of Opening of BID	Contact Period
1.	Open tender for preparing and packing of book packets in MP&D department in University campus	Preparation of Envelope (Pasting of students address tag and Bar code which is to be covered by cello tape) Collection of books from store, making set of books, filling of books in the Envelope, packing by the machine and loading of book Packets in vehicle.	05.00 Lacs	Rs. 10000/-	500/-	10/02/2025	22/02/2025 up to 05:00 PM	24/02/2025 At 11:30 AM	1 Year

Instructions to Bidders:-

1. The detailed scope of work as well as terms and conditions for **Open tender for preparing and packing of book packets** have been given in the BID documents which may be downloaded from www.sppp.rajasthan.gov.in or website www.vmou.ac.in.
2. *The interested bidder may submit their bid in sealed big envelope super scribbling "Open tender for preparing and packing of book packets". This big envelope will contain two separate envelope. One for eligibility documents with DD of cost of bid & DD of Bid security. Other second envelope will contain only financial bid (Price Bid) both will be sealed and marked.*
3. *The bid will be submitted to the office of Director MP&D VMOU Rawatbhata Road before scheduled date & time. After that bid will not be accepted.*

4. 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 as provided by the bidder in the Eligibility criteria.
5. 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.
6. VMOU, 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.
7. Bids received after the prescribed time and date will not be considered.
8. Validity: - 90 days from the opening of bid.
9. In case of any query, the undersigned (Procurement Entity) may be contacted at Mob. no. 8112231749 or e-mail at mpd@vmou.ac.in
10. Corrigendum if any, will be published on the same websites only.
11. Conditional bids are not accepted.
12. Bidder will have to follow Labour Act. & their provisions if applicable.
13. Other Rules and regulations will be of RTPP Act. 2012 & Rule 2013, GF&AR and departmental rules and regulations will be followed by bidder.

Director (MP&D)

VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA

Rawathbhata Road, Kota -324021

पात्रता मानदण्ड हेतु वांछित सूचना/प्रपत्र

(Open tender for preparing and packing of book packets)

NIB No. 49/2024-25

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 to Rs. 10,000/- has been submitted vide Demand Draft No. dated In favour of Vardhman Mahveer Open University, Kota payable at Kota.
4.	वित्त विभाग के परिपत्र क्रमांक एफ.2(1) / एफ.डी./ एस.पी.एफ.सी/2017 दिनांक 14.11.2018 के अनुसार फर्म यदि राजस्थान श्रमिक अनु. अधि. एवं श्रमिक अनुबंध नियम 1970/संशोधन अधि. 2014 तथा कर्मचारी भविष्य निधि अधिनियम 1952 के अद्यतन प्रावधानों के अन्तर्गत पंजीकरण करवाना आवश्यक है अथवा निविदादाता उक्त अधिनियमों में पंजीकृत है तो पंजीकरण प्रमाण पत्र आवश्यक रूप से संलग्न करें। यदि नियमों के अन्तर्गत बोलीदाता पंजीकरण बाध्यता सीमा में नहीं है तो फर्म के लेटर हेड पर निविदा दस्तावेजों में अनुलग्नक ई के अनुसार वचन पत्र (Undertaking) संलग्न किया जाना अनिवार्य है। (पेज नं. 13)
5.	राजस्थान शॉप्स एण्ड कॉमर्शियल एस्टाब्लिशमेंट्स एक्ट 1958 के अन्तर्गत श्रम विभाग राजस्थान सरकार द्वारा वैध रजिस्ट्रेशन सर्टिफिकेट की प्रति। उक्त रजिस्ट्रेशन वैधता निविदा अवधि तक होना अनिवार्य होगा।
6.	फर्म के लेटर पेड पर निविदा दाता को किसी भी राजकीय/अर्धशासकीय/स्वायत्तशासी संस्था द्वारा ब्लैक लिस्ट नहीं किये जाने का स्वहस्ताक्षरित घोषणापत्र।
7.	वस्तु एवं सेवा कर (जी.एस.टी) के पंजीकरण की प्रति
8.	आय कर (पैन नम्बर) की प्रति
9.	Annexure A, B, C & D as prescribed in Rajasthan Transparency in Public Procurement Rules, 2013 duly signed is also enclosed. (Page No. 08 to 12)
	Terms and conditions duly signed by the bidder. (Page No. 03 to 07)

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

Rawathbhata Road, Kota -324021

Price Bid

(Open tender for preparing and packing of book packets)

1. NIB No:- 49/2024-25 Date:- 10/02/2025
2. Name of Bidder and Address: -

No.	Description of work	Rate per packet in Rs. with GST	
		Rs.	Paise
1	लिफाफों पर छात्रों की पता सूची एवं बार कोड चिपका कर टेप लगाना। पाठ्य सामग्री भण्डार से कार्यक्रम अनुसार पाठ्य सामग्री लेकर पुस्तकों के सेट बनाकर लिफाफों में भरना, (न्यूनतम 2 पुस्तक अधिकतम 18 पुस्तकें) मशीन से पैक करना एवं लोडिंग वाहन में लोड करना।		

Amount in words Rs.

Important Instructions to bidders:-

1. The bidder is to be quoted the basic rate per packet in Price Bid in figure & word with GST. Bidder will Show the GST amount in the bill of work separately.
2. The estimated quantity of total sets during the contract period for one year is 1,00,000 which may be increased or decreased as per admission of the students.

Name & Signature of the bidder
with Seal

Date:.....

Place:.....

Open tender for preparing and packing of book packets

जीएसटी में पंजीकृत बोलीदाताओं से पूर्वोक्त कार्य हेतु वार्षिक दर संविदा के आधार पर सेवाओं के उपापन हेतु सीलबंद निविदाएं 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 निविदाएं विश्वविद्यालय को बिड़ शुल्क एवं बोली प्रतिभूति सहित प्रस्तुत कर सकते हैं। संबंधित लिफाफों पर उक्तानुसार वांछित शीर्षक का उल्लेख करना होगा।

01. कार्य/सेवाओं का विवरण :-

- 1.1 संवेदक को विश्वविद्यालय के पाठ्य सामग्री उत्पादन एवं वितरण विभाग के गोदाम में से छात्रों को पाठ्यक्रम सामग्री भिजवाने हेतु पुस्तको के पैकेट्स तैयार करवाने होंगे। जिसके लिये विभाग से प्राप्त लिफाफो पर छात्रों की पता सूची एवं बार कोड चिपका कर टेप लगाना, स्कोलर लिस्ट के अनुसार पुस्तको का संकलन कर सेट बनाना, सेट्स को लिफाफे में रखना एवं लिफाफों को पैकिंग मशीन से पैक करवाकर वाहनों में लोड कराना होगा।
- 1.2 पुस्तकें, लिफाफे, पैकिंग मशीन एवं अन्य आवश्यक सामग्री संवेदक को विश्वविद्यालय द्वारा उपलब्ध करवाई जायेंगी।
- 1.3 संवेदक को प्रतिदिन निर्देशानुसार लिफाफे तैयार कराने होंगे।
02. बिड़ शुल्क राशि रूपये 500/- का डिमाण्ड ड्राफ्ट **वर्धमान महावीर खुला विश्वविद्यालय कोटा के नाम से कोटा** में देय और बोली प्रतिभूति राशि रु. 10,000/- का डिमाण्ड ड्राफ्ट **वर्धमान महावीर खुला विश्वविद्यालय कोटा के नाम से कोटा** में देय बिड़ (Envelop - I) के साथ संलग्न/जमा होने पर ही निविदा/बोली मान्य होगी। उक्त दोनो डी. डी. के अभाव में आपकी निविदा पर कोई विचार नहीं किया जावेगा।
03. **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।
04. 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।
05. **कार्यसम्पादन प्रतिभूति :-** सफल बोलीदाता को निविदा स्वीकृति सूचना पत्र के जारी होने के 10 दिवस के भीतर बोली प्रतिभूति के रूप में जमा 2 प्रतिशत राशि रु. 10,000/- को समायोजित करते हुए नियमानुसार निविदा मूल्य के शेष कार्य सम्पादन प्रतिभूति राशि का **डिमाण्ड ड्राफ्ट वर्धमान महावीर खुला विश्वविद्यालय कोटा के नाम से कोटा** में देय प्रस्तुत करने 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।

- फलस्वरूप पहले बोलीदाता के विरुद्ध कानूनी कार्यवाही की जायेगी।
06. सफल बोलीदाता को प्रतिदिन कार्यालय समय अथवा कार्यालय समय के बाद एवं अवकाश के दिनों में भी आवश्यकता अनुसार अपनी सेवायें जारी रखनी होंगी।
 07. संवेदक द्वारा बिना पूर्व स्वीकृति के पैकेट बनाने का कार्य बंद नहीं किया जाएगा। यदि संवेदक द्वारा बिना स्वीकृति के कार्य बंद किया जाता है तो उसे प्रतिदिन रु. 1000/- क्षतिपूर्ति राशि उसके बिल अथवा धरोहर राशि से काटी जायेगी जिसकी समस्त जिम्मेदारी संवेदक की होगी।
 08. छात्रों को भेजे गये पुस्तको के लिफाफो में स्कोलर लिस्ट में अंकित पुस्तको से भिन्न पुस्तकें पाये जाने पर प्रति पैकेट राशि रु. 150/- की दर से क्षतिपूर्ति राशि संवेदक द्वारा प्रस्तुत बिल में से काटी जावेगी जिसकी समस्त जिम्मेदारी संवेदक की होगी।
 09. **भुगतान प्रक्रिया :-** संवेदक को प्रति पैकेट की दर से बिल प्रस्तुत करने पर भुगतान मासिक आधार पर महीना समाप्ति के बाद संतोषप्रद रूप से कार्य सम्पन्न किये जाने पर आर.टी.जी.एस. से किया जायेगा 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।
 10. 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।
 11. किसी भी निविदा को पूर्ण एवं आंशिक रूप से स्वीकार/अस्वीकार करने का अधिकार विश्वविद्यालय के पास होगा।
 12. यदि इस निविदा में किसी भी प्रकार का संशोधन किया जाता है तो वह वेबसाइट www.v mou.ac.in and www.sppp.rajasthan.gov.in पर ही प्रकाशित किया जावेगा।
 13. श्रम अधिनियम 1970 के अन्तर्गत श्रमिकों को न्यूनतम मजदूरी एवं तत्संबंधी परिलाभ यथा ई. पी. एफ., ई. एस. आई इत्यादि जो भी देय हो, देने का दायित्व संवेदक का होगा एवं संवेदक द्वारा इनकी पालना सुनिश्चित की जायेगी। इस संबंध में विश्वविद्यालय का कोई दायित्व नहीं है।
 14. न्यूनतम मजदूरी अधिनियम 1948 (केन्द्रीय अधिनियम 11, वर्ष 1948) के वैधानिक प्रावधानों की अनुपालना का दायित्व संबंधित संवेदक का होगा एवं इसके लिए विश्वविद्यालय जिम्मेदार नहीं होगा।
 15. श्रम विधि के अन्तर्गत निर्धारित नियमों, उपनियमों व अधिसूचनाओं तथा केन्द्र/राज्य सरकार द्वारा समय-समय पर जारी किये गये दिशा-निर्देशों की पालना करने का दायित्व संवेदक का ही होगा। श्रम विधि के अन्तर्गत निर्धारित नियमों, उपनियमों अधिसूचनाओं, दिशा-निर्देशों आदि की पालना नहीं करने की स्थिति में उसके परिणामों/दायित्वों के लिये संवेदक स्वयं उत्तरदायी होगा। इसके लिए विश्वविद्यालय की कोई जिम्मेदारी नहीं होगी। संवेदक द्वारा लगाये गये कार्मिकों को समय पर वेतन भुगतान करने की जिम्मेदारी स्वयं संवेदक की होगी।
 16. यदि संवेदक एवं कार्य पर लगाये गये श्रमिकों के मध्य कोई विवाद उत्पन्न होता है तो उसकी प्रबन्धकीय जिम्मेदारी संवेदक की होगी। इसके लिए विश्वविद्यालय की कोई जिम्मेदारी नहीं होगी।
 17. कार्मिकों 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।

18. अन्य शर्तें राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 एवं नियम 2013 के अनुसार मान्य होंगी।
19. फर्म को स्वः 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।
20. RTPP नियम 2013 के नियम 47 के अन्तर्गत बिड़ के संबंध में किसी प्रकार की आपत्ति होने पर बिड़ प्रस्तुत करने की अंतिम तिथि व समय से पूर्व लिखित में निदेशक सामग्री उत्पादन एवं वितरण विभाग, व.म.खु.वि. कोटा को प्रतिवेदन प्रस्तुत किया जा सकता है।
21. निविदा अवधि में कार्य की प्रक्रिया में यदि किसी प्रकार का बदलाव होता है तो सफल निविदादाता को समान दरों एवं शर्तों पर कार्य करना होगा।
22. 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 :-

General condition of bid and contract

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

1. 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.
2. 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.
3. **Validity:** - Tender shall be valid for a period of 90 days from the date of opening of bid.
4. The approved supplier shall be deemed to have carefully examined the scope of work, conditions etc. of the services.
5. The Contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
6. The contract for the supply can be repudiated at any time by the Director MP&D, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording of the reasons for repudiation.
7. Direct & indirect canvassing on the part of the bidder or his representative will be a disqualification.
8. (i) **Extent of period-** ARC shall be made for one year which may be further extendable as per RTPP rule 2013.
9. **Bid Security:-**
D.D. of Rs. 10,000/- in favour of VMOU Kota payable at Kota, is submitted against Bid security with Tech./ Eligibility Bid.
10. **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.
11. **Agreement and Performance Security:-**
 - (a) Successful bidder will have to execute an agreement in the Form SR-17 and deposit security / performance security amount as per rule (and or applicable as per orders of government of Rajasthan at the time of work order issue) of the value of the work order for which tenders are accepted within 10 days from the date of dispatch by which the acceptance of the tender is communicated to bidder.
 - (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:
 - 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 one month of the final supply of the items as per purchase order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfaction completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied that there are no dues outstanding against the bidder.

12. **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 satisfactorily.
 - (c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the purchase officer in this regard shall be final.
13. 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.
14. **Payments:-** Unless otherwise agreed between the parties, payment for the hiring of services will be made to the contractor on monthly basis on production of bills of actual quantity of packets made thereof.
15. 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 Director MP&D.
16. The Director MP&D reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons.
17. 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.
18. 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.
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.**
21. **Tender for the subject matter of procurement shall be made for one year from the date of issue of letter of intent; however, the contract period may be extended if needed on mutual consent on same rates and terms & conditions as per RTPP rules 2013.**

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

Annexure A

Compliance with the code of Integrity and No Conflict of Interest.

Any person participating in a procurement process shall-

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

Conflict of Interest:-

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

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

- i. 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 regarding 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 a 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.

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

Annexure B

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to **VMOU Kota** for procurement of **Open tender for preparing and packing of book packets** in response to their Notice Inviting Bids No 49/2024-25 I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specification in the Bidding Document;
3. I/We have are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conducted or the making of false statement or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceeding;
5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding Document, which material affects fair competition;

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

Annexure C
Grievance Redressal during Procurement Process

The designation and the address of the first Appellate Authority is **Hon'ble Vice-Chancellor, VMOU, Kota**.
The designation and the address of the Second Appellate Authority is **Additional Chief Secretary, Higher Education, Government of Rajasthan, Jaipur**.

(1) Filing an appeal

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the act or the rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Providing that after the declaration of a Bidder as successful the appeal may be filled only by a Bidder who has participated in procurement proceeding:

Providing further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filled only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidder Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for Filing Appeal

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

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be upon filing of appeal, shall issued notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date of fix hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

Annexure D

Additional Conditions of Contract

1. Correction of arithmetical errors

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

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and 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 expressed in words is related to an arithmetic error, in which case 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 Supplier 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 Supplier.

3. Dividing quantities among one than more Bidder at the time of award (In case of procurement of Goods)

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

Date:	Signature of bidder
Place:	Name:
	Designation:
	Address:

निविदादाता द्वारा पात्रता मानदण्ड हेतु वांछित सूचना/प्रपत्र (Envelop -I) के साथ फर्म के लेटर हेड पर अपने हस्ताक्षर मय फर्म मोहर के संलग्न करना अनिवार्य है :-

वचन पत्र (Undertaking)

मैं (मालिक/साझीदार/अधिकृत हस्ताक्षरी) मैंसर्स पता
..... मोबाईल नं. विश्वविद्यालय द्वारा जारी निविदा सूचना नं. 49/2024-25
“Open tender for preparing and packing of book packets” कार्य हेतु निविदा प्रस्तुत कर रहा हूँ।

1. मैं वचन (Undertaking) देता हूँ कि वित्त विभाग राजस्थान सरकार के परिपत्र क्रमांक एफ 2.(1) एफ. डी. /एस. पी. एफ. सी. / 2017 दिनांक 14.11.2018 के अनुसार उक्त निविदादाता फर्म राजस्थान श्रमिक अनुबंधित अधिनियम एवं श्रमिक अनुबंध नियम 1970/संशोधन अधिनियम 2014 तथा कर्मचारी भविष्य निधि अधिनियम, 1952 के अद्यतन प्रावधानों के एवं नियमों के अन्तर्गत पंजीकरण बाध्यता की सीमा में नहीं है। अतः मैं यह वचन पत्र प्रस्तुत करते हुए बोली में भाग ले रहा हूँ।
2. मैं यह भी वचन देता हूँ कि सफल निविदादाता होने पर शपथ पत्र प्रस्तुत कर दूंगा कि निविदा अवधि के दौरान यदि निविदादाता फर्म द्वारा राजस्थान श्रमिक अनुबंधित अधिनियम एवं श्रमिक अनुबंध नियम 1970/संशोधन अधिनियम 2014 तथा कर्मचारी भविष्य निधि अधिनियम, 1952 के अन्तर्गत पंजीकरण कराया जाना आवश्यक हो तो तदनुसार पंजीकरण कराते हुए प्रमाण पत्र की प्रति आपके कार्यालय को उपलब्ध करा दूंगा।
3. मैं यह भी वचन देता हूँ कि यदि यह वचन पत्र झूठ या गलत पाया जाए तो मेरे द्वारा प्रस्तुत निविदा को निविदा अवधि के मध्य किसी भी स्टेज पर निरस्त/रद्द करने का विभाग को अधिकार होगा।

नोट :- निविदादाता यदि उक्त नियमों/अधिनियमों में पंजीकरण की सीमा में हो तो पंजीकरण प्रमाण पत्र आवश्यक रूप से संलग्न करें।

हस्ताक्षर

दिनांक:

नाम :

फर्म का नाम :

पता :

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