UNIVERSITY OF RAJASTHAN

JLN MARG, JAIPUR, 302004

NOTICE INVITING BID

NIB No./F-9/G.Ad./E Procurement Cell/2023/ 15319 **Date:** 21-03-2023

Offline Bids in single stage two envelopes are invited from reputed Authorised Dealers/companies/firms for Annual Rate Contract for Annual Maintenance Contract (AMC) of Electronics and Electrical Items for one year, upto date 29.03.2023 at 02:00 PM. Details may be seen in the Bidding document available of the State Public Procurement Portal http//.sppp.raj.nic.in or our website www.uniraj.ac.in of the University of Rajasthan, Jaipur. The bidding document may be downloaded from there or can be obtained from G.Ad. (E-procurement Cell.)

UBN: URH2223SSCR00213,214

NIB: URH2223H0073

Registrar,
University of Rajasthan
Jaipur

UNIVERSITY OF RAJASTHAN
JawaharLal Nehru Marg,
Jaipur – 302 004, India

Bid DOCUMENT

FOR

RATE CONTRACT FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR ELECTRICAL ITEMS AS PER LIST ENCLOSED FOR ONE YEAR

Mode of Bid Submission	Off line (Sealed Envelope)
Procuring Entity	Registrar, University of Rajasthan, Jaipur-302004
Estimated Cost of Bid	Rs. 8,00,000/-
Last date & time of submission of complete Bid Form	**29-03-2023** Up to 2:00 PM
Date & Time of opening of Bid	**29-03-2023** at 3:00 PM

Cost of Bid Document : Rs. 1000/- (Rs. One Thousand Only)
Demand Draft/Banker's Cheque in favour of Registrar, University of Rajasthan, Jaipur.

Bid Security:- Bid security shall be 2% of the estimated value of offered quantity. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids. A bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government. Bid securing declaration shall necessarily accompany the sealed bid. The bid security may be given in the form of cash, a banker's cheque or demand draft.

Bid Document Fee Detail

Bidder's Name: _____

Address: _____

_____

_____

Phone: _____ **Fax :** _____

Email: _____

(1.) Bid document Fees:

Bank Demand Draft/ Banker's Cheque Detail:

Number: _____ **Dated:** _____ **Bank Name:** _____

for **Rs. 1000/-** only (Rs. One Thousand Only) in favour of **Registrar, University of Rajasthan, Jaipur**, payable at Jaipur

(2.) Bid Security Amount:

Rs. 16,000/- only (Rs. Sixteen Thousand Only) or mension as per page No.- one in favour of **Registrar, University of Rajasthan, Jaipur,** payable at Jaipur.

Name & Signature of Bidder with Seal

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Name & Signature of Bidder with Seal

Guidelines for Notice Inviting Bid (NIB)

1) Registrar, University of Rajasthan invites Bid from reputed firms/dealers/manufacturers for Rate Contract For Annual Maintenance Contract (AMC) for Electrical Items For One Year who meet the minimum eligibility criteria as specified in this bidding document.
2) The complete bidding document has been published on the website www.uniraj.in and http://sppp.raj.nic.in for the purpose of downloading.
3) A single stage two envelope selection procedure shall be adopted.
4) Bidder (authorized signatory) shall submit their offer for technical and financial proposal separately in sealed envelopes including, DD/BC for Bid document Fees and Bid Security at the office of procuring entity as prescribed in NIB.
5) No contractual obligation whatsoever shall arise from the RFP/bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidders.
6) Department disclaims any factual or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.
7) The Provisions of "The Rajasthan Transparency in Public Procurement Act. 2012 & The Rajasthan Transparency in Public Procurement rules 2013 & Amendment Rule 2016 & Amendment Rule 2016 " will also apply.

Registrar,
University of Rajasthan
Jaipur

Name & Signature of Bidder with Seal

CHAPTER-1

SCHEDULE OF BID

NIB No. and Date	**F.9/G.Ad./e-procurement Cell/2023/.15319-B** **Date:** 21/2/23
Name of the work	Rate Contract for Annual Maintenance Contract for Electrical Items as per list Enclosed for One Year
Cost of the Bid Document (non-refundable)	Rs. 1000/- Demand Draft/ Banker's Cheque in favour of Registrar, University of Rajasthan, Jaipur
Place of information about the work and Bid documents	Office of the Registrar, University of Rajasthan, Jaipur in G.Ad. (eprocurment Cell)
Last date & time for submission of Bid Document including Bid Fee, EMD, Technical and Financial Bid and Other Related Documents	**29-03-2023 Up to 2:00 PM** **University of Rajasthan, JLN Marg, Jaipur**
Bid Opening of Date, Time & Venue	**29-03-2023 at 3:00 PM** **V.C. Secretariat, University of Rajasthan, Jaipur**
Websites of downloading Bid Document, Corrigendum's, Addendums etc.	www.uniraj.ac.in or http://sppp.raj.nic.in
Bid Validity	90 days
Bid Security as per rule 42 of RTPP Rules 2013	Rs. 16,000/- in favour of Registrar, University of Rajasthan, Jaipur

Note:

(1) Bidders are advised to study the Bid Document, the Rajasthan Transparency in Public Proc. Act, 2012, and Rules 2013 & Amendment Rule 2016 carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Bid Document, Act & Rules with full understanding of its implication.

(2) The procuring entity reserves the right to accept or reject any bid and to cancel the bidding Process and reject all bids without assigning any reason at any time prior to contract award without thereby incurring any liability to the bidders.

(3) Bidders must ensure compliance to point 4.14.4 and enclose required documents carefully to avoid their disqualification.

(4) The University shall not be responsible for any delay in submission of the Bids/Documents.

Registrar,
University of Rajasthan
Jaipur

Name & Signature of Bidder with Seal

CAPTER – 2

NOTICE INVITING BIDS: TERMS

OFFICE OF THE REGISTRAR, UNIVERSITY OF RAJASTHAN, JAIPUR
Phone No.: 0141-2706813
Fax No.: 0141-2709582
Email Address: registrar@uniraj.ernet.in

NOTE:

The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" and the "Rajasthan Public Procurement Rules, 2013 & Amendment Rule 2016" under the said act have come into force which are available on the website of State Public Procurement Portal http://sppp.raj.nic.in. **Therefore, the bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If, there is any discrepancy between the provisions of the Act and Rules and this Bidding document, the provisions of the law shall prevail.**

NIB No: F-9/G.Ad./e-procurement Cell/2023/1539-B **Date: 2.1.23.25**

1. Single Stage unconditional sealed bids are invited on behalf of the University of Rajasthan, Jaipur for **Rate Contract for Annual Maintenance Contract for Electrical Items for One Year** from the Original Manufacturer/Authorised Dealers/ Bonafide Dealers upto 2.00 PM on **29-03-2023**.
2. Bidding Document containing Instructions to Bidders, Bid Data Sheet, Evaluation and Qualification Criteria, Bidding forms, Procuring Entity's Requirements, General Conditions of Contract, Contract Data/ Special Conditions of Contract, Contract Forms, etc. can be seen at the website or obtained from the office of the Registrar, University of Rajasthan, Jaipur during office hours on working days up to one day before the date of opening of Bids, by paying a non-refundable price of Rs. 1000/- (One Thousand only) in the form of Banker's cheque/Demand Draft of a Scheduled Bank in India. Alternatively, these may be seen and downloaded from our official website www.uniraj.ac.in or http://sppp.raj.nic.in. The price of Bidding Document may be paid along with user charges/ processing fee, at the time of submission of the Bid.
3. Bid document prepared in accordance with the procedure enumerated in **"Instructions to Bidders"** should be submitted to the Registrar, University of Rajasthan, Jaipur not later than the date and time, notified in **"Schedule of Bid"**
4. **Bids submitted after the specified date and time shall not be accepted.** The Bids shall be opened at **3.00 PM on 29-03-2023** in the office of the Registrar, University of Rajasthan, Jaipur in G.Ad. (eprocurment Cell) by the procuring committee in the presence of the Bidders or their representatives who wish to be present.
5. **In case due date happens to be holiday, the Bid will be accepted and opened on the next working day. The timing will remain the same.**
6. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
7. The Bidders shall have to submit a valid GST Registration Certificate and GST clearance certificate and the 'PAN' issued by Income Tax Department.

Registrar,
University of Rajasthan, Jaipur

Name & Signature of Bidder with Seal

CHAPTER-3

SCOPE OF THE WORK

Rate contract for annual maintenance for Electrical goods as per list Enclosed (AMC) for One Year for different equipment installed in various departments of the University of Rajasthan, Jaipur

3.1. Full comprehensive annual rate contract means service and replacement of malfunctioning spares/parts for proper function of all systems and sub-systems.

3.2. Bidder shall have to keep sufficient trained and qualified man power/engineers for repairing/maintenance work to ensure timely repairs and also for quality works. The engineer(s) would be equipped with Mobile phones to ensure their availability.

3.3. After successful completion of maintenance/repairing work, it is the Bid responsibility to give test of the repaired equipment onsite.

3.4. During the work any damage to the AMC property that will be recovered from contractor's account.

3.5. Bidder shall have to work according to as per Bid documents.

3.6. Maintenance includes the physical cleaning of the system and its associated peripherals and replacement of malfunctioning spares/ parts for proper functioning of all systems and sub-systems listed below by the Contractor.

3.7. If any part gives repeated problems, i.e., 2 repairs in a minimum period of two-month time, then the contractor must replace it immediately with a new original part.

3.8. Maintenance includes replacement of each and every malfunctioning part of related items listed in Format-7 and all the plastic parts except consumables are under this AMC by the Contractor.

3.9. All parts to be replaced by the Contractor must be of the same make. In case it is not possible, the same must be of better or equivalent quality. In the service report, the details regarding the part number and serial number (if any) must be brought out clearly.

3.10. SCOPE OF WORK:

3.10.1. Air Conditioner Window/Split: Full comprehensive annual Maintenance contract for Window/Split ACs 1.5/2.0 ton, including of oiling, cleaning of filters and jet cleaning of Grill of indoor and/or outdoor unit at least two times one before summer and one after summer repair of compressor & motor, gas charging, Thermostat and other spare parts, checking of leakage.

3.10.2. Refrigerator: Full comprehensive annual Maintenance contract for Refrigerators (Single Door/Double Door) including of oiling, defrosting cleaning and repair of compressor, gas charging, spare parts

3.10.3. Drinking Water Cooler: Annual Maintenance for Water Cooler (80/150/170 Ltr.etc.), including cleaning of storage tank and tap service contract include replacement of compressor, fan motor and other parts

3.10.4. Ducting Air Coolers: Comprehensive annual maintenance of ducting air coolers, cleaning of filters and pads, cleaning of ducts, compressor etc.

3.10.5. R.O. 5,10,25,50 and 100 Ltr. : Annual Maintenance for R.O. System, Filter change, membrane change, carbon change, transformer change, pump change, pre filter change.

Name & Signature of Bidder with Seal

CHAPTER 4

CRITERIA FOR TECHNICAL EVALUATION AND QUALIFICATION

(The certified copies of certificates/information should be attached with the Technical Bid)

4.1 Duly signed Bid document.
4.2 This Invitation for Bids is open to all Firms/Authorized Dealers/Bonafide Dealers in response to this NIB
4.3 Detail of Bidder/Firm/Company
4.4 Address and Contact Details
4.5 DD/Banker's Cheque for Bid document Fees
4.6 DD/Banker's Cheque for Bid Security
4.7 Registration Certificate of SSI Unit, if any
4.8 Self-Declaration for unblemished record
4.9 GST Registration Certificate
4.10 GST Clearance Certificate upto 2021-22.
4.11 Copy of PAN Card
4.12 Copies of certificates of incorporation of the Firm/Registration of Partnership, Company, Proprietary Certificate etc.
4.13 Dealership Certificate, if any
4.14 Supporting document of infrastructure, if any
4.15 Certificate issued under Rajasthan Shops and Establishment Act/Rules
4.16 The Bid is for Rate Contract for Annual Maintenance Contract (AMC) for Electrical Items for One Year.

4.17 Bid Security:- Bid security shall be 2% of the estimated value of offered quantity. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids. A bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government. Bid securing declaration shall necessarily accompany the sealed bid. The bid security may be given in the form of cash, a banker's cheque or demand draft.

Bid without appropriate Bid security shall not be accepted. The Bid Security must remain valid Thirty days beyond (or extended) validity period of the bid.

The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

4.18 Turnover:- Last 3 years Average Turnover of Firm Rs. 10.00 Lakh which Certified by C.A.

4.19 Experience:- 3 years of Experience in working with Government of Rajsthan/ Ministry of GOI, Universities,Higher education institutions.& PSUS.

Name & Signature of Bidder with Seal

CHAPTER-5

INSTRUCTIONS TO BIDDERS

5.1 GENERAL INSTRUCTIONS

5.1.1 Abbreviations &Definitions:

The following definitions shall govern for the respective terms as hereinafter mentioned in this document:

5.1.1.1 **"Bidder"** means any Individual, Sole Proprietor, Partnership Firm, Pvt. Ltd. Company or Ltd Company who is participating in the Bid.

5.1.1.2 **"Tendering Authority"** means The Registrar, University of Rajasthan, Jaipur or any Officer or competent authority of University of Rajasthan, Jaipur who has been authorized to issue a work order under this contract

5.1.1.3 **"Firm/Company"** shall mean the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services.

5.1.1.4 **"Contract period"** means the agreement entered into between the Tendering Authority and the Firm/Company , as recorded in the document signed by the parties, including all the attachments and appendices there to, and all documents incorporated by reference therein;

5.1.1.5 **"The Goods"** means all the material/ services, which the Firm/Company is required to supply to the Tendering Authority under the Contract;

5.1.1.6 **"Services"** means services ancillary to the Scope of Work hereinabove, transportation, any other incidental services and other obligations of the Firm/Company covered under the Contract;

5.1.1.7 **"The Contract Price"** means the price payable/receivable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;

5.1.1.8 **"working/Business Day"** means a working day.

5.1.1.9 **"University"** means University of Rajasthan, Jaipur.

5.1.1.10 **"Bid Security".As per mension in chapter four and S.N. 5.6.3**

5.1.1.11 **"Performance Guarantee"; 2.5% or Applicable as per Govt. orders.**

5.1.2 The Bidder is expected to have read and examined all the instructions, forms, terms & conditions and specifications in the Bid Document with full understanding of its implications. Failure to furnish all information required in the Bid document or submission of bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in outright rejection of the bid.

5.1.3 Terms & conditions contained in GF&AR Part-II and Rajasthan Transparency in public procurement act, 2012 and the Rajasthan Transparency in public procurement rules, 2013 & Amendment Rule 2016 shall also apply.

5.2 PERIOD OF CONTRACT

The contract shall be initially for a period of **one year** on case-to-case basis from the date of issuance of Letter of Award. However, the contract may be renewed further as per procurement rules on the basis of performance of work provided that both parties agreed on mutual terms and conditions as specified in the contract.

5.3 ELIGIBILITY CRITERIA

5.3.1 Only those bidders who fulfill the eligibility criteria mentioned in **Chapter-4** are eligible to RESPOND. Offers received from the bidders who do not fulfill all or any of the following eligibility criteria are liable to be rejected.

5.3.2 The bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily.

5.3.3 Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made.

Name & Signature of Bidder with Seal

5.3.4 The tendering authority reserves the right to verify/evaluate the claims made by the Firm/Company independently.

5.4 COST OF BID DOCUMENT

The Bidder shall deposit Rs. 1000/- (Rupees One Thousand Only) being the cost of the Bid document. It can be done by way of a Demand Draft/ Banker's Cheque favoring The Registrar, University of Rajasthan, Jaipur, payable at Jaipur. Bid document can be downloaded from the site http://www.uniraj.ac.in or http://sppp.raj.nic.in.

It is an absolute must that the cost of Bid document is paid as directed; otherwise the offer shall stand summarily rejected and no correspondence in this matter shall be entertained.

5.5 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and electronically submission of its Bid and the Tendering Authority shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

5.6 BIDDING DOCUMENT

5.6.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in rejection of the bid. The Bid offer is liable to be rejected out rightly without any intimation to the Bidder if complete information as called for in the Bid document is not given therein, or if particulars asked for in the Forms/Performa in the Bid are not fully furnished.

5.6.2 A Prospective Bidder requiring any clarification in the Bid document may notify the Tendering Authority in writing or by mail at the mailing address as indicated. The Tendering Authority will respond in writing or by mail to any request for clarification of the Bid Document received not later than 2 days prior to the last date for the receipt of bids prescribed Written copies of the response (including an explanation of the query but without identifying the source of enquiry) may be sent to all prospective bidders who have received the Bid.

5.6.3 Bid Security:- Bid security shall be 2% of the estimated value of offered quantity. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids. A bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government. Bid securing declaration shall necessarily accompany the sealed bid. The bid security may be given in the form of cash, a banker's cheque or demand draft.

Bid without appropriate Bid security shall not be accepted. The Bid Security must remain valid Thirty days beyond (or extended) validity period of the bid.

The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

5.7 AMENDMENT OF BIDDING DOCUMENT

5.7.1 At any time prior to the deadline for submission of bids, the Tendering Authority may,

Name & Signature of Bidder with Seal

for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete criteria/conditions in the bidding document.

5.7.2 All prospective bidders who have received the bidding documents shall be notified of the amendment in writing and the same shall be binding on them.

5.7.3 In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids.

5.8 NON TRANSFERABLE BID

The Bid document is not transferable.

5.9 REJECTION OF BIDS

The University of Rajasthan, Jaipur reserves the right to accept / reject / release or relax any or all or part of the bids received on the due date without assigning any reason, whatsoever.

5.10 LANGUAGE OF BIDS

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Tendering Authority shall be in Hindi or English. Wherever the correspondence is not in Hindi, English, requisite translation should be attached, and the English version shall prevail in case of dispute.

5.11 BID FORM

The Bidder shall complete the Bid Form as mentioned herein Format-1 to 7 wherever applicable.

5.12 BID CURRENCY

Prices shall be quoted in Indian Rupees only. The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices.

5.13 BID SECURITY

5.13.1 Bidders are required to submit the Nationalized bank DD/Banker's Cheque only (without interest) of appropriate amount **(Rs. 16,000/-)** valid for three months from the date of issue, as Earnest Money Deposit. This Demand Draft must be drawn in the name of **Registrar, University of Rajasthan, Jaipur** payable at Jaipur. Offers made without Bid Security Deposit shall be rejected. For SSI Units registered in Rajasthan partial exemption will be accorded as per The Rajasthan Transparency in Public Procurement Rules 2013 & Amendment Rule 2016."Rule -42 Applicable"

5.13.2 The Bid Security deposit lying with Department/office in respect of other Bid awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/ security money for the fresh Bid. The Bid Security may however, be taken into consideration in case Bid are re-invited.

5.13.3 Unsuccessful Bidder's Bid Security Deposit shall be discharged/ returned within 30 days after the expiration of the period of Bid Offer validity prescribed in this Bid.

5.13.4 The successful Bidder's Bid Security Deposit shall be discharged upon the Bidder executing the Contract Form and furnishing the Performance Security/Security Deposit.

5.13.5 The Bid Security Deposit shall be forfeited and Bid shall be rejected:

a) If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid form or

b) In case of a successful Bidder, if the Bidder fails:

i. To sign the contract form in accordance with the terms and conditions.

ii. To furnish performance security/security deposit as specified in this Bid.

iii. To execute the agreement if any, within time.

iv. To execute the supply/work order, within time prescribed.

Name & Signature of Bidder with Seal

5.14 SUBMISSION OF BID

5.14.1 The Bid shall comprise of two packages containing three separate envelopes. Each envelope shall contain separately the

a)Covering Letter, Cost of Bid Document and Bid Security
b) Technical Bid
c) Financial Bid

5.14.2 The envelop (a) shall be marked as **"COVERING LETTER, BID DOCUMENT FEE AND BID SECURITY"** in bold and legible letters to avoid confusion.

5.14.3 All the documents regarding envelop (a) viz. Covering Letter and Bid Security prepared and sealed as hereinafter directed are to be kept in a single sealed cover super-scribed with the words **"BID FOR RATE CONTRACT FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF ELECTRICAL ITEMS FOR One Year"**. Cover of envelope thus prepared should also indicate clearly the name and address of Bidder, to enable the Bid to be returned unopened in case it is received after the specified date and time.

5.14.4 TECHNICAL BID

A. Technical BID shall contain the certified copies of following documents. Original copies shall be kept ready at the time of opening of the Bid.

The list of documents to be submitted for Technical Offer is as follows

1. Details of Bidder/ Firm/ Company
2. Demand Draft/Banker's Cheque for Bid Security and Bid document Fees.
3. Bid offer form duly filled in.
4. Registration certificate of SSI in duly attested by any Gazetted Officer along with required Declaration, if applicable for Bidders claiming Partial Exemption (submitted to the office of Registrar, University of Rajasthan, Jaipur).
5. **Bid Form and Undertaking**
6. Self Declaration for unblemished record (Notarized Affidavit)
7. **Registration Certificates**
   i. GST Registration Certificate from concerned Government Department and GST payment Challan from concerned Government Department as on 1st April 2022.
   ii. Copy of the PAN Card.
   iii. Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
8. **Financial & Infrastructure**
   i Copies of its audited financial statements
   ii Supporting documents of Technical Infrastructure.

B. The Technical Bid shall be complete in all respects and contain all information asked for, except prices. It shall not contain any price information. The Technical Bid shall indicate whether all services asked are quoted for and that all requirements therefore are also quoted for. No documents, brochures, etc. shall be submitted in loose form.

C. Language of Proofs: In case any of the Documents submitted is in a language other than Hindi or English, a certified copy of translation of the same in Hindi or English should be enclosed and the translation should also be certified by the professional who has otherwise certified the said proofs.

D. The envelope of the technical bid shall be marked as **"TECHNICAL BID"** in bold and legible letters to avoid confusion.

5.14.5 COMMERCIAL BID

5.14.5.1 The Commercial bid shall be on fixed price basis, inclusive of all taxes. There should be no hidden charges. Price quotation accompanied by vague and conditional expressions such as "Subject to immediate

Name & Signature of Bidder with Seal

acceptance", "Subject to confirmation" etc. shall be treated as being at variance & shall be liable for rejection.

5.14.5.2 Commercial Bidshall be submitted in DECLARATION OF PRICE SCHEDULE **(Format-7)** only.

5.14.5.3 The Commercial bid envelope shall be marked as **"COMMERCIAL BID"** in bold and legible letters to avoid confusion.

5.14.6 All required attested documents must be submitted in Hindi or English Language. If documents are not in Hindi or English, they should be translated in Hindi or English and must be submitted along with the copy of original document.

5.14.7 All above mentioned documents should be under the name & address of premises where quoted items are actually manufactured.

5.14.8 Bid will be liable for outright rejection if-

- **Any rates are disclosed in Technical Bid.**
- **Any discount / special offers are made in Technical Bid.**

5.14.9 Bid form shall be typed or filled in ink. Bid filled in with carbon pencil shall not be considered.

5.14.10 The Bidder shall sign the Bid form on each page and at the end of Bid document in token of acceptance of all the term and conditions of the Bid.

5.15 SIGNING OF BIDS

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid, attesting them.

5.16 COMPLETENESS OF BIDS

The bid shall be summarily rejected if all or any of the above mentioned documents are not submitted with technical bid.

5.17 ERASURES OR ALTERATIONS

Offers containing erasures or alterations shall not be considered. There should be no Handwritten Material, corrections or alterations in the offer. Technical details must be completely filled in. Filling up of the Technical Detail Form using terns such as "OK", "Accepted", "Noted"," As given in brochure/Manual" is not acceptable. The purchaser may treat offers not adhering to these guidelines as unacceptable.

5.18 DEADLINE FOR SUBMISSION OF BIDS

5.18.1 For Submission of Bid, bidder must complete the bid submission stage as per schedule of the Bid. The bidders should ensure that their Bid is correctly prepared and then submitted before the expiry of the scheduled date and time. In the event of the specified date for the submission of Bids being declared as a holiday to the Tendering Authority, the bids shall be received up to the appointed time on the next working day.

5.18.2 The Tendering Authority may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of the Tendering Authority and Bidders subject to the deadline shall thereafter be subject to the deadline as extended.

5.19 LATE BIDS

No delay on account of any cause will be entertained.

5.20 WITHDRAWAL OF BIDS

5.20.1 The Bidder may withdraw the Bid after the submission, provided that written notice of the withdrawal is received by theTendering Authority prior to the deadline prescribed for submission of bids.

5.20.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security and the offer shall stands automatically rejected.

Name & Signature of Bidder with Seal

5.21 PERIOD OF VALIDITY OF OFFER

5.21.1 Bids shall be valid for acceptance for a period of 90 days from the date of opening of Technical Bid.

5.21.2 In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing and shall be binding.

5.22 EVALUATION COMMITTEE

The Technical and Commercial Committee constituted by the Vice-Chancellor, University of Rajasthan, Jaipur, shall evaluate the Bid. The decision of the Vice-Chancellor, University of Rajasthan in the evaluation of the Technical and Commercial bids shall be final.

5.23 OPENING OF BIDS

5.23.1 Immediately after the closing time and/or at any time and date specified thereafter, the Bid Opening Committee shall open the bids as per the schedule.

5.23.2 The technical bids shall be opened and listed for further evaluation. The Bidder's names, bid modifications or withdrawals, the presence or the absence of requisite Earnest Money Deposit and such other details as the Tendering Authority, at his discretion, may consider appropriate, shall be announced at the time of opening.

5.23.3 The commercial bids shall not be opened till the completion of evaluation of technical bids.

5.23.4 Bids shall be opened either in the presence of bidders or it's duly authorized representatives, whoever wish to be present.

5.23.5 The bidder representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be permitted to be present at the time of opening the Bid.

5.23.6 The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of their commercial offer.

5.23.7 The Tendering Authority shall negotiate with the lowest bidder so as to meet its expectation of a cost effective sustainable and economically promising solution. If the negotiation with lowest Bidder fails, the same shall be rejected and negotiation then shall be done with second lowest Bidder.

5.23.8 The Tendering Authority reserves the right to open Commercial Bid even if one Bidder qualifies the Technical Bid or only one Bid is received in response to the Bid Notice. However in the case of one Bid the power to negotiate with the Bidder will be reserved with the Tendering Authority.

5.24 CLARIFICATION OF BIDS

During evaluation of bids, the Bid Opening Committee may, at its discretion, ask the Bidder for a clarification of its bid. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

5.25 SCRUTINY OF THE BID

5.25.1 Preliminary scrutiny shall be made to determine whether bids are complete, whether any computational errors have beenmade, whether required Bid Security has been furnished, whether the documents have been properly signed.

5.25.2 Prior to the detailed evaluation, the Bid Opening Committee shall determine the substantial responsiveness of each bid. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.

5.25.3 If a bid is not substantially responsive, it shall be rejected by the Tendering Authority and shall not subsequently be maderesponsive by the bidder by correction of the nonconformity. Technical bid shall be evaluated in the following sub -steps:-

Firstly, the documentation furnished by the Bidder shall be examined prima facie to see if the technical skill base and financial capacity and other Firm/Company attributes claimed therein are consistent with the needs of this project.

Name & Signature of Bidder with Seal

In the second step, the Tendering Authority may ask the bidders for additional information, visit the Bidders site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid document. If it is found that the documents submitted by the bidder are not compatible with the actual situation at site, or if the document supplied by the bidder are found to be fraudulent or misrepresenting the facts, it shall render the bidder ineligible for further participation in the Bid process. The decision of the Tendering Authority in this regard shall be final and binding on the bidder and cannot be challenged.

In the third step, the Tendering Authority may ask the prospective bidders for the presentation regarding Technical Capability of the Bidders and understanding regarding the Project.

5.26 SELECTION PROCEDURE

5.26.1 The Technical evaluation shall be done by a Committee, constituted by the Vice-Chancellor, University of Rajasthan, Jaipur.

5.26.2 Bids shall be evaluated on both technical and commercial criteria. The information furnished by the Bidders in theTechnical Bid and presentation of the Bidder shall be the basis for technical evaluation.

5.26.3 Each proposal will be evaluated according to the following criteria:

1. Company's/Firm's Profile
2. Company's/Firm's exposure and experience with Government Organizations/ Public Sector/ Public sector undertakings and Departments,

5.26.4 The decision of the evaluation committee in the evaluation of the technical bids shall be final. No correspondence will beentertained outside the process of negotiation/discussion with the tendering authority.

5.27 CONTACTING THE TENDERING AUTHORITY

5.27.1 No Bidder shall contact the Tendering Authority in any matter relating to its bid; from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do so in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.

5.27.2 Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his Bid Security amount.

5.28 CORRUPT, FRAUDULENT PRACTICES AND MISREPRESENTATION

5.28.1 The Tendering Authority requires that the bidders/suppliers/Firm/Companies under this Bid observe the highest standards ofethics during the procurement and execution of such contracts.

5.28.2 For the purposes of this provision, the terms defined for CORRUPT, FRAUDULENT PRACTICES ANDMISREPRESENTATION will be as per Law.

5.28.3 The Tendering Authority shall reject a proposal for award if it determines thatthe Bidder recommended for award has engaged in corrupt or fraudulent practices incompeting for the contract in question.

5.28.4 The Tendering Authority shall declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

5.29 NOTIFICATION OF AWARD

Upon the successful bidder's furnishing of Performance Security /Security Deposit, the Tendering Authority shall promptlynotify each unsuccessful bidder and shall discharge their Bid security.

5.30 ACCEPTANCE OF BIDS

The Tendering Authority does not bind itself to accept the lowest or any other Bid. The Tendering Authority reserves the rights to accept any one Bid or reject all Bid.

Name & Signature of Bidder with Seal

5.31 PERFORMANCE SECURITY AND SIGNING OF CONTRACT

5.31.1 Within Ten (10) days of the receipt of notification of award from the Tendering Authority, the successful Firm/Company shall furnish the Performance Security/ Security Deposit in accordance with the Conditions of Contract, in the performance security/ Security Deposit form provided in this document or in another form acceptable to the Tendering Authority.

5.31.2 The Performance Security/ Security Deposit shall be denominated in Indian Rupees and shall be in the form of a Demand Draft/Banker's Cheque/FDR issued by a nationalized /scheduled bank located in India acceptable to the Tendering Authority in the form provided in the bidding documents.

5.31.3 The Performance Security/ Security Deposit shall be discharged by the Tendering Authority and returned to the Firm/Company after the expiry of the contract period/extension period/warranty/guarantee period.

5.31.4 Failure of the successful bidder to sign the contract (Format-5), proposed in this document (Conditions of Contract) and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Tendering Authority may make the award to another bidder or call for new bids.

5.32 BINDING CLAUSE

All decisions taken by the Tendering Authority regarding the processing of this Bid and award of contract shall be final and binding on all parties concerned. The Tendering Authority, reserves the right:-

- To vary, modify, revise, amend or change any of the terms and conditions in this Bid;
- To reject any or all the Bid/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

5.33 CONDITIONAL BID

Hypothetical, ambiguous or Conditional Bid shall be summarily rejected.

5.34 INTERPRETATION OF THE CLAUSES

In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

5.35 SECURITY DEPOSIT / PERFORMANCE GUARANTEE

5.35.1 The successful Firm/Company shall furnish Security Deposit as a Performance Guarantee of 2.5% (Two and half) of the total **value of purchase order** in the form of DD/BC/FDR in the name of Registrar, University of Rajasthan, Jaipur for the contract within Ten days of the receipt of notification of award/ Letter of intent from the Tendering Authority. This bank guarantee should remain valid for a period of one year beyond the contract period. On extension of the contract the successful Firm/Company shall have to extend the validity of this SD for the period for which extension has been awarded. This extended SD should also remain valid for a period of one year beyond the period of which extension has been granted.

5.35.2 For SSI Bidders registered in Rajasthan Security Deposit will be 1%.

5.35.3 If the Firm/Company fails to complete the Contract, The Registrar. University of Rajasthan, Jaipur shall have the right to cancel the order in full or part, forfeiting the Performance Security and the balance payments, if any.

5.36 SERVICE/ MAINTENANCE

Name & Signature of Bidder with Seal

5.36.1 Service is at the various Dept./Centre/Colleges University of Rajasthan, JLN Marg, Jaipur within the stipulated time mentioned in the purchase order. In case of delivery is /are not made in time, the University reserves the right to cancel the order without any liability of any loss incurred in the transition/delivery.

5.36.2 Only in case where the situation or cause is not under the control of bidder like strike, riot, war, fire & earthquake etc. the University may consider taking the services mentioned in the purchase order at its option.

5.36.3 The University has right to defer services on any or every item mentioned in the purchase order by giving oral notice to the bidder (which may be Confirmed later on in writing).

5.36.4 The bidder should ensure the good quality packing of the items/sparesand service mentioned in the purchase order.

5.36.5 The University will not bear the loss or damage under any circumstances due to damage/ breakage of articles/spare parts in the transit. The cost of the damage/broken articles would be deducted from the bill.

5.36.6 The University has right to amend the order and no claim will be allowed to bidder arising on this account.

5.36.7 If the University deems fit to inspect/test the spare parts by its authorized person, the cost of the same will be borne by the bidder.

5.36.8 Any item/spare part or service mentioned in the purchase order if found defective/ unsatisfactory or not found as per the specification as per the bidder's form, the University has right to cancel the order.

5.36.9 After the completion of the service/replacement/maintenance work as per purchase order, the bidder shall have to submit the bill in triplicate duly pre-receipted to the University along with the certificate that the service/replacement/maintenance work is/are as per the bidder's form.

5.37 PAYMENT TERMS

The payment shall be made as per the Schedule mentioned in **Chapter- 7 Para 7.1.**

5.38 CONFIDENTIALITY

5.38.1 Any information and data pertaining to the University or any other agency involved in the Contract matter concerning University of Rajasthan, Jaipur or with the agency that comes to the knowledge of the Firm/Company in connection with this contract shall be deemed to be confidential and the Firm/Company shall be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The Firm/Company shall ensure due secrecy of information and data not intended for Public distribution.

5.38.2 The affidavit on the following format to that effect should be submitted along with Security Deposit on appropriate Non judicial Stamp Paper duly attested by Public Notary:- "Certified that any information and data pertaining to the University of Rajasthan , Jaipur or any other agency involved in the Contract or matter concerning University of Rajasthan, Jaipur or with the agency that comes to the knowledge of the Firm/Company in connection with this contract will be deemed to be confidential and I /we are fully responsible for the same being kept confidential and held in trust, as also for all consequences of I / our personnel failing to do so. Also it is certified that I / we will maintain due secrecy of information and data will not be intended for Public distribution."

5.38.3 Notwithstanding anything contained in this Bid document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -

- impede enforcement of any law;

Name & Signature of Bidder with Seal

- affect the security or strategic interests of India;
- affect the intellectual property rights or legitimate commercial interests of bidders;
- affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

5.38.4 The procuring entity shall treat all communications with the selected bidder related to the procurement process in such manner as to avoid their disclosure to any other person not authorized to have access to such information.

5.38.5 The procuring entity may impose on the selected bidder and Firm/Company, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.

5.38.6 In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

5.39 SPECIAL CONDITIONS TO THIS CONTRACT

5.39.1 It shall be deemed that the bidder has got fully acquainted with the scope of the work, working and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.

5.39.2 The items indicated in the Bid for AMC is mere estimates and is intended to give an idea to the prospective bidders to enable them to decide whether they will undertake to provide service/maintenance of the respective equipment/item to University on most competitive rates.

5.39.3 The University of Rajasthan, Jaipur may extend the original contract of Firm/ Company, subject to original terms &conditions for a period deemed fit by him, but not exceeding one year, on mutual consent.

5.39.4 The contract for the supply can be repudiated at any time by University of Rajasthan, Jaipur, if the services are not made to his satisfaction after giving an opportunity to the bidder being heard and after reasons for repudiation being recorded by him in writing.

5.40 SERVICE/AMC ORDERS

5.40.1 All the Service/ AMC orders will be placed to the Firm/Company through Official Letter/ E-mail/ Messenger and the date of Office Order will be treated as the date of order for calculating the period of execution. The Firm/Company shall have to execute all orders within specified time.

5.40.2 The University has rights to amend the order and no claim will be allowed from bidder arising on this account.

5.40.3 Any service of the order, if found unsatisfactory or not found as per the specifications mentioned in the bidder's form, the University has rights to cancel the order.

5.41 HANDING OVER OF WORKS

The Firm/Company shall be bound to hand over the works executed under the contract complete in all respect to the satisfaction of the Tendering Authority. The Tendering Authority shall determine the date on which the work is considered to have been completed. The Tendering Authority shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Firm/Company shall be bound to observe any such determination of the Tendering Authority

Name & Signature of Bidder with Seal

5.42 COMMITTEE FOR SUPERVISION

The Tendering Authority will be at liberty to set up a Committee to supervise all services/AMC in all the areas mentioned above. The directions of such committees with regard to all the general services, even if other than those mentioned in this Bid, would be binding on the Firm/Company for compliance.

5.43 SUB-CONTRACT

The Firm/Company shall not assign or subcontract the assignment or any part thereof to any other Firm/Company except with the prior consent in writing of the Tendering Authority and provided the University shall have specifically approved such other Firm/Company The University may in its sole discretion and without assigning any reason refuse to give such consent.

5.44 COST & LANGUAGE OF BIDDING

5.44.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.44.2 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in Hindi or English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

5.45 ALTERNATIVE/ MULTIPLE BIDS

Alternative/ Multiple Bids shall not be considered at all.

5.46 CORRECTION OF ARITHMETIC ERRORS IN FINANCIAL BID

The bid evaluation committee shall correct arithmetical errors in financial bid, on the following basis, namely:

- 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.

5.47 NEGOTIATIONS

5.47.1 Negotiations may be undertaken with the selected bidder when the rates are considered to be much higher than the prevailing market rates.

5.47.2 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

5.47.3 Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

5.47.4 In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

5.48 PROCURING ENTITY'S RIGHT TO ACCEPT OR REJECT THE BID

The Procuring entity reserves the right to accept or reject the bid, and to annul/withdraw (cancel) the bidding process and reject the bid at any time prior to award of contract, without thereby incurring any liability to the selected bidder.

5.49 RIGHT TO VARY QUANTITY

During execution of the AMC, the quantity of services originally specified in the bidding document may be increased or decreased, without any change in the unit prices or other terms and conditions of the bid and the bidding documents.

5.50 FORFEITURE OF PERFORMANCE SECURITY

5.50.1 Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:

- When any terms and condition of the contract is breached.

Name & Signature of Bidder with Seal

- When the bidder fails to make complete supply satisfactorily.
- if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the Bid Document.

5.50.2 Notice will be given to the bidder with reasonable time before SD deposited is forfeited.

5.50.3 No interest shall be payable on the SD.

5.51 EXECUTION OF AGREEMENT

5.51.1 A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the selected bidder.

5.51.2 The selected bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.

5.51.3 If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the Bid document and The Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 & Amendment Rule 2016.

5.51.4 The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

5.52 CANCELLATION OF PROCUREMENT PROCESS

If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

5.53 CODE OF INTEGRITY

Any person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government (Rule 80 of The Rajasthan Transparency in Public Procurement Rules, 2013& Amendment Rule 2016).

5.54 BREACH OF CODE OF INTEGRITY BY THE BIDDER

Without prejudice to the provisions of **Chapter IV** of the Rajasthan Transparency in Public Procurement Act, 2012, in case of any breach of code of integrity by Bidder, the procuring entity may take appropriate action in accordance with the provision of the **Sub-section (3) of Section 11** and **Section 46** of the act.

5.55 GRIEVANCE HANDLING PROCEDURE DURING PROCUREMENT PROCESS

Any grievance of a bidder pertaining to the procurement process shall be by way of filing an appeal to the First and Second Appellate Authority, as the case may be, in accordance with provisions of **Chapter III** of the Act and **Chapter VII** of the rules and as given in **Appendix 'A'** to this document.

5.56 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 (See rule 81).

5.57 LEGAL JURISDICTION

All legal disputes are subject to the jurisdiction of Jaipur city courts only.

Name & Signature of Bidder with Seal

CHAPTER-6

CONDITIONS OF CONTRACT

6.1 APPLICATION OF THESE CONDITIONS

These Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

6.2 OTHER DOCUMENTS THAT FORM PART OF THIS CONTRACT

The Bid Document (along with its amendments if any), the Bid of the Firm/Company, any clarifications sought by the Tendering Authority, the responses provided by the Firm/Company, and any other correspondence exchanged shall form part of the contract to the extant the same is not inconsistent with this document and the award document to the Firm/Company.

6.3 PERFORMANCE SECURITY

6.3.1 The proceeds of the performance security shall be payable to the Tendering Authority as compensation for any loss resulting from the Firm/Company's failure to complete its obligations under the Contract. The Performance Security/Security Deposit shall be forfeitable for non-performance of the contract and there shall not be any relaxation to anybody.

6.3.2 In the event of any contract amendment, the Firm/Company shall, within 10 days of receipt of such amendment, furnish the amendment to the Performance Security/Security Deposit, rendering the same valid for the duration of the Contract,.

6.4 SAFETY REQUIREMENTS

The Firm/Company shall abide by the job safety measures prevalent in India and shall free the Tendering Authority from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Firm/Company's negligence. The Firm/Company shall pay all indemnities arising from such incidents and shall not hold the Tendering Authority responsible or obligated.

6.5 FIRM/COMPANY'S OBLIGATIONS

The Firm/Company is responsible for, and obliged to conduct all contracted activities as defined in the scope of work or wherever contained in this document, in accordance with the Contract. The Firm/Company is obliged to work closely with the staff of the Tendering Authority and abide by all instructions and directives issued by them.

6.6 CHANGE IN ORDERS

6.6.1 The Tendering Authority may at any time, by written order given to the Firm/Company, make changes within the general scope of the Contract in any one or more of the services to be provided by the Firm/Company.

6.6.2 If any such change causes an increase or decrease in the cost of, or the time required for the Firm/Company's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Price or delivery services, or both, and the Contract shall accordingly be amended.

6.6.3 Any claims by the Firm/Company for adjustment under this clause must be asserted within thirty (30) days from the date of the Firm/Company's receipt of the Tendering Authority's change order.

6.6.4 Expert Committee constituted by the Tendering Authority shall validate all such claims. The rate applicable for such adjustment is as fixed by Commercial Bid given in **Format-7**.

6.6.5 The Firm/Company shall make available to the Tendering Authority documents and records related to the performance of the Firm/Company for verifying the authenticity of the claims made.

Name & Signature of Bidder with Seal

6.7 USE OF CONTRACT DOCUMENTS & INFORMATION

6.7.1 The Firm/Company shall treat as confidential all data and information about the Tendering Authority, obtained in the execution of his responsibilities, in strict confidence and shall not reveal such information to any other party without the prior written approval of the Tendering Authority.

6.7.2 The Firm/Company shall not, without the Tendering Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by them in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

6.7.3 Any document, other than the Contract itself, shall remain the property of the Tendering Authority and shall be returned (all copies) to the Tendering Authority on completion of the Firm/Company's performance under the Contract if so required by the Tendering Authority.

6.7.4 The Firm/Company must act in good faith and at all times extend its fullest cooperation to the University, its employees and agents during the performance of the Services.

6.7.5 The Firm/Company shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without prior approval of the University.

6.7.6 The Firm/Company shall refrain from disclosing or publicizing to its clientele including past and prospective clients or to the public that it has provided Services to the University without prior approval of the University.

6.7.7 The Firm/Company shall not divulge to any person not authorized by the University and shall not use for its own purposes, any information concerning the University, its staff or the Project which the Firm/Company may have access to directly or indirectly from the services performed under this Agreement or otherwise during the course of the Project; strict confidentiality shall be maintained by the Firm/Company and its employees/agents in respect of the information provided by the University to the Firm/Company. This confidentiality clause shall be applicable not only to existing employees of the Firm/Company but also to its employees involved in the project who may leave the service of the Firm/Company, and accordingly, it shall be the responsibility of the Firm/Company to ensure that any such employee also shall not divulge or use any such information for his/her own purpose; Violation of these terms and Conditions resulted into the Civil as well as Criminal liability against the Firm/Company and it's both types of employees (present and past) providing services.

6.7.8 The Firm/Company shall have no authority to commit the University to any additional costs, fees or expenses in connection with the Project.

6.7.9 The Firm/Company shall report immediately to the University any circumstances or events which might reasonably be expected to impair or prejudice the performance of the Services.

6.7.10 The Firm/Company shall at all-time refrain from showing the report/work in progress or the completed report/work to any person not duly authorized by the University in writing.

6.7.11 The Firm/Company at any time shall not show or submit report/work in progress or completed work report to any person/ authorities except the person/ authorities duly authorized by the University in writing, violation of this shall be civil and criminal liability on Firm/Company.

Name & Signature of Bidder with Seal

6.8 RESPONSIBILITIES

6.8.1 Firm/Company shall be responsible for the following activities during the course of assignment:-

- Resource and Project Management as per Scope of the work
- Completion of the work/services/tasks as mentioned in the Scope of the work
- The Firm/Company shall appoint at the Commencement of the Project one of its representatives as a coordinator who shall act as a single point of contact with the University during the conduct of the project

6.8.2 The University shall be responsible for the following activities during the course of the assignment:

- Provide information/data/clarifications for all issues.
- The University shall appoint at the Commencement of the Project one or two of its representatives as a coordinator who shall act as a single point of contact with the Firm/Company during the conduct of the Project.

6.9 FINANCIAL AND LEGAL LIABILITY

The Firm/Company shall be solely responsible for any financial issues arising out of the result of this Contract. Any financial loss to University, due to faulty work/service as a result of this Bid, shall be sole responsibility Firm/Company and he has to fulfill all claims arising out of this problem.

6.10 INDEMNITY

The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred inter alia during and after the contract period out of:

6.10.1 Any negligence or wrongful act or omission by the Bidder or any subcontract or third party in connection with or incidental to this contract or

6.10.2 Any breach of any of the terms of this contract by all Firms/Companies or any sub-contract or third party.

Name & Signature of Bidder with Seal

CHAPTER – 7
COMMERCIAL TERMS

A. STANDARDS OF PERFORMANCE

7.1 PAYMENT SCHEDULE

7.1.1 No advance payment will be admissible in any circumstances.

7.1.2 Payment will be made after successful delivery/installation of the required items/equipment as per supply order and AMC Amount on Quartely Basis.

7.2 LIQUIDATED DAMAGES

7.2.1 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.

7.2.2 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.

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

7.2.4 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.

7.2.5 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 Registrar. 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.

7.3 SUSPENSION OF WORK

The Firm/Company shall, if ordered in writing by the tendering authority for non performance, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Firm/Company shall not be entitled to claim

Name & Signature of Bidder with Seal

compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Firm/Company, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Firm/Company, and lasts for a period of more than 2 months, the Firm/Company shall have the option to request the tendering authority to terminate the Contract with mutual consent.

7.4 TERMINATION FOR INSOLVENCY

The Tendering Authority may at any time terminate the Contract by giving written notice to the Firm/Company, if the Firm/Company becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Firm/Company, provided that such termination shall not prejudice or affect any right of action or remedy, which has accrued or shall accrue thereafter to the Tendering Authority.

7.5 TERMINATION

7.5.1 The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Firm/Company, terminate the Contract in whole or part:-

- If the Firm/Company fails to deliver any or all of the services within the period(s) specified in the Contract,
- If the Firm/Company fails to perform as per the Quality standards and as per the Scope of the Work,
- If the Firm/Company, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in Executing the Contract,
- For the purpose of this clause the definition for corrupt practice and fraudulent practice shall be as per the law

7.5.2 The Tendering Authority may also at its sole discretion accept full or part work and also reserves the right to delete any items from the scope of the work.

7.5.3 The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice sent to the Firm/Company, without assigning any reason may terminate the Contract in whole or part:, if the tendering authority satisfies that the services of the Firm/Company are no more required or Firm/Company is not executing its services properly.

7.5.4 If the Firm/Company after submission of Bid and due acceptance of the same i.e. after placement of order fails to abide by the terms and conditions of the Bid document or fails to execute the work as per the prescribed schedule given or at any time repudiates the contract, the tendering authority will have the right to forfeit the EMD, invoke performance security deposited by the firm and get the work done from other Firm/Company at the risk and consequences of the first Firm/Company. The cost difference between the alternative arrangements and Firm/Company 's bid value will be recovered from the firm along with other incidental charges including transportation, taxes, etc. in case tendering authority is forced to work done through alternative source and if the cost is lower, no benefit on this account would be passed on the Firm/Company.

7.5.5 In case of failure by the bidder to carry out the job in accordance with provisions of the contract and as per the Scope of the Work, the tendering authority will have right to cancel the contract and award it to any other Firm/Company and any loss sustained thereby will be recoverable from the first Firm/Company.

Name & Signature of Bidder with Seal

7.6 CONSEQUENCES OF TERMINATION

7.6.1 In circumstances mentioned above, the Tendering / Implementing Authority shall exercise the following steps:

- Ask the Firm/Company to leave the job and return the entire material in an "as is where is" condition, and / or:
- Shall forfeit the Security Deposit obtained as performance Guarantee.
- Shall take appropriate steps in terms of remedies for breach of contract under relevant provisions of law.

7.6.2 Tendering Authority reserves the right to disqualify the Firm/Company for a suitable period who habitually failed to supply the services in time.

7.6.3 Further, the Firm/Company whose services do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the tendering authority.

7.6.4 Tendering Authority reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

7.7 FORCE MAJEURE

7.7.1 The Firm/Company shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

7.7.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Firm/Company and not involving the Firm/Company's fault or negligence and not foreseeable.

7.7.3 Such events may include, but are not limited to acts of the Tendering Authority in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

7.7.4 If a force Majeure situation arises, the Firm/Company shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority in writing, the Firm/Company shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

7.8 RESOLUTION OF DISPUTES

7.8.1 The Tendering Authority and the Firm/Company shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them in connection with the contract.

7.8.2 If, after thirty (30) days from the commencement of such informal negotiations, the Tendering Authority and the Firm/Company have been unable to resolve amicably a contract dispute, all such disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole Arbitrator to be appointed by the mutual consent. All arbitrations shall be held in Jaipur.

7.8.3 All legal disputes are subject to the jurisdiction of Jaipur courts only.

7.9 GOVERNING LANGUAGE

The contract shall be written in English or Hindi. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same languages.

7.10 APPLICABLE LAW

The contract shall be interpreted in accordance with terms and conditions of the document and The Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 & Amendment Rule 2016 and appropriate Indian Laws.

Name & Signature of Bidder with Seal

7.11 TAXES AND DUTIES

The Firm/Company shall be entirely responsible for all taxes, duties, license fees, road permits etc. No increase in the rates shall be allowed during the period of the contract.

7.12 NOTICES

7.12.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address.

7.12.2 A notice shall be effective when delivered or on the notices effective date whichever is later. For the purposes of all notices by the Firm/Company to the Tendering Authority on change address if informed in writing, these shall be sent to the Tendering Authority by the Firm/Company at the address mentioned in the Letter of Award.

7.13 बोलीदाता/फर्म का कार्यालय जयपुर में होना चाहिए तथा एक इंजीनियर कार्यालय समय में पूर्णकालिक रूप से विश्वविद्यालय परिसर में रहना चाहिए।

7.13.1 ए.एम.सी. के अन्तर्गत समस्त उपकरणों की त्रैमासिक (प्रारम्भ में) प्रिवंटिव मेंटिनेंस की जाएगी।

7.13.2 परिनिर्धारण नुकसानी (Liquidity Damage)- **Electrical** उपकरण खराब होने की रिपोर्ट कराने से आगामी 4 कार्य धंटो में सम्बन्धित उपकरण का निरीक्षण कर आगामी 24 धंटे तक सही कर दिया जाना चाहिए। यदि कॉल के 24 धंटे पश्चात भी सेवा प्रदान नही की जाती है तो 200/– रूपये प्रतिदिन के अनुसार दण्डस्वरूप लगाया जा सकेगा। यदि उपकरण को सही करने हेतु एक कार्य दिवस से अधिक समय लगने की संभावना हो तो समकक्ष या उच्च स्तर के अधिकारी को सूचित करना होगा।

7.13.3 सेवा प्रदाता द्वारा समय पर संतोषजनक सेवा प्रदान नहीं करने पर उक्त कार्य बाजार से कराया जा सकता है। एवं उक्त राशि की वसूली तथा उसका 50 प्रतिशत दण्डस्वरूप सेवा प्रदाता से वसूला जावेगा।

7.13.4 अनुबन्ध की शर्तो के अन्तर्गत बोलीदाता से जो भी वसूली बनती है उसकी भरपाई यदि एक माह में नहीं की जाती है तो ऐसी वसूली बोलीदाता द्वारा जमा प्रतिभूति राशि में से/भुगतान योग्य राशि में कटौती करके की जावेगी।

7.14 भुगतान प्रकिया (Mode of Payment)

7.14.1 ए.एम.सी. के अन्तर्गत बिल का भुगतान त्रैमासिक किया जावेगा। प्रति तिमाही के अन्त में संम्बन्धित विभाग अध्यक्ष एवं स्टोर प्रभारी द्वारा संतोषजनक सेवा का प्रमाण पत्र जारी होने के उपरान्त ही भुगतान किया जायेगा एवं कोई अग्रिम भुगतान नहीं किया जायेगा।

7.14.2 नियमानुसार भुगतान की जाने वाली राशि में से की जाने वाली कटौतियां तथा टी.डी.एस. इत्यादि काटकर ही भुगतान किया जावेगा। कटौतिया/जीएसटी कर की कटौती का प्रमाण पत्र लेखाशाखा द्वारा बोलीदाता को जारी किया जायेगा।

Name & Signature of Bidder with Seal

CHAPTER-8
BID FORM

TECHNICAL BID

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question.

I) Addressed to:

a) Name of the Tendering Authority : Registrar

b) Address : University of Rajasthan, Jaipur – 302 004

c) Telephone/Fax : 0141 2706813

II) NIT Reference with date :

III) Other related details

1.	Name of Bidder				
2.	Name & Designation of authorised signatory				
3.	Registered Office Address				
4.	Telephone No.		Fax		
5.	Mobile		Email		
6.	Website				
7.	Jaipur Centre (if any)	Address			
		Telephone No.			
		Contact Person			
8.	Year of Establishment				
9.	Nature of the Firm/ Company	Government	Public	Private	Partnership
	Put Tick (✓) Mark				
10.	No. of years providing service				

Name & Signature of Bidder with Seal

11.	**PAN No./ TIN No. (Enclose Copy of PAN/ TIN Card**	
12.	**Whether Firm/Company is agreed to the Terms & Conditions mentioned in the Bid**	
13.	**Whether registered with the Industries Departments** (Enclose copy of Permanent SSI Unit Certificate or equivalent)	
14.	**Previous Experience** (Attach Certificate)	

IV) Following documents are attached towards the proof of Earnest money deposited in favour of the Registrar, University of Rajasthan, Jaipur payable at Jaipur

S.No.	Details of Bid document Fees/Bid Security	DD/Banker's Cheque Issuing Bank Name	No. with Date
	1. Bid document Fee (Rs.): 2. Bid Security (Rs.):		

Name & Signature of Bidder with Seal

Format -1

BID COVERING LETTER
(To be printed on Letter head of the Bidder)

To

The Registrar,
University of Rajasthan
Jaipur -302004

Dear Sir,

Bid Reference No.: .....

SUBJECT: Bid document forparticipation in the Bid process for **RATE CONTRACT FOR AMC OF ELECTRICAL ITEMS AS PER LIST ENCLOSED FOR ONE YEAR including** all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Firm/Company as mentioned in the Scope of the work as required by Registrar, University of Rajasthan, Jaipur in conformity with the said Bid documents

1. **TERMS AND CONDITIONS**
   a) I/We, the undersigned Bidder(s), having read and examined in detail the specifications and all bidding documents in respect 6 this Bid do hereby propose to provide goods and services as specified in the bidding document.
   b) I/We, the undersigned Bidder(s), having submitted the qualifying data as required in this Bid, do hereby bind ourselves to the conditions of this Bid. In case any further information/documentary proof in this regard before evaluation of our bid is required, I/We agree to furnish the same on demand to your satisfaction.

2 **RATE AND VALIDITY**
   a) All the rates mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the rates and other terms and conditions of this proposal are valid for a period of One years from the date of opening of the bid.
   b) I/We do hereby confirm that our bid rates include all taxes including Income Tax & Professional Tax.
   c) I/we have studied the Clauses relating to Indian Income Tax Act and hereby declare that if any Income Tax, surcharge on Income Tax and any other Corporate Tax is altered under the law, I/we shall pay the same.

3 **DEVIATIONS** We declare that all the services shall be performed strictly in accordance with the Technical specification, Time Schedule and other terms of the Bid document except the deviation as mentioned in the Technical Deviation Performa Further, I/We agree that additional conditions, if any, found in the proposal documents, other than those stated in deviation Performa, shall not be given effect to.

4 **BID PRICINGI**/We further declare that the rates stated in our proposal are in accordance with your terms and conditions in the bidding document.

5 **EARNEST MONEY** I/Wehave enclosed the earnest money as required. In case of default it is liable to be forfeited in accordance with the provisions of the Bid document.

6 BANK GUARANTEE I/We shall submit a Bank Guarantee as required.

7 I/We hereby declare that my/our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of my/our knowledge and belief and nothing has been concealed there from.

Name & Signature of Bidder with Seal

8. Until a formal contract is prepared and executed, this Bid offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.
9 We understand that you are not bound to accept the lowest or any offer you may receive.
10 We agree to the terms and conditions mentioned in the Bid Document.

Thanking you,

Yours faithfully,

(Signatures)

Date this :_____ day of _____
Place:
Name:
Designation: **Official Seal:**

Name & Signature of Bidder with Seal

Format - 2

BIDDER'S AUTHORISATION CERTIFICATE

To,

The Registrar,
University of Rajasthan
Jaipur (Rajasthan)
Pin - 302004.

<Bidder's Name> _____ <Designation> _____ is hereby authorised to sign relevant documents on behalf of the Company in dealing with Bid of reference <Bid No./Date> _____. He is also authorised to attend meetings and submit Technical and Commercial Information as may be required by you in the course of processing above said Bid.

Thanking You.

Authorised Signatory

Name :

Seal :

The specimen signature of the authorized person is as :

Attested by the

Authorized Signatory

Name & Signature of Bidder with Seal

Format – 3

SELF DECLERATION
(Notarized Affidavit)

Ref. : Date :

To,

The Registrar,
University of Rajasthan
Jaipur (Rajasthan)
Pin - 302004.

Dear Sir,

In response to the Bid No. _____ Date _____ as Owner/Partner/Director of _____ of

1. I/We hereby declare that our Agency _____ is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or of a particular period of time.
2. I/We M/s. _____ (Name of the Company) are not blacklisted in any Department of Government of Rajasthan/Government of India/by any University/Public Enterprises.
3. I/We further undertake that our partner M/s. _____ (Name of Firm/Company) having office are also not blacklisted in any Department of Government of Rajasthan Government of India/ by any University/Public Enterprises.
4. I/We hereby declare that there are no pending cases against M/s. _____ _____ (Name & Address of Bidder) with Government of Rajasthan or any other court of law.
5. I/We hereby declare that Bidder's company or Director/Owner of the Company have not been declared by any Court or Competent Authorities in solvent or involved in any fraudulent mean (Economical & Criminal) as on .....

Name of the Bidder: **Signature:**

Seal of the Organization:

NOTE :

1. **The Notarized Affidavit should be submitted before closing date fixed for Technical Bid Closing.**
2. **No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.**
3. **Name, address and Telephone Number (Office, Residence, Mobile) of the contract person to whom all references shall be made regarding this Bid:**

Name : _____

Address : _____

_____

_____

Name & Signature of Bidder with Seal

Telephone Office : _____ **Residence :** _____

Mobile No. _____ **Fax No.** _____

E-Mail : _____

Place : **Signature :**

Date : **Name :**

NOTE :

(1) In-adequate information could lead to disqualification of the bid.

(2) All items should be supported by proper documents.

(3) No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.

Name & Signature of Bidder with Seal

Format -4

DECLARATION FOR PRICE SCHEDULE/ COMMERCIAL BID

Bid Ref. ---------- **Date ---------**

To,

The Registrar,
University of Rajasthan
Jaipur. (Rajasthan)
Pin – 302004

Subject : **BID DOCUMENT FOR PARTICIPATION IN THE BID PROCESS FOR RATE CONTRACT FOR AMC OF ELECTRICAL ITEMS FOR One YEAR**

That we are sole owner of

_____

_____

That we/ the undersigned agency is equipped with adequate hardware/ software and other facilities required for providing services and our establishment is open for inspection by the representative of University.

We hereby offer to provide service at the prices and rates mentioned in the commercial bid (as per commercial template.)

We do hereby undertake, that,

i. In the event of acceptance of our bid, the services shall be provided as stipulated in the work order and the Bid terms and conditions to the Bid and that we shall perform the entire incidental services.
ii. The prices quoted are inclusive of all charges inclusive of traveling, hardware/manpower etc. for providing the desired services FOR.
iii. We agree to abide by our offer a period of **one year** from the date fixed for opening of the Bid and we shall remain bound by a communication within that time.
iv. We have carefully read and understood the terms and conditions of the Bid and the conditions of the contract applicable to the Bid and we do hereby undertake to provide the services as per these terms and conditions.
v. We do hereby undertake, that until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the Bid document and placement of letter of intent awarding the contract shall constitute a binding contract between us.

I/ We hereby, undertake that we shall not ask for any other charges than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding lodging, communication etc, for successful implementation of the project at site.

Date: **Name & Signature**

Name of Agency
Full Address
Company Seal

Name & Signature of Bidder with Seal

Format - 5

AGREEMENT FORM

Agreement made this _____ day _____of 2023-24 between _____ (hereinafter called the Firm/Company) of the one part and the Registrar, university of Rajasthan, Jaipur. (hereinafter called the University) of the other part.

Where as the Firm/Company has Bid for **Rate Contract for Annual Maintenance Contract for One year to the University of Rajasthan, Jaipur.** (hereinafter called "The Tendering Authority") as per the terms and conditions mentioned in the Bid document. Whereas such bid has been accepted and the Firm/Company has deposited with the Tendering Authority the sum of Rs._____(Rupees _____only) as security for the fulfillment of the Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows :

The Firm/Company has accepted the contract on the terms and conditions set out in the bid notice no. ____ _____dated_____ as well in the acceptance of bid no. _____ _____dated_____which shall hold good during period of this agreement.

Upon breach by the Firm/Company of any of the conditions of the agreement the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the university of Rajasthan to claim damages for antecedent breaches thereof on the part of the Firm/Company and also to reasonable compensation for the loss occasioned by the failure of the Firm/Company to fulfil the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive of the amount of such compensation payable by the Firm/Company to the University.

Upon the determination of this agreement whether by effluxion of time or otherwise the said deposit shall after the expiration of _____ months from the date of such determination be returned to the Firm/Company but without interest and after deducting there from any such due by the Firm/Company to the University under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of 24 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one months notice in writing without compensating the Firm/Company.

In witness whereof the said _____ hath set his hand hereto and the Tendering Authority has on behalf of the University of Rajasthan affixed his hand and seal thereto the day and year first above written.

The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the Tendering Authority to the Bidder as hereinafter mentioned the Bidder hereby covenants with the Tendering Authority to provide the services and to remedy defects therein conformity in all respects with the provisions of the contract.

The Tendering Authority hereby covenants to pay the Bidder in consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the Bid , the Tendering Authority shall be entitled to obtain services from else other organization after giving due notice to the Bidder on the amount and at the risk of the Bidder without cancelling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

In the event of action to be taken, the Firm/Company shall be liable for any losses, which the Tendering Authority may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

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.

Registrar, University of Rajasthan, Jaipur
on behalf of the University of Rajasthan, Jaipur

FIRM/COMPANY

Witness :1.

Witness : 2.

Name & Signature of Bidder with Seal

Format - 6

(On bank's letter head)

FORM OF BANK GUARANTEE

To,

Registrar/CF&FA,
University of Rajasthan,
J.L.N. Marg, Jaipur (Rajasthan) Pin. 302004
Tel. & Fax No. 0141-2706813/0141-2710978
Email

Address:- ***www.registraruor@yahoo.com & www.accountsuorjaipur@yahoo.in***

Whereas the Registrar or Comptroller Finance & Financial Advisor, University of Rajasthan, (UOR) Jaipur (hereinafter called the "procuring entity/UOR") having entered into an agreement No..... dated..... with M/s ..... (hereinafter called the" approved Contractor/ Service Provider") for ..... (Name of work) here-in-after called "the said agreement" under which the Service Provider(s) M/s ..... have applied to furnish Bank Guarantee (B.G.) to make up the full performance security.

1. In consideration of the UOR having made such a stipulation in agreement. We..... (Indicate the name of the Bank) here-in-after referred to as "the Bank" at the request of M/s..... Service Provider (s) do hereby undertake to pay to the UOR amount not exceeding Rs. (Rupees ..... only) on demand by UOR.
2. We ..... (Indicate the name of Bank), do hereby undertake to pay Rs..... Any demur or delay, merely on a demand from the UOR any such demand made on the bank by the UOR shall be conclusive and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the UOR and We ..... (indicate the name of Bank), bound ourselves with all directions given by UOR regarding this Bank Guarantee However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ..... (Rupees ..... only).
3. We ..... (Indicate the name of Bank), undertake to pay to the UOR any money. so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We ..... (indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said Agreement and that it shall continue to be enforceable till all the dues of the UOR under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider and accordingly discharges this guarantee.
5. We ..... (indicate the name of Bank), further agree with the UOR that the UOR shall have the fullest liberty without our consent and without affecting in any manner

Name & Signature of Bidder with Seal

our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Service Provider(s) from time to time or to postpone for any time or from to time any of the powers exercisable by the UOR against the said Service Provider forbear or enforce any of the terms and conditions relating to the said Agreement and forbear or enforce any of the terms and condition relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance act or omission on the part of the UOR or any indulgence by the UOR to the said deliveries or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us ..... (indicate the name of Bank)....., under this guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider.
7. We ..... (Indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the UOR in writing.
8. This Performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the UOR. Notwithstanding anything mentioned above. Our liability against this guarantee is restricted to Rs. ..... (Rupees ..... only).
9. It shall not be necessary for the UOR to proceed against the Service Provider before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the UOR may have obtained or obtain from the Service Provider.
10. The Bank Guarantee shall be payable at the Jaipur. If the last date of expiry of the Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expiry on the close of the next working day.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted Rs. ...../- (Rupees .....) and our guarantee shall remain in force up to date ..... unless a demand or claim under the guarantee is made on us in writing or by e-mailing on or before date ..... Therefore, after date ..... all your rights under the guarantee shall be forfeited and we shall be relived and discharged from all liabilities hereunder irrespective of whether or not the original guarantee is returned to us.

Dated .....day of..... For and on behalf of the Bank (indicate the Bank)

Signature & Designation

E-mail address.....

The above Bank Guarantee is accepted by the Registrar/CF&FA, UOR, Jaipur.

Signature

For & on behalf of UOR, Jaipur

Name & Signature of Bidder with Seal

Format-7

COMMERCIAL BID

[redacted]

Bidder Name:	

[redacted]

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
1	2	3	4	5	6
1.1	**ACAnnual maintenance contract**				
	1. Full comprehensive Annual maintenance contract for Split Air Conditioner 1.5/2.0 Ton				
	2. For Window Air Conditioner 1.5/2.0 Ton				
	Total-A				
1.2	**Non comprehensive AMC for Air Conditioner**				
	1. Split AC 1.5/2.0 Ton service Charge				
	2. Window AC 1.5/2.0 Ton service Charge				
	3. Window / Split AC 1.5 /2.0 Ton PCB Repair				
	4. Window / Split AC 1.5 /2.0 Ton Fan Motor Repair				
	5. Window / Split AC 1.5 /2.0 Ton New Fan Motor				
	6. Window / Split AC 1.5 /2.0 Ton Thermostat Change				
	7. Window / Split AC 1.5 /2.0 Ton Fan Blade Change				
	8. Window / Split AC 1.5 /2.0 Ton Condenser Change				
	9. Window / Split AC 1.5 /2.0 Ton Compressor Change				
	10. Window / Split AC 1.5 /2.0 Ton Capacitor Change				
	11. Window / Split AC 1.5 /2.0 Ton Gas Charge				
	Total-B				
	Grand Total (1.1 to1.2) (A+B)				**L1 for A.C.**
Grand total of S.No. 1 (Column No. 6) total rate per unit inclusive with GST : Rupees in Words					
2.1	**R.O./Drinking Water Cooler Annual maintenance contract**				
	Full comprehensive Annual maintenance contract for				
	1. AMC for Drinking Water Cooler				
	2. AMC for R.O. System				
	3. AMC for Water Purifier				
	Total-A				

Name & Signature of Bidder with Seal

2.2	**Non comprehensive AMC of Drinking Water Cooler**				
	1. Drinking Water Cooler 80 -170 Ltr. Fan service charge				
	2. Drinking Water Cooler 80 -170 Ltr. Fan Motor Repair				
	3. Drinking Water Cooler 80 -170 Ltr. New Fan Motor				
	4. Drinking Water Cooler 80 -170 Ltr. Thermostat Change				
	5. Drinking Water Cooler 80 -170 Ltr. Compressor Change				
	6. Drinking Water Cooler 80 -170 Ltr. Capacitor Change				
	7. Drinking Water Cooler 80 -170 Ltr. Gas Charge				
	8.Drinking Water Cooler 80-170 Ltr. Fan Blade Change				
	Total-B				
2.3	**Non comprehensive AMC of 25 Ltr. R.O. System**				
	(1) 25 Ltr. R.O System service Charge				
	(2) 25 Ltr. R.O System Pre- Filter Change				
	(3) 25 Ltr. R.O System secondary- Filter Change				
	(4) 25 Ltr. R.O System Carbon Change				
	(5) 25 Ltr. R.O System Thermostat Change				
	(6) 25 Ltr. R.O System Membrane Change				
	(7) 25 Ltr. R.O System Pump Change				
	(8) 25 Ltr. R.O System Pipe Change				
	(9) 25 Ltr. R.O System Service Charge				
	Total-C				
2.4	**Non comprehensive AMC of 50 Ltr. R.O. System**				
	(1) 50 Ltr. R.O System service Charge				
	(2) 50 Ltr. R.O System Pre- Filter Change				
	(3) 50 Ltr. R.O System secondary- Filter Change				
	(4) 50 Ltr. R.O System Carbon Change				
	(5) 50 Ltr. R.O System Thermostat Change				
	(6) 50 Ltr. R.O System Membrane Change				
	(7) 50 Ltr. R.O System Pump Change				
	(8) 50 Ltr. R.O System Pipe Change				
	(9) 50 Ltr. R.O System Service Charge				
	Total-D				
2.5	**Non comprehensive AMC of Water Purifier System**				
	(1) 150 Ltr. Water Purifier service Charge				
	(2) 150 Ltr. Water Purifier Pre- Filter Change				
	(3) 150 Ltr. Water Purifier secondary- Filter Change				
	(4) 150 Ltr. Water Purifier Carbon Change				
	(5) 150 Ltr. Water Purifier Pump Change				
	(6) 150 Ltr. Water Purifier Pipe Change				

Name & Signature of Bidder with Seal

	(7) 150 Ltr. Water Purifier Service Charge				
	Total-E				
	Grand Total (2.1 to 2.5) (A+B+C+D+E)				**L1 for Water Cooler/R.O.**
Grand total of S.No. 2 (Column No. 6) total rate per unit inclusive with GST : Rupees in Words					

Dated :

Signature and Firm/Company Seal

Name:

Full Address:

Note :

1- All the costs should be quoted in Indian Rupees and should be fixed on lump sum basis. No escalation of cost will be allowed under any circumstances.
2- Bidder must quote for every column and row of the price schedule. Do not write Zero. Nil, etc in any column and row.
3- **The rates are F.O.R. the respective colleges/office/Department of the University of Rajasthan.**
4- University shall not pay separately any specific statutory taxes/ service charges to any authority. No hidden charges will be allowed , if any
5- Grand Total should be written both in words and figure.
6- The most advantageous. L-1 Bidder will be decided as per Grand Total Rate per unit inclusive of GST (Column 6) for A.C. and Water Cooler/R.O. Separately.

Name & Signature of Bidder with Seal

Appendix A:Dispute Resolution Mechanism

Any dispute arising from the Contract shall be resolved amicably, as far as possible. The levels of the Dispute Resolution mechanism shall be as follows:

I. Amicable resolution between representatives of Parties to the Contract

II. If a question, difference or objection arise sin connection with or out of the contract agreement or the meaning of operation of any part the reoffer the rights, duties or liabilities of either party have not been settled by amicable resolution through mutual discussions, it shall be referred to the appropriate Empowered Dispute Resolution Committee for decision, if the amount of the claim is more than Rs.50000/-. Dispute Resolution Mechanism will have the following Committees at the levels of Head of the Department and Administrative Secretary of the Department:

1. Head of the Department Level Committee: to address disputes in contracts of value upto Rupees One Crore:

   The Committee shall Constitute.

   I. V. C.
   II. Comptroller Finance
   III. Registrar as Member Secretary

2. Administrative Secretary Level Committee: to address disputes in contracts of value of more than Rupees One Crore:

   The Administrative Department Level Committee shall comprise of Administrative Secretary of the Department, Representative of Finance Department not below the rank of Deputy Secretary, Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer, Registrar, Member-Secretary.

III. Arbitration will be applicable in case of disputes arising in contracts of value of more than Rupees. 10 Crore which remain unresolved through the Dispute Resolution Committee.

IV. All legal proceedings, if necessary arise to institute by any of the parties shall have to be lodged in courts situated Jaipur in Rajasthan and not elsewhere.

V - Procedure of reference to the Dispute Resolution Committee:

The Supplier shall present his representation to the UOR, JAIPUR along with a fee equal to two percent of the amount of dispute; not exceeding Rupees One lakh, within three months of occurrence of the Dispute.The Procuring Entity shall prepare a reply of representation and shall represent its stand before the concerned Dispute Resolution Committee. From the side of the Supplier, the claim case may be presented by himself or through a representative. After hearing both the parties, the Dispute Resolution Committee shall pronounce its decision which shall be final and binding both on the Supplier and the UOR, JAIPUR.

Name & Signature of Bidder with Seal

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 of any material benefit either directly or indirectly in exchange for unfair advantage in procurement process or to otherwise influence the procurement process.
(b) Not misrepresent or omit that misleads attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
(c) No indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and process of the procurement process;
(d) Not misuse any information shared between the procuring Entity and the Bidders with and intent to gain unfair advantage in the procurement process;
(e) Not indulge in any coercion indulge 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 interest that could improperly influence that party's performance of official duties of responsibilities, contractual obligations, or compliance with applicable laws and regulations.

1. A Bidder may be considered to be in a 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 a relationship with each other, directly or through common third parties, that puts another bidders, 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 specifications of the Goods, Works or Services 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.

Name & Signature of Bidder with Seal

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to ---------- for procurement of ---- ---------- 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:

2. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
3. I/We have fulfilled my/our obligation to pay such of the taxes payable of the Union and the State Government or any local authority as specified in the Bidding Document;
4. I/We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officers, not have my/our business activities suspended and not the subject of legal proceeding for any of the forgoing reasons;
5. 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 statements or misrepresentations as to my/our qualification to 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;
6. 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

Name & Signature of Bidder with Seal

Annexure C: Grievance Redressal during Procurement Process

The desiganation and address of the First Appellate Authority is .....

The designation and address of the Second Appellate Authority is.....

.....

1-Filling 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 the First Appellate Authority as specified in the bidding document, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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:

providing further that in case a procuring Entity evaluates the Technical Bids before the opening of the Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

2- The officer to whom an appeal is filed under para (a) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within a period of 30 days of the date filling of the appeal.

3 If the officer designated under para (a) fails to dispose of the appeal within the period specified in para(B) or if the bidder or prospective bidder or the procuring entivy 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 the Second Appellate Authority specified in the bidding document in this behalf within fifteen days from the expiry of the specified in para(b) or date of receipt of the order passed by the first Appellate Authority, as the case may be.

4-Appeal not be 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 bidding process;

(c) The decision of whether or not to enter into negotiations;

(d) Cancellation of a procurement process;

(e) Applicability of the provision of confidentiality.

Name & Signature of Bidder with Seal

5- From and procedure of filing an appeal

(a) An appeal under para(1) or (3) shall be in the annexed Form along with as many copies as there are respondents 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 of Second appellate Authority. as the case may be, in person or through registered post of Authorised representative.

6- Fee for filing 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.

6- Procedure for disposal of appeals

(a) The Fist Appellate Authority or Second Appellate Appellate Authority, as the case may be, upon filing 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 there of relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records of copies there of 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 the State Public Procurement Portal.

Name & Signature of Bidder with Seal

From No. 1
(See rute 83)

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

AppealNo.....of.....
... .

Before the.....(First/Second Appellate Authority)

1. Particular 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 the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the procisions 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

Name & Signature of Bidder with Seal

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical 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 shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obivious 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 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 1 and 2 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 Declaration shall be executed,

2. Procuring Entity's Right to Vary Quantities

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. At the time of award of contract, the quantity of good, work or sercices 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 and conditions of the Bid and the condition of contract.

ii. If the Procuring Entity does not procure any subject matter of procurement or procures less than quantity specified into the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Condition of contract.

Name & Signature of Bidder with Seal

iii. In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rate and condition of the original order. However, the additional quantity shall not be more than 25% of the value of the goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fail to do so, the procuring 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 suppler.

3. Dividing quantities among more than one 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 quantities 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 case, the quantity may be divided between the Bidders in that order, in a fair, transparent and equitable manner at the rate of the Bidder, whose Bid is accepted.

Signature of Bidder

Name & Signature of Bidder with Seal