



**INFONET Centre
University Of Rajasthan
Jaipur-302004**

**Prof. S. K. Gupta
Director**

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No. 1C/2025/1043-47


Date: 19-03-2025

Open Bid

Open Bid is hereby invited for Delivery, Installation, Commissioning and related services of Branded SMF Batteries for UPS on a buy-back basis for Infonet Centre, University of Rajasthan, Jaipur. The bid details may be seen on the university website <https://www.uniraj.ac.in> and <https://sppp.rajasthan.gov.in>. The tender form can be downloaded from the university website or sppp portal or may be obtained from UIC office on payment of the requisite fee. The bid may be submitted in a sealed envelope with the tender cost fee and other fees during office hours between 19 - 25 March 2025.

UBN: URA2425CF50B00259

NIB: URA2425A0098


19/03/2025

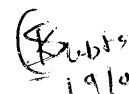
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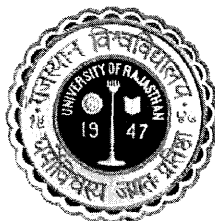
Copy forwarded for information and necessary action to:

1. Director, Infonet Centre, University of Rajasthan, Jaipur to upload the notice and tender documents on the University website.
2. AO, Internal Audit, CF&FA, University of Rajasthan, Jaipur
3. PRO, University of Rajasthan, Jaipur to publish the enclosed notice in Regional Daily, newspaper (Rajasthan Patrika).
4. PS to Vice Chancellor, University of Rajasthan, Jaipur
5. CF&FA, University of Rajasthan, Jaipur
6. Office File


19/03/2025

**Prof. S. K. Gupta
Director**

Infonet Centre
University of Rajasthan,
Jawahar Lal Nehru Marg, Jaipur-302004
Ph.: 0141-2703559
Website: www.uniraj.ac.in



Ref. NO.: IC/2025/1043-47 dated 19.03.2025

Bid Form

For

Open Bid for Supply of SMF Batteries for UPS with Buyback Offer for Old Batteries

Nature of Project	Tender for Delivery, Installation, Commissioning and related services of (2x26=52) numbers of 12V 65AH SMF Batteries and 24 numbers of 12V 75AH SMF Batteries on a buy-back basis.
Name of Item and estimated cost	1. (2x26=52) numbers of 12V 65AH SMF Batteries on buy-back basis. 2. 24 numbers of 12V 75AH SMF batteries on a buy-back basis Estimated cost- Rs. 4.5 Lacs
Cost of bid document (non-refundable)	Rs. 100/- In the form of DD in favour of Director, Infonet Centre, University of Rajasthan, Jaipur
Publishing Date and Time	19.03.2025 at 5.00 pm
Last Date and Time for submission of Bids (Technical & Financial Bids)	25.03.2025 (1.00 pm)
Date, Time and Venue for opening Technical Bids	Technical Bid 25.03.2025 at 3.00 pm Infonet Centre, University of Rajasthan, Jaipur.
Bid Security (BS) Deposit	2% of the value of work (i.e. Rs. 9000/-) in the form of DD in favour of the Director, Infonet Centre, University of Rajasthan, Jaipur or Form of Bid Security Declaration (BF-II)

BID INDEX (NIB NO: _____)

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Chapter-1

Notice Inviting Bid (NIB)

Open Bid for Supply of SMF Batteries for UPS with Buyback Offer of Old Batteries

Nature of Project	Tender for Delivery, Installation, Commissioning and related services of (2x26=52) numbers of 12V 65AH SMF Batteries and 24 numbers of 12V 75AH SMF Batteries on a buy-back basis.
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Bid Security (BS) Deposit	2% of the value of work (i.e. Rs. 9000/-) in the form of DD in favour of the Director, Infonet Centre, University of Rajasthan, Jaipur

Note:

1. The Bidder shall submit bid in the separate envelopes i.e. Technical Bid, Financial Bid DDs/Banker's Cheques physically in the Infonet Centre, University of Rajasthan, Jaipur
2. The Bidding process shall be subject to the provisions of RTPP Act-2012, RTPP Rule-2013 and amendments thereto.
3. Bidders are advised to study the Tender Documents carefully. Submission of Tenders shall be deemed to have been done after careful study and examination of the Tender Documents with the full understanding of its implications.

Signature of the Owner/ Bidder with Seal

Name : _____

Address : _____

Email : _____ Mobile _____



Chapter- 2

Disclaimer

1. The information contained in this Tender document or subsequently provided to Applicant, whether verbally or in documentary or any other form by or on behalf of the Infonet Centre, University of Rajasthan, Jaipur or any of its employees or advisers, is provided to Applicant on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depend upon the interpretation of the law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Infonet Centre, University of Rajasthan, Jaipur accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on the law expressed herein.
2. This Tender document is not an agreement. The purpose of this Tender document is to provide interested parties with information that may be useful to them in the formulation of their Proposals according to this Tender document. This Tender document includes statements, which reflect various assumptions and assessments arrived at by the Infonet Centre, University of Rajasthan, Jaipur in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender document may not be appropriate for all persons, and it is not possible for the Infonet Centre, University of Rajasthan, Jaipur, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender document. The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender document and obtain independent advice from appropriate sources.
3. The Infonet Centre, University of Rajasthan, Jaipur, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Selection Process.
4. The Infonet Centre, University of Rajasthan, Jaipur also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender document.
5. The Infonet Centre, University of Rajasthan may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender document.



6. The issue of this Tender document does not imply that the Infonet Centre, University of Rajasthan, Jaipur is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the assignment and the Infonet Centre, University of Rajasthan, Jaipur reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
7. The Applicant shall bear all its cost associated with or relating to preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Infonet Centre, University of Rajasthan, Jaipur formation of consortium or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Infonet Centre, University of Rajasthan, Jaipur shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

(Signature)
19/03/2025

Director
Infonet Centre,
University of Rajasthan
Jaipur

Signature of the Owner/ Bidder with Seal

Name : _____

Address : _____

Email : _____ **Mobile** _____

(Signature)

Chapter- 3

Instruction to Bidders

1. Procedure for Submission of Bids:

It is proposed to have a Two Bid System for this tender, in which

- a. Technical Bid is to be submitted in one cover appropriately superscribed as 'Technical Bid for the supply of SMF Batteries'. **Please note that prices should not be indicated anywhere in the Technical Bid.** Also, the vendors who have downloaded the Tender form from our website <https://www.uniraj.ac.in> or <https://sppp.rajasthan.gov.in> are required to submit the cost of the Tender document Rs.100/- (Rupees One hundred only. Non-refundable) and Bid security of Rs. 9000/- in the form of D.D. in "Original" cover.
- b. Commercial Bid is also to be submitted in one cover appropriately superscribed as 'Commercial Bid for the supply of SMF Batteries'. Commercial Bid – To be submitted as per BF-VII.

All covers namely Technical and Commercial Bids, prepared as above, are to be put in a single sealed cover superscribed with "Tender for SMF Batteries"–Tender Number, the name and address of the Bidder.

The tender should be a complete document and should be bound as a volume. Different copies must be bound separately.

2. The bidder may submit separate financial bids for different battery makes.

3. Cost of Tender:

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the Purchaser and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

4. Contents of the Tender Document:

1.	Notice Inviting Bid (NIB) for uploading on websites
2.	Disclaimer



3.	Instruction to Bidder (ITB)
4.	Eligibility Criteria
5.	Technical Specification
6.	Terms and Condition and General Condition of Contract
7.	Financial Bid
8.	(Bidding Forms) (BF)

5. Bid Security or Earnest Money Deposit (EMD):

5.1 Bid Security or EMD of Rs.9,000/- (Rupees Nine Thousand Rupees only) as Bid Security in the form of DD in favour of "Director, Infonet Centre, University of Rajasthan" payable at Jaipur issued by a Scheduled Bank other than a Co-operative Bank or Banker's cheque valid for 90 days from the date of opening of Tender.

RULE 42. Interference with procurement process:- (1) Whoever-

- (a) Interferes with or influences any procurement process with the intention of securing any wrongful gain or undue advantage for any prospective bidder or bidder; or
- (b) Interferes with the procurement process with the intention of causing any unfair disadvantage for any prospective bidder or bidder; or
- (c) Engages in any action or lobbying, directly or indirectly, with the objective of unduly restricting fair competition; or
- (d) Intentionally influences any procuring entity or any officer or employee thereof or willfully or fraudulently makes any assertion or representation that would restrict or constrain fair competition in any procurement process; or
- (e) Engages a former officer or employee of a procuring entity as an employee, director, consultant, adviser or otherwise, within a period of one year after such former officer or employee was associated with a procurement in which the employer had an interest; or
- (f) Engages in any form of bid-rigging, collusive bidding or anticompetitive behaviour in the procurement process; or
- (g) Intentionally breaches confidentiality referred to in section 49 for any undue gain, shall be punished with imprisonment for a term which may extend to five years and shall also be liable to fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

(2) A Bidder who –

- (a) Withdraws from the procurement process after opening of financial bids;
- (b) Withdraws from the procurement process after being declared the successful bidder;
- (c) Fails to enter into procurement contract after being declared the successful bidder;
- (d) Fails to provide performance security or any other document of security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,
Shall, in addition to the recourse available in the bidding documents or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, is less.

5.2 Non-submission of Bid Security or EMD and Tender Cost of Rupees 100/- will disqualify the bidder and his technical and commercial bids will not be entertained.

5.3 The EMD or Bid Security in the form of DD of Rs.9,000/- (Rupees Nine Thousand only) may be returned to the unsuccessful bidders within 90 days or earlier from the date of opening of the Tender.

Signature of the Owner/ Bidder with Seal

Name : _____

Address : _____

Email : _____ **Mobile** _____



Chapter 4

Eligibility Criteria

Description	Qualification
Name of the Firm	
Address	
Name of the Proprietor	
Registration Number	
PAN No. (Please Attach photocopy)	
GST No. (Please Attach photocopy)	
Gross Annual Turnover	Rs. 5.0 lakhs or above for the last 3 financial years (Kindly attach BF-VI Form)
Telephone No.	Office: _____ Mob. No.: _____ Fax No.: _____
E-mail address	
Declaration of Qualification	(Kindly attach BF-I to BF- IV Forms)
Authorized Dealers Certificate (Please Attach as an Annexure)	

I/We have carefully read the terms and conditions attached to the Tender/quotation (Technical bid and financial bid) document and abide by these conditions. I/We also agree to execute an agreement as required and the security deposit will be remitted accordingly if the work order is placed with us. The quotation document and all annexures of terms and conditions have been enclosed and signed by me/us in token proof of accepting said conditions.

Signature of the Owner/ Bidder with Seal

Name : _____

Address : _____

Email : _____ **Mobile** _____



Chapter- 5

TECHNICAL SPECIFICATIONS

(Scope of Work)

Open Bid for Purchase of SMF Batteries for UPS with Buyback Offer of Old Batteries

Name of the Firm:	
Address:	
Name of the Proprietor:	
Registration Number:	
TIN No.:	
Telephone No.:(O)	Office (LL): Mobile No.(S): Fax. No.(S)

1. Branded 65 AH/ 12V SMF Battery for UPS with at least 3 Year Warranty and Buyback of old batteries of UPS (2x26 = 52 batteries)
2. Branded 75 AH/ 12V SMF Battery for UPS with at least 3 Year Warranty and Buyback of old batteries of UPS (1x24 = 24 batteries)

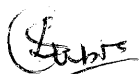
S. No.	Place of Installation	Batteries currently installed	Quantity available for buyback	New units required
1.	Infonet Centre University of Rajasthan Jaipur	65 AH	2x26=52	2x26 =52
2.	Infonet Centre University of Rajasthan Jaipur	75AH	1x24	24

Signature of the Owner/ Bidder with Seal

Name : _____

Address : _____

Email : _____ Mobile _____



Chapter- 6

General and Special Terms and Conditions of Contract

1. Definitions:

In this Tender document the following terms shall be interpreted as indicated:

- a. 'UIC' means Infonet Centre, University of Rajasthan, Jaipur.
- b. The 'Purchaser' means Infonet Centre, University of Rajasthan, Jaipur
- c. The 'Contract' means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the Purchaser and the Supplier including all attachments and annexures there to and all documents incorporated by reference therein. The contract also covers the terms and conditions and other points mentioned in the tender forms including the accepted deviation (if any).
- d. The 'Vendor/Channel Partner' means the person or the firm or the company with whom the order for the Delivery, Installation and Commissioning of the Goods/Services is placed and shall be deemed to include the Vendor's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be unless excluded by the terms of the contract.
- e. The term "Bidder" means "vendor/Channel Partner" till submission and evaluation of the Tender. The term "Vendor" includes Original Equipment Manufacturer (OEM) wherever applicable. At the time of issue of Purchase Order and signing of Contract, the successful Bidder will be termed as "Supplier".
- f. 'The Bid Price/Contract Value' means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligations.
- g. The 'Order' means the Purchase Order issued in favour of the vendor/channel partner.
- h. 'The Goods' means all of the equipment's which the vendor is required to supply to the Purchaser under the order/contract.
- i. 'Service' means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation and commissioning and such obligations of the vendor covered under the contract
- j. 'Acceptance of Tender means the letter/telegram/fax or any memorandum communicating to the Bidder the acceptance of his tender.



k. The term "Bidder" as used in the tender document shall mean one who has signed the tender and he/she should clearly indicate the capacity in which he/she has signed the tender and the company or firm shall be bound by his/her signature.

l. The term "Core Components" means parts which if they fail; the user is unable to use the machine.

2. Application:

The General Terms and Conditions of the tender as laid down in this section shall apply over and above the provisions of the contract to the extent not specifically mentioned in the contract.

3. Fee and Bid Security Deposit:

Demand Draft or Banker's Cheque regarding (i) Bid Form fee (for Rs.100/-) and Bid Security (Rs. 9,000/-) or Bid Security Declaration (BF-II) be drawn in favour of "Infonet Centre, University of Rajasthan" payable at Jaipur.

Non-submission of Bid Form fee, and Bid Security or Bid Security Declaration along with Technical bid will disqualify the bidder and his technical and commercial bids will not be entertained.

The Bid Security DD may be returned to the unsuccessful bidders by 90 days or earlier from the tender opening date. For the successful bidder, the DD would be retained as a Security Deposit without any interest.

4. The rate should be quoted including all taxes including GST. However, if any change in taxes or improvement in new taxes then it shall be applicable during the contract. The Rate mentioned in the Bid will be treated as inclusive of all taxes.

5. Eligibility Criteria:

The bidder must be an authorized distributor/dealer of the batteries. The Bidder must have a minimum annual turnover of more than **Rs.5,00,000/- (Rupees Five lakhs only)**. (Enclose documentary proof) for the financial year 2022-23, 2023-24 and 2024-225 along with other annexures in chapter 4 must be duly filled and attached with documentary proof. The technical and commercial bids of the Bidders who do not conform to the eligibility criteria will not be opened and may be returned along with the EMD to the bidders in due course

6. Technical Specification:

The technical specifications of the 65AH SMF Batteries & 75 AH SMF Batteries should comply with our technical specifications quoted in the technical specifications given in Chapter 5. UIC has the sole discretion to accept or reject tenders based on deviations from the technical specification.

7. Price Schedule:

- a. All quotes are to conform to the item-wise format as per Price Chapter 7.



- b. All-inclusive Price takes into account Basic Price, other charges including Packing / Forwarding. Insurance levies / taxes applicable at the place of billing / charges for installation. Erection, commissioning and making the goods / services operational during warranty period.
 - c. The 'Total Price' must take into consideration the supply of all the goods up to the end users as specified in chapter-5.
 - d. The vendor/channel partner will submit their quotations after carefully examining the documents/conditions. The vendor/channel partner must obtain for himself on his own responsibility and at his own expenses all the information necessary including risks, contingencies and other circumstances to enable him to prepare the proper quotation and submission of the same.
 - e. It will be the responsibility of the vendor/channel partner to take care of all formalities, if any, necessary as per orders of any government/non-government authority in force at the point of time of delivery.
 - f. There shall be no escalation in the prices once the prices are fixed and mutually agreed to by the Purchaser and the vendor. However, the vendor should pass on to UIC any benefit arising out of any subsequent reduction in the prices due to reduction in duties, taxes and levies or for any other reason after the prices are fixed, but before actual delivery of the goods.
8. **Confirmation in Writing:**
Additionally, the following confirmation in writing may also be provided along with the Technical Offer, in the absence of which, the commercial offer will not be considered.
- a. That the rates quoted by the vendor are the best possible and conform to those, if any, offered by them to any other organization.
 - b. To pass on to UIC, any reduction in the prices due to change in taxes, levies, duties etc. after the Purchase Order is placed but before delivery is affected.
 - c. If the vendor is a channel partner of an OEM, they should produce or enclose a Letter of Authority in favour of 'UIC' from the original manufacturers. In other cases, the vendor should produce a certificate to the effect that they are Authorized Dealers of the products quoted for.
 - d. That the vendor has read understood and agreed to accept all the terms and conditions of this Tender Document.

9. **Other Conditions:**

Bids from agents without proper authorization from the manufacturer's/firms shall be treated as non-responsive.

A bid determined not substantially responsive will be rejected by the purchaser and cannot be made subsequently responsive.

No consideration will be given to a bid received after the date and time stipulated by 'UIC' and no extension of time will normally be permitted for submission of bids. Canvassing in connection with bid is strictly prohibited and bid submitted by vendors who resort to canvassing are liable to be rejected. No price variation/adjustment or any other escalation

will
be entertained.

Overwriting is not permitted in filling up the bids and may entail rejection of the bids.

THE INFONET CENTRE, UNIVERSITY OF RAJASTHAN, JAIPUR DOES NOT BIND ITSELF TO ACCEPT ANY BID AND RESERVES THE RIGHT TO ACCEPT/REJECT ANY BID WITHOUT ASSIGNING ANY REASONS THEREOF.

10. Correction of arithmetic errors:

Provided that a financial bid is substantially responsive, the 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 clause (a) and (b) above.
- (iv) 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 Declaration shall be executed.

11. Delivery and Installation:

Delivery / Installation and Commissioning of the Batteries ordered is required to be **completed latest by 15 days from the date of placement of the purchase order.**

An authorized official of 'UIC' should acknowledge delivery of the Batteries.

Installation and commissioning is deemed to be completed when:

- i. Batteries as specified in the Purchase Order are connected to the UPS and becomes fully functional.
- ii. In case of failure on the part of the Supplier to adhere to the time schedule, the Liquidated Damage condition shall be invoked by 'UIC'.

The Batteries shall be supplied, installed and commissioned under the supervision and guidance of 'UIC' officials and UPS Vendor.

12. Acceptance Testing:

The Supplier will deliver the Batteries as advised at the time of placing the Purchase Order. The installation certificate containing particulars of the Batteries, capacity, etc., signed by the supplier will also be signed by authorized 'UIC' official and that installation certificate will be provided after the Installation. In case of defective Batteries, the supplier will have to replace it immediately

13. Place of delivery and installation:



Delivery of goods should be made by the Supplier at INFONET Centre, University of Rajasthan, Jaipur-302004.

Delivery and documents:

The Suppliers shall furnish the following documents to UIC. Original copies of:

- i. Invoice showing purchase order ref., goods description, quantity, unit price, total amount.
- ii. Delivery Challan.
- iii. Installation cum Acceptance Certificate duly signed by the Suppliers and 'UIC' officials.

14. Agreement and performance guarantee:

It shall be obligatory for the supplier on becoming successful bidder to sign the stipulated contract in favour of UIC and also submit the performance security @5% of the value of contract in favour of Director, Infonet Centre, University of Rajasthan, Jaipur. The DD would be retained as Security Deposit without any interest for three years (warranty period).

15. Terms of Payment:

- a. Payment will be made after installation and production of the documents specified.
- b. No advance payment will be made by UIC.

16. Documents to be produced for release of payment:

The Supplier's request for payment should be made to 'UIC' in writing accompanied by the following documents in ORIGINAL:

- i. Invoice in Duplicate,
- ii. Delivery Challan
- iii. Installation and acceptance report signed by the Officials of the Supplier and UIC
- iv. Manufacturer's warranty & installation certificate.
- v. No Dues Certificate (i.e. indemnifying the Purchaser, that the supplied items or Services do not bear any dues from any other sources, whatsoever)
- vi. Certificate Indemnifying the Purchaser by the Supplier regarding Violation of Copyrights and Patents
- vii. Supply of Manuals, if any.

17. Warranties:

Batteries to be supplied/ delivered must be new and should form part of the manufacturer's current product line.

The Supplier should also guarantee that the Batteries supplied are new, unused and conform to technical specifications mentioned in the quotation. The vendor should also guarantee that the Batteries supplied shall perform satisfactorily as per requirements mentioned in the specification.

a. Warranty:

The warranty, which for all practical purposes would mean Comprehensive On-site Warranty free of charge shall start and remain valid for up to the warranty period after the Batteries have been Installed, commissioned tested and accepted.

In case the Supplier is unable to render satisfactory support, the Supplier should provide for an alternative so that service support to the company is not hampered

The replacement Warranty for parts/equipment's and other accessories shall be for a period of minimum of 3 years unconditional warranty for Batteries or as given by the manufacturer, whichever is higher.

18. Guarantee:

The guarantee shall cover the following:

- a. Quality, strength and performance of the Batteries supplied.
- b. Safe electrical and mechanical stresses, on the Batteries under all conditions of operation.
- c. Prompt service during Warranty period for repairs and breakdown and prompt replacement in case of defects.

19. Maintenance during Warranty Period:

- i. The supplier shall attend to call services within 24 (twenty four) hours after lodging of a complaint. In case of failure from the Supplier side 'UIC' may request any third party to attend the call and the cost thus incurred will be deducted from the supplier's bill.
- ii. During the warranty period, all the Batteries supplied by the Supplier should be replaced immediately without any cost to UIC.

20. Copyright Violation and Patent Rights:

The Supplier shall undertake to indemnify 'UIC' in respect of all claims arising out of violation of any Patents or Copyrights. The Supplier shall indemnify 'UIC' against a third-party claim of infringement of patent, trademark or industrial design rights arising from use of the goods and services, software package or any other part thereof in India.

21. Cancellation Clause:

If the Batteries are not supplied and installed within 30 days from the scheduled date as mentioned in purchase order, UIC reserves the right to reject the tender completely with the right to invoke the Performance Guarantee furnished by the Bidder favoring UIC.

22. Standards:

The Batteries supplied under this contract shall conform to the standards mentioned in the technical specifications and when no applicable standard is mentioned, it will be mutually decided between the Supplier and UIC.

23. Transportation and Insurance:

The Supplier is required to deliver Batteries at the destination to be specified and transportation and insurance of goods shall be arranged and paid by the Supplier.

24. Satisfactory Complimentary Performance:

The Bidder shall guarantee satisfactory performance of the Batteries to the specifications in the Purchase Order and further undertake to reimburse the Purchaser. All payments made in pursuance of this Purchase Order and such other cost as may be decided by mutual consent or by arbitrator, if the features do not perform to committed standards thus materially affecting performance.

25. Manuals:



The original manuals of the Hardware, if any, to be provided by the Suppliers at the time of delivery.

26. Change of purchase order:

UIC may at any time by written order to the Supplier, make changes within the general scope of the Purchase Order in anyone or more of the following:

- a. Place of delivery or installation.
- b. Services to be provided by Supplier.
- c. Delivery schedule.
- d. Increase/decrease in the qty

Any increase/decrease in the cost on account of above change shall be mutually discussed and equitable adjustment shall be made in the price.

27. Delays in the Supplier performance:

Delivery of Batteries and performance of the services shall be made by the Supplier in accordance with the time schedule mentioned in the Purchase Order. Any delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable for imposition of liquidated damages, and/or termination of the contracts for default. Any incidental taxes and levies on account of delay in performance i.e. delivery/installation/replacement of Batteries, shall be on the Supplier's account.

28. Liquidated Damage:

28.1 In Case of any delay in the time schedule prescribed BY TENDERING AUTHORITY, payment shall be made on the basis of following percentages of value of stores which the Firm/Company has supplied:-

- Delay up to one-fourth period of the prescribed Delivery -2.5% of total order value.
- Delay exceeding one fourth but not exceeding half of the prescribed delivery period -5% of total value.
- Delay exceeding half but not exceeding three fourth of the prescribed period-7.5%.
- Delay exceeding three fourth of the prescribed period-10%.
- Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
- If Firm/Company requests for an extension of time in completion of contractual supply on account of occurrence of any circumstances beyond control of human being, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the circumstances.
- However, if the delay is caused due to unavoidable circumstances, then Tendering Authority reserves the right to waive off the compensation.

28.2 In Case of delay beyond thirty days, tendering authority will be at liberty to procure the services from any other agency at the risk and cost of the Firm/Company and it also will result in the forfeiture of the Performance Security amount.

28.3 For any other irregularities, mistakes etc., penalty at the discretion of Tendering Authority will be imposed.

28.4 That for unsatisfactory performance owing to absence of Firm/Company's staff, deficiencies in services or for some other reason the tendering authority shall be within its rights to make necessary deductions for such deficiency in services. Alternatively, the tendering authority may, after giving an opportunity of being heard to the Firm/Company, get such deficiencies fulfilled at the cost and responsibility of the Firm/Company.

Where any claim for the payment of a sum of money arises, out of or under this contract against the Firm/Company, the tendering authority shall be entitled to recover such a sum by appropriating in part



or whole, from the performance security to be deposited by the Firm/Company. In the event of the performance security being insufficient, the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Firm/Company under this and any other persons contracting through the head. University of Rajasthan, Jaipur, should this sum not be sufficient to recover the full amount recoverable the Firm/Company shall pay to this office the remaining balance. For failure to deposit the amount, legal action will be taken against the Firm/Company.

29. Clarification of Bids:

To assist in the examination, evaluation and comparison of bids the Purchaser may, at their discretion, ask the Bidder for clarification of the bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

30. Contract with 'UIC':

The successful bidder will have to enter into a contract with UIC on Rs. 500/- Non-judicial stamp paper in attached format (BF-VI).

31. Termination on Insolvency:

The agreement can be terminated by giving written notice to the Supplier, without compensation to the Supplier, if:

- a. The Supplier becomes bankrupt or is otherwise declared insolvent;
- b. The Supplier being a company is wound up voluntarily or by the order of a court or a receiver or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.

32. Governing Language:

The bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Purchaser, shall be written in the English language provided that any printed literature furnished by the Bidder may be in any another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

33. Applicable law:

The contract shall be interpreted in accordance with the Indian laws.

34. Notices:

Any notice by one party to the other pursuant to the Contract shall be sent in written or by telegram or telex/cable/fax and confirmed in writing to the address specified for that purpose in the Contract.

As the purchaser's office is situated in the jurisdiction of Madurai, all dispute and dispenses are subject to the jurisdiction of Madurai.

35. Selection of Supplier:

Supplier will be selected by following the steps given as under:

- a. Short-listing eligible suppliers who qualify in pre-qualification bid.
- b. Short-listing of eligible suppliers meeting the technical specification from the short-listed suppliers of first step.

- c. Selection of supplier who offers the lowest total price and meets the commercial qualification requirements from the technically qualified list of the second step

36. Assignment:

The Supplier shall not assign in whole or in part, the obligations to perform under the contract, except with Purchaser's prior written consent.

37. Sub-Contractor:

The Supplier shall obtain consent of the Purchaser in writing of all subcontracts (if any) to be awarded under the Contract which is not already specified, in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

38. Force De Majeure:

- a. Notwithstanding the provisions contained herein the Supplier shall not be liable for forfeiture of its performance security, liquidated damage or termination for default. If and to the extent that its delay in performance or other failures to perform its obligations under the Contract is the result of an event of Force De Majeure.
- b. For the purpose of this clause "Force De Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser, in the contractual capacity, wars or revolution, fires, floods, epidemic, quarantine restrictions and freight embargoes.
- c. If a Force De Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the clause thereof unless other wise directed by the Purchaser in writing. The Supplier shall continue to perform their obligations under the Contract as far as reasonably practical, and shall adopt all reasonable alternative means for performance not prevented by Force De Majeure clause

39. Termination for Convenience:

- a. The Purchaser may by written notice sent to the Supplier terminate the Agreement, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Agreement is terminated and the date on which such termination becomes effective.
- b. The Purchaser may purchase the ordered goods that are complete and ready for installation within 7 days after the Supplier's receipt of notice of termination may at the Contract terms and prices. For the remaining goods and services, the Purchaser may elect:
 - i. to have any portion completed and delivered at the Contract terms and Prices; and/or
 - ii. to cancel the remainder and pay to the Supplier an agreed amount for partially completed goods and services and for materials and parts previously procured by the Supplier.

40. Obligation:

. The entire responsibility of the supply warranty and the contract lies with the Supplier on whom the Purchase Order is placed and with whom the Contract is signed. The Supplier would be responsible and bear the additional cost (if any), incurred by the Purchaser on this account of the supply.

- 41. Above mentioned job description is in brief. Any clarification regarding the job-work may please be sought from the Director, Infonet Centre, University of Rajasthan, Jaipur prior to offer of the

RATES. No excuse will be taken in consideration later on, on account of lack of information regarding job description.

42. Regarding job and requirements of Infonet Centre the decision of Director will be final and binding on the firm.
43. The Technical Bid and Financial Bid are also to be kept in separate sealed envelopes. Kindly mention on envelopes. Both sealed envelopes should further be kept in another sealed envelope and submitted to **Director, Infonet Centre, University of Rajasthan, Jaipur** till last date.
44. Bid Security (Rs. 9000/-) Amount will be forfeited if the work is not completed by the firm within the stipulated time.
45. The Director reserves the right to reject the candidature of firm without assigning any reason.
46. The provisions of purchase preference rules shall be applicable for MSME Units of Rajasthan. The MSME/SSI Unit of Rajasthan shall submit Format of affidavit for EM-II (BF-X) for purchase preference rules.
47. **Procuring entity's right to vary quantity / units:**
 - I. The units originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract.
 - II. If the University of Rajasthan, Jaipur gives work order less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
 - III. If the Bidder fails to deliver, the University of Rajasthan, Jaipur shall be free to arrange/procure the works and the extra cost incurred shall be recovered from the Service Provider.
48. **Dividing quantities among more than one bidder:**

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 as lowest.
49. **Grievance Redressal during procurement process:**
 - i. The designation and address of First Appellate Authority is: - Registrar, University of Rajasthan, Jaipur or as decided by the Govt. of Rajasthan.
 - ii. The Designation and address of the Second Appellate Authority is Vice Chancellor, University of Rajasthan, Jaipur or as decided by the Govt. of Rajasthan.
 - iii. **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 of 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 ground on which he feels aggrieved:-

 - a. Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:
 - b. Provided 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 filed only by a bidder whose technical bid is found to be acceptable.
 - c. 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.

- iv. 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 first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding 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.
- v. **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) Provision 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.
- vi. **Form of Appeal**
 - (a) An appeal under Para (1) or (3) above shall be in the Form (BF-V) 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.
- vii. **Fee for filling appeal**
 - (a) Fee for first appeal shall be rupees 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.
- viii. **Procedure for disposal of appeal**
 - (a) The first appellate authority or second appellate authority, as the case may be, upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - (b) On the date fixed for 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 free of cost.

The order passed under sub-clause (c) above shall be placed on the State Public procurement Portal.

50. 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 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 any-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 coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part 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.

A Bidder may be considered to be in conflict of interest with one or more parties in 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 purposes of the Bid; or
 - d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions 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 Services that are the subject of the Bid; or 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.
51. The agreement may be terminated at any time on default in service or without assigning any reasons by the University.

52. Legal Jurisdiction: -

All legal proceedings, if necessary, arise to institute may by any of the parties (University or contractor) shall have to be lodged in courts situated at Jaipur in Rajasthan and not elsewhere.

Signature of the Owner/ Bidder with Seal

Name: _____

Address: _____

Email: _____ **Mobile** _____

(Signature)

Chapter - 7

FINANCIAL BID

Open Bid for Purchase of SMF Batteries for UPS with Buyback Offer of Old Batteries

General Information

Name of the Firm:			
Name of Bidder/Proprietor			
Address:			
Name of the Proprietor:			
Registration Number:			
TIN No.:			
Telephone No.:(O)	Office (LL):	Mobile No.(s):	Fax. No.(s)

Job Description	Rate (in INR) per an applicant								
	(Consolidated rate for all jobs mentioned)								
	Make	Basic Rate	GST %	GST Amount per Battery	Total Amount per Battery	Buy Back per Battery	Net Amount per Battery	Quantity	Total Bid amount
	1	2	3	4	5 (2+4)	6	7 (5-6)	8	9 (7x8)
1. Branded 65 AH/ 12V SMF Battery for UPS with at least 3 Year Warranty and Buyback of old batteries of UPS								2x26 = 52	
2. Branded 75 AH/12V SMF Battery UPS with at least 3 Year Warranty an Buy Back of old Battery								1x24 = 24	
Total Amount in INR (in Words)	Please Do not Quote Price Here.								

Note:

- The rate quoted shall be inclusive of all taxes . No addition levy shall be paid.
- The any change in GST during contract shall be applicable

Signature of the Owner/ Bidder with Seal

Name : _____

Address : _____

Email : _____ **Mobile:** _____

Bid Letter

To,

Director
Infonet Centre
University Of Rajasthan
Jaipur-

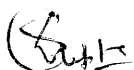
Ref: Tender Notice: _____

Sir,

I/We declare:

1. That we are reputed Suppliers for Batteries of makes like _____.
2. That we are equipped with adequate spares and standby Batteries for providing satisfactory services as per the Contract terms and conditions.
3. I/We hereby offer to supply the Goods/Services at the prices and rates mentioned in the Commercial Bid as per Chapter-7.
4. **Period of Delivery:**
We do hereby undertake that, in the event of acceptance of our Bid, the supply of Goods/Services shall be made and delivered within the due date of delivery as stipulated in the Work order and that we shall perform the entire incidental services related to the supply.
5. **Terms of Delivery:**
The prices quoted are inclusive of all charges, inclusive of installation of the Batteries at the locations mentioned in the Chapter-5.
6. We enclose herewith the complete Technical Bid as required by you. This includes:
 - a. Bid Letter
 - b. Technical Specifications of the Batteries Offered
 - c. Warranty
 - d. All brochures and documents for all items offered
7. We agree to abide by our offer for a period of 180 days from the date of opening of Commercial Bid and that we shall remain bound if a communication of acceptance within that time is made by Infonet Centre, University of Rajasthan, Jaipur.
8. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the 'Bidder' and we do hereby undertake to supply as per this terms and conditions.
9. **Certified that I/we am/are:**
A sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietorship

Or



A partnership firm and the person signing the Tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the tender is the constituted attorney.

10. We also undertake that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and placement of Letter of Intent awarding the contract shall constitute a binding contract between us.

11. I/We further confirm the following:

- Rates quoted are the best possible and conform to those, if any, offered by us to any other organization.
- I/We hereby agree to maintain the price and configuration until execution of the entire order. However, should there be a fall in the prices between the date of submission of bid under this Tender and the date of delivery of the Batteries ordered for, on account of revision in prices of any components or on account of revision in duties and taxes or for any other reason whatsoever, the benefit shall be passed on to Infonet Centre, University of Rajasthan, Jaipur. Similarly, if the model of the Batteries ordered for is replaced in the market by models of better technology or configuration before it is delivered, delivery should be of the latest configuration / technology without any price implication.
- I/We would maintain appropriate and adequate stand-by Batteries.
- I/We have read, understood and agree to accept all the terms and conditions of this Tender Document.

Dated this day of

Details of the Enclosures.

Signature of the Bidder

Full Address:

Telephone No.:

Fax No:

E-mail Address:

Note: Any other relevant point deemed fit by the Bidder may be incorporated in the Bid Letter.

I/we M/s.....(Name of Bidder Company) are not black listed in any department of Government of Rajasthan/GOI/by and University/PSU.

TECHNICAL BID COMPLIANCE SHEET

Name of the Firm:	
Name of Bidder/Proprietor	
Address:	
Name of the Proprietor:	
Registration Number:	
TIN No.:	
GSTIN NO	
Telephone No.:(O)	Office (LL): Mobile No.(s): Fax. No.(s)

S. No.	Detail	Amount	DD No.	Date
1.	Cost of Bid Document	Rs. 100		
2.	Bid Security (BS) Deposit or EMD	Rs. 9000		

Technical Specification for 65AH SMF Battery

S. No	Items	Specification	Compliance
1.	CAPACITY	65 AH	
2.	MODEL /MAKE	Reputed Brand	
3.	Type	SMF - Sealed Maintenance Free	
4.	Each Battery Voltage	12 V	
5.	Approximate Weight \pm 5%	20.3 Kg or lesser	
6.	Warranty	3 years unconditional replacement	
7.	Case Material	ABS plastic styrene or high-grade poly propylene	
8.	Period of Manufacturing	Battery should not be manufactured six months earlier than the date of supply	

Technical Specification for 75 AH SMF Battery

S. No	Items	Specification	Compliance
1.	CAPACITY	75 AH	
2.	MODEL /MAKE	Reputed Brand	
3.	Type	SMF - Sealed Maintenance Free	
4.	Each Battery Voltage	12 V	
5.	Approximate Weight \pm 5%	20.3 Kg or lesser	
6.	Warranty	3 years unconditional replacement	
7.	Case Material	ABS plastic styrene or high-grade poly propylene	
8.	Period of Manufacturing	Battery should not be manufactured six months earlier than the date of supply	

Note:

The quotation should be as per the format supplied. Offers in any other format will not be evaluated.

1. Attach relevant brochures for Batteries.

2. The make of the Batteries should be of reputed brand.

3. A Bidder should be manufacturer or authorized distributor cum service provider of principal manufacturer for items being quoted of the tendered items. Enclose the valid documentary proof for the same.

4. The bidder should enclose a copy of quality certificate from a recognized institution for their manufacturing/distributor facilities anywhere located in INDIA or abroad.

5. The Registration number of the firm along with the GST No. allotted by the Authorities, as well as PAN Number of the firm allotted by the Income Tax authorities should be submitted, failing which vendor's bid would become invalid and same shall be rejected.

6. Upon verification, evaluation/ assessment, if in case any information furnished by the vendor is found to be false / incorrect, their total bid shall be summarily rejected and no correspondence on the same shall be entertained.

Date:

Signature of bidder

Place:

Name:

Designation:

Address:



Declaration by the Bidder regarding Qualifications

I/We M/s. represented by its Proprietor/managing Partner/Managing Director/ Partner having its Registered Office at and its workshop offices at do declare that I/we have carefully read all the conditions of bid no. Dated.....including all the amendments in..... Ref.for Supply of SMF Batteries for UPS with Buyback Offer of Old Batteries for Infonet Centre, University of Rajasthan, Jaipur the year 2024-25 and accepts all conditions of bid including amendments, if any.

I/We agree that the Director, Infonet Centre, University of Rajasthan, JLN Marg, Jaipur may forfeit bid security and or performance security and debar me/us for a period specifying in orders, if any information/document furnished by us is proved to be false/fabricated at the time of inspection and not complying with the terms and conditions of the bid document as presented in bid, GCC/SCC and other relevant documents.

In relation to my /our bid submitted to Director, Infonet Centre, University of Rajasthan, JLN Marg, Jaipur- 302004 for procurements of Supply of SMF Batteries for UPS with Buyback Offer of Old Batteries in response to their Notice Inviting Bids No..... Dated.....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 specified in bidding document;
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my /our business activities suspended and not the subjected of legal proceedings 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 conduct or the making of false statement or misrepresentations as to my/our professional conduct or the making of false statements 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 proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name:

Designation:

Address:



(Shall be submitted on letter head of firm)

Average Gross Annual turnover statement

The Average Gross Annual Turnover of M/s.....(Name of Firm)..... and address for the past three years are given below and certified that the statement is true and correct:-

S. NO.	Financial Years	Turnover in Lakhs (Rs)
1.	2022-23	
2.	2023-24	
3.	2024-25	
	Total	Rs. _____ Lakhs
Average gross annual turnover		Rs. _____ Lakhs

Note:- Turn over for the year 2024-25 may also be considered, if the accounts are audited and certified by C.A. It is also certified that the net worth of the Firm is positive.

Date

Signature of the bidder

Signature of Auditor/Seal
Chartered Accountant

(Name & Address)

Tel. No.

Mob. No.

**Memorandum of Appeal under the Rajasthan Transparency in Public
Procurement Act, 2012**

[See rule 83 of RTPP]

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 that passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions 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. Ground of appeal:

.....
.....
.....
.....(Supported by an affidavit)

7. Prayer:

.....
.....
.....

Place

Date

Appellant's Signature



AGREEMENT

1. This deed of agreement is made on this _____ day of _____ 2025 for the rate contract for Delivery, Installation, Commissioning and related services of Branded SMF Batteries for UPS on buy-back basis.
2. ending _____ of services of _____ between M/s _____
represented by shri _____ Proprietor/Managing Director/
Managing Partners having its registered office at _____ and its
factory / office premises at _____ (hereinafter called "the
approved Service Provider", which expression shall where the context so admits, be deemed to
include his heirs successors, executors and administrators unless excluded by the contract) on the
one part and the INFONET Centre, University of Rajasthan, Jaipur represented by its Director or
Registrar or Comptroller Finance having its office at JLN Marg, Jaipur, Rajasthan (hereinafter
referred to as "The Procuring Entity" which term shall include its successors, representatives,
executors, assigns and administrator unless excluded by the contract) on the other part.
3. Whereas the Service Provider/Contractor has agreed with the Procuring Entity, the Reports & other
deliveries with specifications mentioned in the Schedule attached here to at the prices noted here
in and in the manner and under the terms and conditions here in after mentioned to the University
of Rajasthan, Jaipur of the State of Rajasthan at its head office as well as at offices throughout
Rajasthan, all those articles/works set forth in the schedule appended hereto in the manner set forth
in the conditions of the bid and contract appended herewith and at the rates set forth in format
(Approved Rate.....) of the said attached schedule.
4. And where as the approved Service Provider has deposited with the Procuring Entity a sum of
Rs. (In words Rs. only) as security deposit for the due and faithful performance of this
agreement, to be forfeited in the event of the Service Provider failing duly and faithfully to perform
it. Now this present witness that for carrying out the said agreement in this behalf into execution the
Service Provider and the procuring entity do hereby mutually covenant, declare, contract and agree
with each other of them in the manner following, that is to say,
 - (i) The term "Agreement", wherever used in this connection, shall mean and include the term
and conditions contained in the invitation to bid floated for the work for Infonet Centre,
University of Rajasthan, Jaipur, the instruction to Bidders, particulars hereinafter defined and
those general and special conditions that may be added from time to time.
 - (ii) (a) The agreement if for the work by the Service Provider to the Procuring Entity of performance
of work specified in the Schedule attached here to at process noted against each there in
on the terms and conditions set forth in Agreement.
(b) The Agreement shall be deemed to have come into force with effect from the date
_____, and it shall remain in force for a period of twenty four months or as for
extended period.
(c) The indicative quantity noted indicates only the probable total requirements of the Procuring
Entity in respect of each work for the placement of work orders. This quantity may increase

or decrease at the discretion of the Procuring Entity. The Service Provider shall deliver for the Reports and other deliveries on the basis of the work orders placed to Service Provider from time to time by the procuring authorities specifying the quantities required to be delivered at the specific location in the state of Rajasthan as mentioned in bid document.

5. Now these Presents witness:

- (a) In Consideration of the payment to be made by the University of Rajasthan, Jaipur or Incharge offices at the rates set forth in the schedule hereto a appended the approved Service Provider will duly supply the said articles set forth in Schedule of Rates and work order thereof in the manner set forth in the conditions of the bid and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- (b) The conditions of the bid and contract for open bid enclosed to the bid notice No. _____ Dated _____ & corrigendum no. _____ and also appended to this agreement will be deemed to be taken as Dated _____ and also appended to this agreement will be deemed to be taken as part of this bid and are binding on the parties executing this agreement.
- (c) Letters received from Bidder and letters issued by Infonet Centre, University of Rajasthan, Jaipur in the regard of this bid and also as appended to this agreement shall also form part of this agreement.
- (d) (a) University do hereby agree that if the approved Service Provider shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, University will through Demand Draft/RTGS Transfer or cause to be paid to the approved Service Provider at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
(b) The mode of payment will be as specified in terms & conditions through RTGS/ banker's cheque /Demand Draft etc.


6. The delivery shall be effected and completed within the period noted below from the date of work order:

S.N.	Works Quantity	Delivery Period
1.	As work orders	As per terms & conditions of bid of the bid

7. Liquidated damages (L.D.) shall be as per Bid conditions.

8. Termination of contract on breach of condition

- (i) (a) In case the Service Provider fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the Service Provider as performance security and cancel the contract.
(b) In case the Service Provider fails, neglects, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the procuring entity or any such failure, neglect or refusal, to put an end to this agreement and thereupon every article, cause and thing herein contained on the part of the procuring entity shall cease and be void, and in case of any damage, loss, expense, difference in cost or other moneys from out of any moneys for the time being payable to the Service Provider under this and/or any other contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the



procuring entity to appropriate the performance security made by the Service Provider as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the procuring entity shall have sustained, incurred or been put to by reason of the Service Provider having been guilty of any such failure, negligence or refusal as aforesaid or other breach in performance of this contract.

(c) If at any time during the course of the contract, it is found that any information furnished by the Service Provider to the procuring entity, either in his bid or otherwise, is false, the procuring entity may put an end to the contract/agreement wholly or in part and thereupon the provision of clause (a) above shall apply.

(ii) The procuring entity reserves the right to terminate without assigning any reasons therefore the contract/agreement either wholly or in part without any notice to the Service Provider. The Service Provider will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the procuring entity.

(iii) Notice etc. in writing

All certificates or notice or orders for time or for extra, varied or altered supplies, which are to be the subject of extra or varied charges whether so described in the agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.

(iv) The Service Provider shall not in any way be interested in or concerned directly or indirectly with, any of the officers or subordinate or servants of the procuring entity, in any trade, business or transactions not shall the Service Provider give or pay or promise to give or pay such officer or subordinate or servant directly or indirectly any money or fee or other consideration under designation of "custom" or otherwise; nor shall the Service Provider permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the procuring entity obtained in first hand.

(v) Bankruptcy of the Service Provider:- In case the Service Provider at any time during the continuance of the contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the procuring entity to put an end to the agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the procuring entity, shall cease and be void and the procuring entity shall have all the rights and remedies given to him under the preceding clauses.

(vi) Serving of notice on Service Provider:- All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Service Provider, if delivered/e-mailed to him or left at his premises/e mail address, place of business or abode.

9. In addition to the recourse available in the bidding documents or the contract, the bidding process shall also be subject to the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under. All terms and conditions of the bid shall be an integral part of the contract.

10. Jurisdiction:

All actions, proceedings and suits arising from or connected to this Agreement shall be subject to the exclusive jurisdiction of courts in Jaipur.

In witness whereof the parties here to have set their hands on the day _____
of _____ 2025.

**Signature of the approved
Bidder with Seal**

**Director,
For and on behalf of
Infonet Centre,
University of Rajasthan, Jaipur**

Witness-1

Witness-1

Witness-2

Witness-2



FINANCIAL BID

Short term Bid for Purchase of SMF Batteries for UPS with Buyback Offer of Old Batteries

General Information

Name of the Firm:			
Name of Bidder/Proprietor			
Address:			
Name of the Proprietor:			
Registration Number:			
TIN No.:			
Telephone No.:(O)	Office (LL):	Mobile No.(S):	Fax. No.(S)

Job Description	Rate (in INR) per an applicant (Consolidated rate for all jobs mentioned)								
	Make	Basic Rate	GST %	GST Amount per Battery	Total Amount per Battery	Buy Back per Battery	Net Amount per Battery	Quantity	Total Bid amount
	1	2	3	4	5 (2+4)	6	7 (5-6)	8	9 (7x8)
1. Branded 65 AH/ 12V SMF Battery for UPS with at least 3 Year Warranty and Buyback of old batteries of UPS								2x26 = 52	
2. Branded 75 AH/12V SMF Battery UPS with at least 3 Year Warranty an Buy Back of old Battery								1x24 = 24	
Total Amount in INR (in Words)									

Note:

1. The rate quoted shall be inclusive of all taxes. No addition levy shall be paid.
2. The any change in GST during contract shall be applicable

Signature of the Owner/ Bidder with Seal

Name: _____

Address: _____

Email: _____ Mobile: _____

