



## राजस्थान विश्वविद्यालय जयपुर

क्रमांक : एफ-9/सा.प्र./ई प्रोक्यूरमेंट/2024/

दिनांक:

### ई-निविदा की संक्षिप्त सूचना

राजस्थान विश्वविद्यालय में केन्द्रीय कार्यालय के पास स्थित केन्द्रीय जलपान गृह कैन्टीन तथा पी.जी. स्कूल ऑफ कॉमर्स वि.वि. कैम्पस के संचालन हेतु इच्छुक व्यवसायकर्ताओं/फर्मों/एजेन्सियों से ई-टैण्डरिंग के माध्यम से निर्धारित प्रपत्र में ऑन लाइन निविदाएँ आमंत्रित की जाती हैं।

निविदा से संबंधित आवेदन दिनांक 26/02/2024 अपरान्ह 12:00 बजे तक स्वीकार किये जायेंगे। विस्तृत विवरण वेबसाइट [www.uniraj.ac.in](http://www.uniraj.ac.in) & [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in), <http://sppp.raj.nic.in> पर देखा जा सकता है।

UBI No. URA2324SL0B00210 dated.....

NIIS: URA-2324A-072

कुलसचिव  
राजस्थान विश्वविद्यालय  
जयपुर

क्रमांक : एफ-9/सा.प्र./ई-प्रोक्यूरमेंट सैल/2024/27831-836

दिनांक : 14/2/2024

प्रतिलिपि सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रस्तुत है :-

1. निदेशक, इन्फोनेट, रा.वि.वि., जयपुर को प्रेषित कर लेख है कि उक्त सूचना विश्वविद्यालय की वेबसाइट पर अपलोड करवाने की व्यवस्था करावे।
2. समन्वयक ई-प्रोक्योरमेंट प्रकोष्ठ रा.वि.वि., जयपुर को प्रेषित कर लेख है कि उपरोक्तानुसार ई-पोर्टल/एस.पी.पी. पोर्टल पर अपलोड कराने की व्यवस्था करावे।
3. जनसम्पर्क अधिकारी, रा.वि.वि., जयपुर को प्रेषित कर लेख है कि उक्त सूचना समाचार पत्र राजस्थान पत्रिका अथवा दैनिक भास्कर के स्थानीय संस्करण में एक बार प्रकाशित करवाने का श्रम करावे।
4. निजी सचिव, कुलपति/कुलसचिव/वित्त नियंत्रक एवं वित्तीय सलाहकार, रा.वि.वि., जयपुर।

उप कुलसचिव (सा.प्र.)



## राजस्थान विश्वविद्यालय जयपुर

क्रमांक : एफ-9/सा.प्र./ई प्रोक्यूरमेन्ट/2024/27830

दिनांक: 14/2/2024

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UBI No. ....dated.....

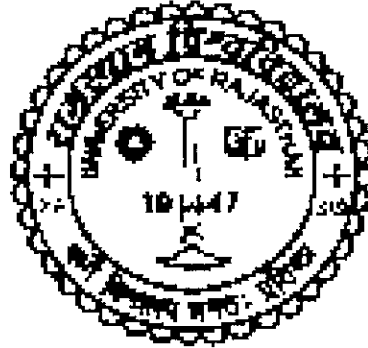
कुलसचिव  
राजस्थान विश्वविद्यालय  
जयपुर

**University of Rajasthan, Jaipur**  
Jawahar Lal Nehru Marg, Jaipur-302004

Ph.: 0141-2706813/0141-2710978

E-mail: [www.uniraj.ac.in](http://www.uniraj.ac.in)

BID FORM



NIB NO. : .....

dated .....

**E-BID**

**TO**

**SET UP**

CANTEEN AT CAMPUS AREA BESIDES OF PATEL BHAWAN &  
P.G. SCHOOL OF COMMERCE UNIV. CAMPUS IN  
UNIVERSITY OF RAJASTHAN, JAIPUR

# UNIVERSITY OF RAJASTHAN, JAIPUR

Jawaharlal Nehru Marg, Jaipur

(Phone 0141- 2706813, e-mail : [www.registraruor@yahoo.com](mailto:www.registraruor@yahoo.com))

Bid Ref.No.:-F-9/G.Ad./e-procurement cell/.....

Dated : .....


## Tender Notice

### E-BID FOR AUCTION SPACE ON RENT TO SET UP CANTEEN (For 2 Years) AT UNIVERSITY OF RAJASTHAN CAMPUS, JAWAHAR LAL NEHRU MARG, JAIPUR,

The UNIVERSITY OF RAJASTHAN CAMPUS, Jawaharlal Nehru Marg, Jaipur invites Online Bid for establishing Canteen at UNIVERSITY OF RAJASTHAN CAMPUS, JAWAHARLAL NEHRU MARG, JAIPUR, from reputed firms/companies/Individuals having nationally and internationally well known brands/universally acclaimed and accepted products, all over by various segments of consumers. These must be hygienic, nutritious and health products by only those bidders which are engaged in and by their own process, operating and managing the sale of wide range recipes of varieties of hot and cold beverages through automatic vending machines-Coffee/Tea/Soups, packed drinking bottled water (ISI marked), noodles, chocolates and confectionaries, ice creams, patties, fruit juices, energy drinks and fast foods, snacks, breakfast, high-tea, lunch, dinner at reasonable prices, with a focus on category of students consumer of college at the proposed locations :-

Sl. No.	Particular	Earnest Money (in Rs.)	Bid Fee (in Rs.)	Bid Processing Fee (in Rs.)	Date of availability of Bid Documents for downloading	Pre Bid Meeting	Last Date & time of Online Submission of Bid	Date & time of opening of Technical Bid
1.	To Set up a canteen at UNIVERSITY OF RAJASTHAN CAMPUS, JAIPUR besides of patel bhawan	25000/-	2000/-	500/-	15.02.2024 at 3.00 PM	19.02.2024 at 2.00 PM	26.02.2024 up to 12.00 PM	26.02.2024 up to 2.00 PM
2.	To Set up a Canteen at P.G. School of Commerce University of Rajasthan, Jaipur	7200/-						

- 1- Online Bid is to be submitted duly digitally signed in electronic format only on website <http://eproc.rajasthan.gov.in>.
- 2- The Bid fee & bid security in the form of D.D./banker cheque in favour of Registrar, UNIVERSITY OF RAJASTHAN, Jaipur and Bid Processing fee of Rs. 500/- in form of D.D. in favour of M.D., R.I.S.L., Jaipur should be Submitted till 12.00 PM on 26/02/2024 in this Office. This is essential otherwise the bid in electronic form (Cover I, II, III & Cover IV) will not be opened of that bidder)
- 3- Detailed bid document, terms & condition also can be seen on website <http://sppp.raj.gov.in> & <http://eproc.rajasthan.gov.in> & [www.uniraj.ac.in](http://www.uniraj.ac.in).
- 4- Undersigned reserves the right to accept or reject any or all bids without assigning any reason whatsoever.

  
REGISTRAR  
UNIVERSITY OF RAJASTHAN,  
JAIPUR



## राजस्थान विश्वविद्यालय जयपुर

क्रमांक : एफ-9/सा.प्र./ई प्रोक्यूरमेन्ट/2024/

दिनांक:

### ई-निविदा की संक्षिप्त सूचना

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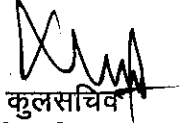
UBI No. ....dated.....

कुलसचिव

सूचना आमत्रित निविदा (एन.आई.बी.) के लिए दिशानिर्देश

कुलसचिव, राजस्थान विश्वविद्यालय द्वारा राजस्थान विश्वविद्यालय में स्थित केन्द्रीय जलपान गृह कैंटीन संचालन हेतु इच्छुक व्यवसायी/फर्मो एजेन्सियों से ई-निविदा में दो वर्ष हेतु आधारभूत आधारों को प्राप्त करने के लिए बोली दस्तावेज में विनिर्दिष्ट तकनीकी पात्रता पूरा करना अनिवार्य है।

1. निविदा प्रक्रिया संबंधित दस्तावेज वेबसाइट [www.uniraj.ac.in](http://www.uniraj.ac.in) & [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in), <http://sppp.raj.nic.in> से डाउनलोड किया जा सकता है।
2. निविदा प्रक्रिया में राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 एवं नियम 2013 व संशोधित नियम 2016 एवं किराया नियंत्रण अधिनियम 2001 लागू होंगे।

  
कुलसचिव

राजस्थान विश्वविद्यालय जयपुर।

## INSTRUCTIONS TO BIDDERS

### Submission of Bid :

The bidders are requested to submit their bids prior to last date of submission to avoid Non-submission of their bids up to prescribed date & time due to non-availability/hanging of website, at either ends, at last moment or any reason whatsoever. The last date of submission of bids will not be extended on such account.

1. The bidder will have to deposit

- (i) The DD/Banker's Cheque of prescribed cost of tender Rs. ....../- (Rs..... only) and
- (ii) EMD by way of DD/Banker's Cheque in favour of Registrar University of Rajasthan, Jaipur., payable at Jaipur;
- (iii) The prescribed Processing Fee of RISL by way of DD/Banker's Cheque in favour of Managing Director, RajCOMP Info Services Ltd. (RISL), payable at Jaipur

The tender cost, Earnest Money and e-tender processing fees of RISL, in Envelope is to be deposited at Office of Registrar University of Rajasthan, Jaipur on 26/02/2024 up to 12.00 p.m.. (This is essential otherwise the bid in electronic form (Cover I, II & Cover III) will not be opened of that bidder)

and

**Bid document (Online only)**

**(List of required Formats/documents to be submitted online duly signed by Authorized Signatory)**

- 1) **Cover-1:-** Up load the scanned copy of DD/Pay Order towards Cost of tender document, processing fee of RISL and EMD/ Exemption certificate (in .pdf).
- 2) **Cover- 2: -** All Non-financial information in the Formats as per tender (in .pdf).
- 3) **Cover-3: -** Price bid as per Format attached.

NOTE: - The financial bid (Price bid) is to be submitted as per format. This format is to be downloaded from <http://eproc.rajasthan.gov.in>, filled & uploaded back to <http://eproc.rajasthan.gov.in>. Bid may be rejected if look alike format (.xls) is created/ filled and uploaded on <http://eproc.rajasthan.gov.in>

3. The Cover-1-II will be opened on 2.00 PM of 26/02/2024, in the presence of bidders, who wish to be present.

4. All tender documents should essentially be signed digitally and Submitted/uploaded on <http://eproc.rajasthan.gov.in> in time as per checklist as per note.

5. Bidders who wish to participate in this tender, will have to register on <http://eproc.rajasthan.gov.in> (bidders registered earlier on the [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) need not to get registered again). To participate in online tenders, Bidders will have to procure Digital Signature Certificate (Class II & Class III) as per requirement under Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan on the following address:- e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)

6. All the required information shall be furnished strictly in the prescribed formats only. Any information indicated other than the prescribed formats shall not be entertained. The bid shall be evaluated on the basis of information furnished in the prescribed formats only.

7. **Correspondence for enquiries and clarifications**

All correspondence in respect of the tender and submission of the Tender shall be addressed to:

**REGISTRAR UNIVERSITY OF RAJASTHAN,**

**Jawaherlal Nehru marg, Jaipur.**

**Phone no:Phone : 0141-2706813**

**e-mail: [www.registraruor@yahoo.com](mailto:www.registraruor@yahoo.com)**

PART -A

**Instructions for SUBMISSION OF BID**

**Part – A (Technical Bid) :-**

**COVER –I should contain the dully signed Uploaded Bid document with proofs of bidder's capability in the field as required Scanned copies of D.D./BC for bid security, bid fees, bid processing fees shall be uploaded along with the technical bid.**

**COVER-II: Documents in PDF required be submitting, (describing in pre-qualification criterion.)**

**Part – A (financial Bid) :-**

**1. Canteen at campus area besides of patel bhawan in University of Rajasthan, Jaipur**

**COVER –III** Financial bid will contain only the financial offer for license fee. Bidders may quote any amount higher than the minimum license fee **Rs. 50000/- per month (Fifty Thousand + GST Extra as per Applicable)**. Prescribed by the department as license fee. Financial Proposals of only those firms found technically qualified after evaluation shall be opened. Evaluation of the Firm shall be made by the Committee based on eligibility parameters as prescribed by the University of Rajasthan. University of Rajasthan will intimate the date & time of opening of financial bid on the website <http://sppp.raj.nic.in&http://eproc.rajasthan.gov.in>.

**2. P.G. School of Commerce University Campus in University of Rajasthan, Jaipur**

**COVER –IV** Financial bid will contain only the financial offer for license fee. Bidders may quote any amount higher than the minimum license fee **Rs. 15000/- per month (Fifteen Thousand + GST Extra as per Applicable)**. Prescribed by the department as license fee. Financial Proposals of only those firms found technically qualified after evaluation shall be opened. Evaluation of the Firm shall be made by the Committee based on eligibility parameters as prescribed by the University of Rajasthan. University of Rajasthan will intimate the date & time of opening of financial bid on the website <http://sppp.raj.nic.in&http://eproc.rajasthan.gov.in>.

**Financial bid has to be uploaded separately in BOQ only in the form of Excel Sheet *On-line* ONLY. It should not be Submitted along with the technical bid in physical Form.**



## Terms and Conditions

**1. The Bid fee & Bid security** in the form of D.D./bankers cheque in favour of **REGISTRAR UNIVERSITY OF RAJASTHAN** and **Bid Processing fee** in form of D.D. in favour of **M.D., R.I.S.L., Jaipur** should be Submitted to this Office as per schedule Otherwise their bid shall not be considered.

**A. Canteen at campus area besides of patel bhawan in University of Rajasthan, Jaipur**

**2. Minimum License fee is fixed.** The minimum license **Rs. 50000/- per month+GST Extra as per applicable** is Fixed by the Authority for Canteen. The license fee shall be increased by 10% every year on the amount that of the previous year during contract period under terms and condition of the bid. (for exa. License fee for 1<sup>st</sup> year 55000/- per month Then 2<sup>nd</sup> Year will be 60500/- per month)

**B. P.G. School of Commerce University Campus in University of Rajasthan, Jaipur**

**Minimum License fee is fixed.** The minimum license **Rs. 15000/- per month+GST Extra as per applicable** is Fixed by the Authority for Canteen. The license fee shall be increased by 10% every year on the amount that of the previous year during contract period under terms and condition of the bid. (for exa. License fee for 1<sup>st</sup> year 16500/- per month Then 2<sup>nd</sup> Year will be 18150/- per month)

### **3. Pre Qualifications of the bidders**

1. Registration copy of company/firm/Individual.
2. The copy of PAN Card.
3. GST Registration with acknowledgement of GST return (Upto March 2023) or GST Exemption Certificate copy by self attested (if applicable).
4. Annual turnover certificate should attach the document of turnover duly authenticated & attested by qualified C.A. Certificate
5. The Applicant should have an experience of continuous running at least 01 (One) retail cafeteria shops/Restaurants/Canteen (The Firm should submit the supporting documents to prove their experience.) The firm should have the experience of running cafeteria/ Restaurants at renowned tourist sites/ hospitals/ Malls/ market/ Companies/ offices/ Govt. Buildings/ Universities & Educational Institutes etc. operated directly or through their authorized franchise. or 1 year catering service with Meal in Government/PSU etc. or 3 year old Registration of similar work.
6. Submit copy of food supply licence.

### **4. Responsibilities/Liabilities of the Licensee.**

- a. The payment of license fee will be done on monthly basis through by D.D./Cheque in favour of **Registrar University of Rajasthan, Jaipur**
- b. The entire cost of the staff engaged and the recurring cost of preparation of food shall be borne by the licensee.
- c. *All staff should be in proper dress code and with Identity during operational hours.*

- d. The entire cost of refurbishing the outlet and the Canteen will be borne by the licensee.
- e. The licensee shall arrange all service equipment as necessary for providing services of a high standard. *Available infrastructure of Kitchen with other equipment's and furniture (like Deep Fridge and Refrigerator and Table and Chairs) will be transferred on mutual concern to service provider, which will be maintained and handed over again to Authority in running/Usable conditions. All items should be recorded at the time of contract and handed over the premises for operation of Canteen.*
- f. Fire safety Equipment's should be installed on the cost of Licensee.
- g. *The Monthly Electricity charges will be borned by the licensee on the basis of Sub-meter provided by the Authority with proportional fixed charges also.*
- h. All taxes shall be borne by the licensee himself.
- i. All licenses required to operate the canteen will be the responsibility of Licensee.
- j. License fee shall be deposited by the 10<sup>th</sup> day of successive month failing which interest@ 18% per annum will be charged. The 10 days grace period is admissible only when the license fee has been deposited by 10<sup>th</sup> of successive month, otherwise interest shall be charged from first day of successive month.
- k. GST will be charged extra on quoted rates by bidder as per applicable whenever.
- l. The licensee will place signboards, signage's, neon signs, menu boards etc at his own cost only after due approval of concerned Registrar University of Rajasthan, Jaipur. Menu price board placing is mandatory.
- m. *Regular Cleaning of premises including corridor for maintain hygienic conditions all day and cleanliness is whole responsibility of licensee, for that all measure actions on own cost like using gloves and separate shoes/chappal in kitchen area should be used by staff. And licensee will provide waste collection bins in the Canteen with message for proper disposal of waste.*
- n. *Disposal of waste material and garbage's should be disposed every day as per norms and terms and condition of nagar nigam and pollution control board. All food should be prepared in hygienic conditions which will be checked by the authority any time.*
- o. *Paste control activities (time to time) will be the responsibility of licensee and mosquito/repellant instruments should be provided by them compulsorily.*
- p. The licensee will not alter/deface any of the permanent structures, or part thereof.
- q. Timing of outlet and Canteen will be synchronized with the University timing and as per order from authority which will be mentioned in agreement which is under control of Registrar University of Rajasthan, Jaipur. *However daily timing of running Canteen will be 7.00 Am to 7.00 Pm. Every weekdays including Sunday, Gazatted Holiday and festive holidays.*
- r. *In case of stand-closed of canteen, should be intimated to the authority before three days for prior approval. Closing for more than three days without prior approval will be taken seriously and action for termination of contract will be initiated.*
- s. *Sale and servicing of any type of Drugs, Alcoholic and tobacco products/items, Pan-masaala and flavored supari are strictly prohibited, if any activity related same will found at any time and any stage, will be taken seriously and contract will be terminated without prior notice and legal action will be taken against licensee.*
- t. The liabilities, if arising out on account of quality of the product, hygiene, storage etc. shall be exclusively borne by the licensee.
- u. The licensee shall display the selling price/Maximum retail price (MRP) of the products at the outlets for the convenience of the consumers/tourists.
- v. The licensee shall ensure to have enough stocks of its products at Canteen.
- w. *Any individual party and gathering by the outsiders are strictly prohibited and on special condition it will be required prior approval of Authority on written request with details and purpose*

##### **5. Duration of the Agreement**

The duration of the agreement shall be for a period of **2 (Two) years** from the date of signing of the agreement. Thereafter, the agreement may be renewed on same terms and conditions for another **One year**. The department reserves the right to enter into a fresh contract by way of open bid or other suitable method and not to extend this contract.

#### **6. Termination of the Agreement**

- a. In case of any legal infringement, this agreement shall stand terminated with immediate effect.
- b. Violation of any of the terms of the agreement may result in termination of this contract, after giving a reasonable opportunity to the licensee of being heard.
- c. As the contract is likely to endure for a period of 2 years therefore **Registrar University of Rajasthan, Jaipur** has an unconditional power of revocation or cancellation at any time on the expiring of 3 month notice to that effect.

#### **7. Performance Security**

The licensee shall deposit a work performance security amount equivalent to 5% of total license fee for initial contractual period of two year (under provision of Point no. 2 of Terms and condition of Bid) in the form of FDR /Demand draft/Bank Guarantee (for the period of Twenty Two months from date of contract) drawn in favor of **Registrar University of Rajasthan, Jaipur**. Bid security may be adjusted against work performance security on request. In case of termination of service by the licensee prior to the stipulated notice period, the work performance security shall stand forfeited and penalty will be charged as per RTPP Act 2012 & Rules 2013. Work Performance Security shall be refunded after satisfactory completion of the agreement period. No interest will be payable on deposit at the time of refund.

**8. Compulsory Serviceable items** : *Some of the items of hot and cold beverages (tea/coffee/hot & cold drinks), fast foods, snacks, dairy products, chocolates, confectioneries, bottled water, ice creams to be provided during daily period of canteen and rates of the items are fixed for One year as detailed in list at ANNEXURE: B (after one year price will be decided by mutual concern on rates which will be proposed by the committee in membership of Financial controller which will be constituted by the university)*

#### **9. Resolution of Disputes**

In regard to any dispute arising out of these tender conditions, the decision of the **Registrar University of Rajasthan, Jaipur** shall be final.

Any legal disputes arising out of the Agreement shall be subject to the jurisdiction of the civil courts in Jaipur.

#### **10. Miscellaneous:**

- a. The licensee would be responsible for all-legal and administrative procedures and compliances for the day-to-day operations.
- b. The licensee shall indemnify **Registrar University of Rajasthan, Jaipur** of all the financial losses that it may incur by virtue or any legal default/infringement.
- c. The Department will review the quality of services rendered by the licensee every year and the right to cancel the agreement with prior notices of three month without any compensation on the basis of report of committee for this purpose.
- d. The licensee shall ensure uninterrupted services at and from the licensed area during the specified working hours.
- e. The licensee will ensure compliance of all provisions, terms & conditions of agreement.

- f. The Evaluation committee reserves the right to accept or reject any offer (bid) without assigning any reason.
- a. The licensee shall execute an agreement on non judicial stamp paper of specified value at its cost within a period specified by the university or as per Rules in writing incorporating the above terms & conditions, before taking possession of the specified places.
- b. The Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules 2013 will be applicable for this bid.
- c. The sites for *Canteen* at **University of Rajasthan Campus, Jaipur** can be seen on any working day by contacting concerned.

**Grievance redresses during procurement process shall be as per annexure-C of RTPPP rules. The first appellate authority is Vice-Chancellor, UOR, Jaipur . Second appellate is Secretary/ Principal Secretary, Deptt. Of Higher Education, Govt. of Rajasthan, Jaipur**

**Registrar University of Rajasthan, Jaipur reserves the right to cancel/postpone/extend/modify this bid, thus published, without showing any cause to anyone. However, any communication related to cancellation/ postponement/ extension/modification will only be published in the official websites: <http://sppp.raj.nic.in> & <http://eproc.rajasthan.gov.in>**



Registrar

**University of Rajasthan, Jaipur**

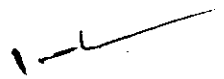
I have read the above terms and conditions and after fully understanding them agree to abide by term in case I am awarded the contract.

**Signature of Authorized signatory**

**Name of Bidder:**

**Date**

:



**Any person participating in a procurement process shall-**

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

**Conflict of interest :-**

The bidder participating in a bidding process must not have a conflict of interest.

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

A bidder may be considered to be in conflict of interest with one or more parties in 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
- (c) Have the same legal representative for purposes the bid
- (d) Have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another bidder or influence the decisions of the procuring entity regarding the bidding process
- (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 participation as bidder in more than one bid
- (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.
- (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

**UNIVERSITY OF RAJASTHAN**  
**JAIPUR**

Jawaharlal Nehru Marg, Jaipur  
(Phone 0141- 2706813, e-mail : [www.registraruor@yahoo.com](mailto:www.registraruor@yahoo.com))

**OFFER FORM**

**PART-I**  
**(TECHNICAL OFFER)**

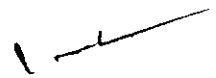
1. Offer for SET UP CANTEEN AT CAMPUS AREA at UNIVERSITY OF RAJASTHAN, JAIPUR
2. Name of Company/firm/bidder :
3. Address & Contact Nos.
  - (a) Registered Office :
  - (b) Local Office :
- © PAN No. :
4. Details of Documents as detailed as PRE-QUALIFICATION CRETERION in Point no. 3 of TERMS AND CONDITIONS required for evaluation of proposal are attached will mentioning page no. on our letter head.
5. Details of Bid security deposited:
  - (a) Amount deposited: Rs. ....
  - (b) Draft No :.....

The information furnished above is true to the best of my knowledge. The terms and conditions of the offer document have been read and understood by the undersigned and a signed copy of the same is enclosing as confirmation.

We accept all Terms and conditions of this bid.

(Signature of authorized signatory)  
Name & Seal of company

Date :



अध्याय - 7  
राजस्थान विश्वविद्यालय, जयपुर

वित्तीय बिड  
**(FINANCIAL BID)**

निविदा पत्र 2 वर्ष के लिये केन्द्रीय कार्यालय के पास स्थित जलपान गृह (कैंटीन)/पी.जी. स्कूल ऑफ कॉमर्स विश्वविद्यालय परिसर के संचालन में निम्नलिखित खाद्य सामग्री उनके सामने अंकित दरों पर विक्रय करने की व्यवस्था करूंगा।

क्र. सं.	खाद्य सामग्री	नाप/तौल	केन्द्रीय जलपान गृह दर (जी.एस.टी. सहित)
1	पानी की बोतल	1 लीटर / 2 लीटर	MRP
2	चाय (साधारण)	100 एम.एल.	रु. 10.00
3	चाय (स्पेशल)	100 एम.एल.	रु. 15.00
4	काँफी	100 एम.एल.	रु. 15.00
5	कचौरी/समोसा/कोपता	चटनी सहित (मीठी/हरी)	रु. 15.00
6	मिर्ची बड़ा/ब्रेड पकोडा/प्याज कचौरी	चटनी सहित (मीठी/हरी)	रु. 15.00
7	पकोड़ी प्रति एक प्लेट	100 ग्राम चटनी सहित (मीठी/हरी)	रु. 20.00
8	बिस्किट		MRP
9	खमन-डोकला	02 पीस	रु. 20.00
10	आईस्क्रीम		MRP
11	ठण्डा पेय/कोल्ड ड्रिक्स		MRP
12	पैटीज	01 पीस	Rs. 20.00
13	पैस्ट्री	01 पीस	Rs. 40.00
14	सरस डेयरी उत्पाद	लस्सी/छाछ/दही	सरस डेयरी दर पर
15	ज्यूस (300 मि.ली.ग्लास में)	संतरा/मौसमी/गाजर	रु. 25.00
16	ज्यूस (300 मि.ली.ग्लास में)	संतरा/मौसमी/गाजर मय सर्विस	रु. 35.00
17	आलू पराठा	स्टैन्डर्ड साइज चटनी, दही और अचार	रु. 30.00
18	मसाला मैगी		रु. 35.00
19	सैंडविच/ बर्गर		रु. 40.00
20	सूप	150 एम.एल.	रु. 30.00
21	कोल्ड काँफी	200 एम.एल.	रु. 30.00
22	कोल्ड काँफी मय आईस्क्रीम	200 एम.एल.	रु. 40.00
23	चिप्स		MRP
24	फ्राईड चावल (प्रति प्लेट)		रु. 30.00
25	समस्त चुनावों (शैक्षणिक/अशैक्षणिक कर्मचारी/विद्यार्थी) में कर्मचारियों/अधिकारियों/पुलिस कर्मियों व अन्य को दिया जाने वाला भोजन	चार चपाती या आठ पूरी साथ में फ्राईड चावल, दाल, एक सब्जी (सीजनल), एक मीठा (देशी धी में), अचार तथा सलाद मय पैकिंग व सर्विस	रु. 150.00
26	विश्वविद्यालय खेल मैदान में आयोजित 26 जनवरी व 15 अगस्त समारोह में होने वाली परेड में सम्मिलित होने वाले छात्र-छात्राओं को दिया जाने वाला स्वल्पाहार	दो केले, एक समोसा/कचौरी व दो लड्डू (देशी धी में) मय पैकिंग व सर्विस	रु. 55.00

Note:- Other items may be in justified rate depends on quantity and quality. All food should be prepared in branded vegetable oil & sweets should be in pure Branded Desi Ghee.

विश्वविद्यालय में केन्द्रीय कार्यालय के पास स्थित जलपान गृह (कैंटीन) संचालन जिसका मासिक किराया राशि रु..... /पी.जी. स्कूल कॉमर्स वि.वि. परिसर जिसका मासिक किराया राशि रु.....के लिए लेना चाहता हूँ एवं नियमानुसार किराये राशि पर देय जी.एस.टी. सहित जमा करवाता रहूंगा। मैं विद्युत कनेक्शन स्वयं के खर्च पर लूंगा व नियमित रूप से बिल सम्बंधित विभाग को जमा कराता रहूंगा। सभी प्रकार की शर्तें व समय-समय पर होने वाले निर्देशों का पूर्ण रूप से पालन करूंगा।

निविदाकार के हस्ताक्षर

**Declaration by the Bidder**  
(on letter Head)

In relation to my/our Bid submitted to .....for procurement of ..... in response to their Notice inviting Bid No. .... Date ..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that :

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

Date :

Signature of bidder

Place :

Name :

Designation:

Address:





(To be submitted on non-judicial stamp paper of Rs. 500/- only)

This agreement made between Registrar University of Rajasthan and, jaipur  
(first Party)  
And

-----  
As on..... for the work under NIT no. ....

**THE TERMS AND CONDITION OF THE CONTRACT:**

This contract period will be commenced from date: .....  
for the period of Two year from the date of agreement. This will be extended  
only after mutual concerned of both parties under same terms and condition  
upto next RTPP act 2013 .

The committee of University of Rajasthan, jaipur in membership of Financial  
Controller will review the services of Cafeteria, if found not satisfactory,  
contract will deemed to be cancelled without any compensation to licensee and  
forfeiture of Performance security and it may be instructed to licensee to  
Continue the services of the cafeteria upto next Two month, otherwise security  
will be forfeited.

**1. Responsibilities/Liabilities of the Licensee.**

- a. The licensee will not alter/deface any of the permanent structures, or part thereof.
- b. The payment of license fee will be made on monthly basis through by D.D. in favour of Registrar University of Rajasthan, jaipur. License fee shall be deposited by the 10th day of successive month failing which interest@ 18% per annum will be charged. The 10 days grace period is admissible only when the license fee has been deposited by 10<sup>th</sup> of successive month, otherwise interest shall be charged from first day of successive month.
- c. The Monthly Electricity charges will be borne by the licensee on the basis of Sub-meter provided by the Authority with proportional fixed charges also.
- d. The entire cost of the staff engaged and the recurring cost of preparation of food shall be borne by the licensee. *(All staff should be in proper dress code and with Identity during operational hours.*
- e. The entire cost of refurbishing the outlet and the Canteen will be borne by the licensee. The licensee shall arrange all service equipment as necessary for providing services of a high standard.
- f. Fire safety Equipment's should be installed on the cost of Licensee.
- g. All taxes shall be borne by the licensee himself.
- h. All licenses required to operate the Canteen will be the responsibility of Licensee.
- i. The licensee will place signboards, signage's, neon signs, menu boards etc at his own cost only after due approval of concerned Registrar University of Rajasthan, Jaipur. Menu price board placing is mandatory.
- j. Regular Cleaning of premises including corridor for maintain hygienic conditions all day and cleanliness is whole responsibility of licensee, for that all measure actions on own cost like using gloves and separate shoes/chappal in kitchen area should be used

- by staff. And licensee will provide waste collection bins in the Cafeteria with message for proper disposal of waste.
- k. Disposal of waste material and garbage's should be disposed every day as per norms and terms and condition of nagar nigam and pollution control board. All food should be prepared in hygienic conditions which will be checked by the authority any time.
  - l. Paste control activities (time to time) will be the responsibility of licensee and mosquito/ repellant instruments should be provided by them compulsorily.
  - m. Timing of outlet and Canteen will be synchronized with the University timing and as per order from authority which will be mentioned in agreement which is under control of Registrar University of Rajasthan, Jaipur. *However daily timing of running cafeteria will be 7.00 Am to 7.00 Pm. Every weekdays including Sunday, Gazatted Holiday and festive holidays.*
  - n. In case of stand-closed of canteen, should be intimated to the authority before three days for prior approval. Closing for more than three days without prior approval will be taken seriously and action for termination of contract will be initiated.
  - o. *Sale and servicing of any type of Drugs, Alcoholic and tobacco products/items, Pan-masaala and flavored supari are strictly prohibited, if any activity related same will found at any time and any stage, will be taken seriously and contract will be terminated without prior notice and legal action will be taken against licensee.*
  - p. The liabilities, if arising out on account of quality of the product, hygiene, storage etc. shall be exclusively borne by the licensee.
  - q. The licensee shall display the selling price/Maximum retail price (MRP) of the products at the outlets for the convenience of the consumers/tourists.
  - r. The licensee shall ensure to have enough stocks of its products at Canteen.
  - s. *Any individual party and gathering by the outsiders are strictly prohibited and on special condition it will be required prior approval of Authority on written request with details and purpose.*
  - t. *Others:*
    - a. The licensee would be responsible for all-legal and administrative procedures and compliances for the day-to-day operations.
    - b. The Department will review the quality of services rendered by the licensee every year and the right to cancel the agreement with prior notices of three month without any compensation on the basis of report of committee for this purpose.
    - c. The licensee shall ensure uninterrupted services at and from the licensed area during the specified working hours.
    - d. The licensee will ensure compliance of all provisions, terms & conditions of agreement.

## 1. Termination of the Agreement

- a. In case of any legal infringement, this agreement shall stand terminated with immediate effect.
- b. Violation of any of the terms of the agreement may result in termination of this contract, after giving a reasonable opportunity to the licensee of being heard.
- c. **Registrar University of Rajasthan, Jaipur** has an unconditional power of revocation or cancellation at any time on the expiring of 3 month notice to that effect.

### 1. Performance Security

The licensee shall deposit a work performance security amount equivalent to 10% of total license fee for initial contractual period of two year (under provision of Point no. 2 of Terms and condition of Bid) in the form of FDR/Demand draft/Bank Guarantee (for the period of Thirty Six months from date of contract) drawn in favor of Registrar University of Rajasthan, jaipur. In case of termination of service by the licensee prior to the stipulated notice period, the work performance security shall stand forfeited and penalty will be charged as per RTPP Act 2012 & Rules 2013. Work Performance Security shall be refunded after satisfactory completion of the agreement period. No interest will be payable on deposit at the time of refund.

The FIRST PARTY Registrar University of Rajasthan, jaipur. will hand over (with record) the marked premises and installed electronic and electrical equipments and other furniture to the licensee, licensee can increased the facilities without dismantling any available infrastructural facilities and items stalled and fixed during contract period, which can be taken back after due permission and verification and handed over all infrastructure and equipments, which was the assets of the office.

### Resolution of Disputes

In regard to any dispute arising out of these tender conditions, the decision of the **Registrar University of Rajasthan, Jaipur** shall be final.

Any legal disputes arising out of the Agreement shall be subject to the jurisdiction of the civil courts in Jaipur.

The Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules 2013 will be applicable.

Signed By:	Signed By :
Designation Company:	For; Registrar, University of Rajasthan, Jaipur
In the presence of:	In the presence of:
Name and Address	Name and Address

**Declaration by Bidder (S R-11)**

Date: \_\_\_\_\_

NIB No.: \_\_\_\_\_

Alternative No., if applicable: \_\_\_\_\_

**Declaration**

I/We a legally constituted firm ..... and represented by  
..... declare that I am/ we are \* Manufacturers/ Whole Sellers/  
Sole distributor/ Authorized dealer/ bonafide dealers in the Goods and Related Services for  
which I/ We have Bid.

If this declaration is found to be incorrect then without prejudice to any other action that  
may be taken, my/ our Bid Security may be forfeited in full and the Bid if any to the extent  
accepted may be cancelled.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

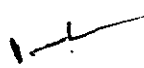
In the capacity of: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

\*Mention the capacity/status in which bidding is being done.



## 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 in connection with or out of the contract agreement or the meaning of operation of any part thereof 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.

## 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.

**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:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable of the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officers, not have my/our business activities suspended and not the subject of legal proceeding for any of the forgoing reasons;
4. I/We do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false 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;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date  
Place:

Signature of bidder  
Name:  
Designation:  
Address



## **Annexure C: Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is - Vice-Chancellor, University of Rajasthan, Jaipur or as decided by the Govt. of Rajasthan.

The designation and address of the Second Appellate Authority is Secretary/ Principal Secretary, Higher Education Department, Govt. of Rajasthan Secretariat, Jaipur or as decided by the Govt. of Rajasthan.

### **1-Filing an appeal**

If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to 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 entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to 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.

### **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.



- (b) Every appeal may be presented to First Appellate Authority or 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.

**7- Procedure for disposal of appeals**

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

**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 obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures, shall prevail subject to 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 services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms 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.
- 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 supplier.

**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**



From No. 1

(See rule 83)

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


Appeal No.....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 provisions of the Act by which the appellant is aggrieved:
  
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
  
5. Number of affidavits and documents enclosed with the appeal:
  
6. Ground of appeal:  
.....  
.....  
.....(Supported by an affidavit).
  
7. Prayer.....  
.....  
.....  
.....

Place.....

Date.....

Appellant's Signature



SELF DECLARATION

Ref. :  
To,

Date :

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

Dear Sir,

In response to the Bid No. \_\_\_\_\_ Date \_\_\_\_\_ as  
Owner/Partner/Director 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 1st April, 2013.

Name of the Bidder:

Signature:

Seal of the Organization: