

UBN: ATU2324SSRC00244

**BIDDING DOCUMENT**  
**(GOODS/SERVICES/WORK)**

**NIT No.: CTAE/NIT/2023-24/06**

Name of Item : Cleaning and sanitation work in Scientist  
Hostel of CTAE

Bid Ref. No. : CTAE/NIB/2023-24/Scientist-Hostel/15



COLLEGE OF TECHNOLOGY AND ENGINEERING  
Maharana Pratap University of Agriculture and Technology,  
Udaipur – 313 001 Rajasthan, India  
Phone: 0294-2470837, 0294-2471056 (Fax),  
Email: [ctaedean@gmail.com](mailto:ctaedean@gmail.com)



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Dr. P.K. Singh  
Dean

Ref. No.: CTAE/Acctts/Tender/2024/ 651

Date: 13-02-2024

**NOTICE INVITING TENDER**

**NIT No.: CTAE/NIT/2023-24/06**

*(NIB for Publication on Website of Procuring Entity/ State Public Procurement Portal)*

Sealed, Single Stage unconditional Bids are invited at **College of Technology and Engineering, MPUAT, Udaipur-313001 (Raj.)** for "Supply/providing of various Goods/Services/Works" as mentioned below, from manufacturers/ distributors/ authorised dealers/ stockiest/ registered Bidders/ bona-fide dealers / service providers having requisite experience, capabilities and governmental licenses, as may be required. The following bid(s)/tender(s) duly filled with relevant documents and fee may be submitted through **Hard Copy of Documents upto 1:00 PM of 02-03-2024.**

S.No.	Bid No.	Name of Item / Goods / Services / Work*	Estimated Cost (Rs. Lakh)	Amount of Bid Security (Rs.)
1.	CTAE/NIB/2023-24/Intranet/09	Annual maintenance contract (AMC) of the University Intranet and related labour work	9.50	19,000.00
2.	CTAE/NIB/2023-24/RO/10	Annual Maintenance Contract of RO water systems at CTAE	5.20	10,400.00
3.	CTAE/NIB/2023-24/Garden/11	Garden maintenance and cleaning services at CTAE	8.50	17,000.00
4.	CTAE/NIB/2023-24/Cleaning-CTAE /12	Cleaning and sanitation services in College	7.00	14,000.00
5.	CTAE/NIB/2023-24/Boys-Hostel-Cleaning/13	Cleaning and sanitation work in Boys hostels of CTAE	9.00	18,000.00
6.	CTAE/NIB/2023-24/Girls-Hostel-Cleaning/14	Cleaning and sanitation work in CTAE Girls Hostel	3.00	6,000.00
7.	CTAE/NIB/2023-24/Scientist-Hostel/15	Cleaning and sanitation work in Scientist Hostel of CTAE	2.60	5,200.00
8.	CTAE/NIB/2023-24/Carpentry/16	Carpentry maintenance service in all hostels	2.50	5,000.00
9.	CTAE/NIB/2023-24/Plumbing /17	Plumbing maintenance service in all hostels	2.20	4,400.00

*Handwritten signature and initials*

*Handwritten signature and initials*

S.No.	Bid No.	Name of Item / Goods / Services / Work*	Estimated Cost (Rs. Lakh)	Amount of Bid Security (Rs.)
10.	CTAE/NIB/2023-24/Elect-Maint-Hostels/18	Electric maintenance in all hostels	3.30	6,600.00
11.	CTAE/NIB/2023-24/FarmLabour/19	Services of Labour work (Labour basis)	9.40	18,800.00

\*In case there are several categories, each category effectively constitutes a separate bid and a separate bidding document has to be submitted for each category. For detail specifications, please see the **Section-3 of Bid Data Sheet** attached with each bid document.

- Bidding Documents including the conditions of Contract, Schedule of Services required, Bidding forms, etc. can be seen and downloaded from the official web sites, [www.ctae.ac.in](http://www.ctae.ac.in) or [www.mpuat.ac.in](http://www.mpuat.ac.in) or the website of State Public Procurement Portal, [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in). Alternatively, any other information may be obtained from the office of the Dean, College of Technology and Engineering, Maharana Pratap University of Agriculture and Technology, Udaipur (Raj.) during office hours (10:00 am to 5:00 pm / Summer- 7:30 am to 1:30 PM) on all working days up to one day before the date of opening of Bids.
- The price of Bidding Document/Tender price of **Rs. 500/- (non-refundable)** in the form of Demand Draft/Banker's cheque of a Scheduled Bank in India drawn in favour of the **Dean, College of Technology and Engineering, Udaipur payable at Udaipur**, may be paid along with user charges/processing fee, if any, at the time of submission of the Bid.
- Bids, **duly signed on all pages and serially numbered**, properly bound, accompanied with the Bid Security, (except concessional amount or Bid Securing Declaration, where applicable) in the form Demand Draft/ Banker's cheque/ Bank Guarantee, in the specified format, from a Scheduled Bank in India, shall be submitted personally or by post in sealed envelopes to the **Dean, College of Technology and Engineering, Udaipur – 313001 (Raj.)** bearing the Reference No of NIB (with Category, if any) and warning as "**BID FOR NIB No..... for.....<Name of item>....., NOT TO BE OPENED BEFORE ... .. <Date>... at.....<Time>.....AM/PM**", by post or by hand or dropped in the Bid Box at the office of the Procuring Entity.
- In case Bids have been invited electronically, the procedure for submission of Bids including payment of price of Bidding document, user charges/ processing fee, Bid Security, etc. shall be as provided on the State Public Procurement Portal.
- Bids received after the specified time and date shall not be accepted and returned unopened.
- The Bids shall be opened at as specified in Bid Data Sheet (BDS) in the presence of the Bidders or their representatives, who wish to be present.
- The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
- The Bidders shall have to submit a valid 'GST' clearance certificate from the concerned Commercial Taxes Officer.

(Dr. P.K. Singh)  
DEAN

College of Technology and Engineering,  
Udaipur – 313 001 (Rajasthan)

(Dr. B.L. Salvi)

(A.P. Goswami)



# COLLEGE OF TECHNOLOGY AND ENGINEERING

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**Dr. P.K. Singh**

Prof. & Dean

## **BIDDING DOCUMENT (GOODS/SERVICES/WORK)**

In support of the Notice Inviting Tender/Bid indicated above and in the Bid Data Sheet (BDS), the Procuring Entity, as indicated in the BDS, issues this Bidding Document for the supply of Goods/ equipment & Related Services incidental thereto/ Services as specified in Section-2, Schedule of Supply/Services (SS).

The Bidding Document consists of all the Sections indicated below, and should be read in conjunction with any Addenda issued:

### **Part-1 / भाग – 1**

#### **Notice Inviting Tender/Bid**

Section 1. Bid Data Sheet [BDS]

Section 2. Instructions to Bidders [ITB]

Section 3. Schedule of Supply (Specifications/conformance to standards, designs and drawings, etc., installation/ commissioning, Mandatory operation and maintenance, training, etc.) / Services

Section 4. Special Conditions of Contract [SCC]

### **Part-2 / भाग – 2**

Section 5. General Conditions of Contract [GCC]

Section 6. Bidding Forms and Annexures

**Important Instruction:- The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.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 the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.**

The bidders are advised to read and fully understand all the terms and conditions of the tender/bid provided in the bidding document before submitting their bids. This document is primarily in English. Certain portions of the bidding document are given in Hindi also. However, in case of any difference of meaning between the Hindi and English versions, the English version shall prevail.

महत्वपूर्ण अनुदेश: उपापन के संबंध में कानून “राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012”(इसके बाद) और उक्त अधिनियम के तहत “राजस्थान लोक उपापन में पारदर्शिता नियम 2013” लागू हो चुके हैं तथा राज्य लोक उपापन पोर्टल <http://sppp.rajasthan.gov.in> पर उपलब्ध हैं। अतः बोलीदाताओं को सलाह दी जाती है कि बोली प्रक्रिया में भाग लेने से पूर्व अधिनियम व नियम के प्रावधानों से परिचित हो जाएँ। यदि अधिनियम व नियम के प्रावधानों और इस बोली दस्तावेज़ के प्रावधानों में कोई विसंगति है तो अधिनियम व नियम के प्रावधान अभिभावी होंगे।

बोलीदाताओं को सलाह दी जाती है की वे अपनी बोली जमा करने से पूर्व बोली दस्तावेज़ की सारे नियम और शर्तें पढ़ कर अच्छी तरह समझ लें। यह दस्तावेज़ मुख्यतया अंग्रेजी में है। बोली दस्तावेज़ के कतिपय हिस्से हिन्दी में भी दिये गए हैं। हिन्दी व अंग्रेजी रूपों में अंतर होने पर अंग्रेजी रूप अभिभावी माना जाएगा।

## Section-1: Bid Data Sheet

भाग-1 : बिड डाटा शीट

1.	Subject Matter of Procurement	Services for 'Cleaning and sanitation work in MPUAT Hospital & Scientist Hostels of CTAE' at CTAE, Udaipur	
2.	Bid Reference Number	CTAE/NIB/2023-24/Scientist-Hostel/15	
3.	Procuring Entity's address	Dean, College of Technology and Engineering Udaipur - 313 001, Rajasthan, India Telephone No.: 0294-2470837 Fax: 0294-2471056 Email: <a href="mailto:ctaedean@gmail.com">ctaedean@gmail.com</a>	
4.	Language of the Bid	English/Hindi	
5.	Bid Category	Services	
6.	Contract Type	Rate Contract	
7.	Bid Covers	Two Envelopes (दो लिफाफ़ा): (1) Technical Bid and (2) Financial Bid	
8.	Bid Method	<b>Off-line tender submission / e-Procurement</b>	
9.	Website for submission of tender/ bid online	<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>	
10.	Websites for downloading tender documents/corrigendum, etc.	<a href="http://www.ctae.ac.in">www.ctae.ac.in</a> , <a href="http://www.mpuat.ac.in">www.mpuat.ac.in</a> <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a> ; <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>	
<b>11.</b>	<b>Key Dates</b>	<b>Date</b>	<b>Time</b>
	Publishing Date	14-02-2024	4:00 pm
	Document Download/ Sale Start Date	14-02-2024	4:30 pm
	Document Download/ Sale End Date	01-03-2024	11:00 am
	Bid Submission Start Date	15-02-2024	11:00 am
	Bid Submission Close Date	02-03-2024	01:00 pm
	Submission of Original Instrument for Tender Fee, Bid Security, Processing Fee and Other documents required <b>to be submitted in hardcopy in case of e-tender</b> as specified in ITB	02-03-2024	01:00 pm
	Technical Bid (Techno-Commercial) (Cover 1) opening Date	02-03-2024	2:30 pm
	Financial/Price Bid (Cover 2 ) Opening Date	06-03-2024	2:30 pm
12.	Price of the Bidding Document	Rs. 500/-	
13.	Bid Security Amount	2% of the Estimated Cost (as specified in the detailed NIB) in favour of <b>"Dean, College of Technology and Engineering, Udaipur"</b> payable at Udaipur	
14.	Processing Fee	<del>Rs.1000/- in favour of "Managing Director, RISL" payable at Jaipur</del>	
15.	Bid Validity (for Acceptance)	60 Days from the Last date of submission of Bids	
16.	Period of Contract (Rates, if approved, must be valid for services/supply)	Up to <b>01 (One) Year</b> from date of commencement of service (Can be extended for further <b>Three months</b> at the discretion of the procurement entity subjected to satisfactory performance)	
17.	Performance Security	5% of Amount of the Supply Order / Work Order	
18.	Award of Contract	The contract agreement is to be executed and Performance Security is to be submitted within 15 days.	
19.	<b>Redressed of Grievances during Procurement Process</b>		
	(a) First Appellate Authority	Dean, CTAE, Udaipur Phone: (0294) 2470837	
	(b) Second Appellate Authority	Vice Chancellor, MPUAT, Udaipur Phone: (0294)-2471101	

## Section-2: INSTRUCTIONS TO BIDDERS (ITB)

(For Packing, Marking & Submission of Bids)

भाग-2: बोलीदाताओं के लिए अनुदेश (आईटीबी) (पैकिंग, चिन्हित करने व बोली जमा करने हेतु निर्देश)

### 1. GENERAL

- 1.1 The Bidder shall submit the Bid using the appropriate Bid Submission Sheets/forms provided in the bidding document. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in ink or typed with the information requested.

निविदाकर्ता को निविदा निविदा-दस्तावेज़ में दिए गए उचित प्रपत्रों/कागजों को प्रयुक्त करते हुए प्रस्तुत करनी चाहिए। ये प्रपत्र उनके फॉर्मेट में बिना कोई परिवर्तन किये पूर्ण किये जाने चाहियें, कोई बदलाव स्वीकार नहीं होगा। सारी खाली जगहें स्याही से भरी जानी चाहिए अथवा मांगी गयी सूचना टाइप की होनी चाहिये।

- 1.2 The original (and all copies, if asked) of the Bid shall be typed or written in ink, properly bound, all pages shall be serially numbered and signed by the Bidder or a person duly authorized to sign on behalf of the Bidder/JV. **In cases other than a sole proprietor entity, this authorization shall consist of a written confirmation as specified in the bidding documents and shall be attached to the Bid.**

निविदा की मूल प्रति (तथा अन्य प्रतिलिपियाँ, यदि मांगी गयी हों) स्याही द्वारा लिखीं अथवा टाइप की हुई, अच्छी तरह से बँधी हुई, सभी प्रपत्रों पर क्रम से नम्बर लगे हुए और सभी प्रपत्रों पर निविदादाता या निविदादाता/जेवी से हस्ताक्षर के लिए अधिकृत व्यक्ति के हस्ताक्षर किए होने चाहिये। **यदि निविदादाता एकल स्वामित्व से भिन्न है तो यह ऑथोराइजेशन निविदा-दस्तावेज़ में वर्णित एक लिखित ऑथोराइजेशन होना चाहिए जिसे निविदा के साथ सलंगन किया जाना चाहिए।**

- 1.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed by the person signing the Bid.

निविदा में किसी भी तरह की कांट-छांट, अक्षरों का मिटाना, ऊपर लिखना (overwriting), इत्यादि तभी मान्य होगी जब उस पर निविदा को हस्ताक्षर करने वाले व्यक्ति के हस्ताक्षर होंगे।

### 2. BIDDING COST AND FEES

If the Bid Document has been downloaded from the website and not purchased from the procuring entity, then the bidder has to pay the cost, as indicated in the BDS, of bidding document.

यदि बोली-दस्तावेज़ वेबसाइट से डाउनलोड किया गया है और उपापन संस्था से खरीदा गया नहीं है तो बोलीदाता को इसका बीडीएस में इंगित मूल्य चुकाना होगा।

Every bidder has to pay the Bid Security (Earnest Money) in the manner and of the amount as indicated in the BDS. In case a concessional Bid Security under the provisions of Rules and the Bidding document, a proof of eligibility for the same must also be enclosed.

प्रत्येक बोलीदाता को बोली प्रतिभूति (अर्नेस्ट मनी) की राशि बीडीएस में सूचित मूल्य व रूप में चुकानी होगी। यदि नियमों व बोली दस्तावेज़ में प्रावधान हो तो रियायती दर से बोली प्रतिभूति लागू होगी, रियायती दर का पात्र होने का साक्ष्य साथ में लगाना होगा।

In case of e-Procurement, a **Processing Fee** in the manner and of the amount as indicated in the BDS shall also be payable.

इ-प्रोक्योरमेंट के स्थिति में एक निश्चित प्रोसेसिंग फीस देय होगी जैसा कि BDS में दर्शाया गया है

The original instruments (BC/DD/Receipt) must be enclosed with the bid.

निविदा के साथ में मूल बैंकर चेक, डिमांड ड्राफ्ट या रशीद लगानी होगी

### 3. DOCUMENTS AND THE PROCEDURE FOR SUBMISSION OF BIDS IN MANUAL/PHYSICAL OR OFFLINE BIDDING (भौतिक/आफ़लाइन बोली के लिए दस्तावेज़ तथा निविदा प्रस्तुत करने की पद्धति)

#### 3.1 Two-Envelope or Two-Cover Bidding:

- 3.1.1 **Technical Bid:** The Technical Bid or Proposal document shall be prepared consisting of the all the forms/annexure indicated in the Table-1 of this section. These documents should be sealed in an envelope and the envelope must be marked **“TECHNICAL BID”**. **Finance/Price bid/schedule and any other document containing price information should not be put in this envelope.**

**तकनीकी निविदा:** तकनीकी निविदा/प्रस्ताव सारणी-1 में वर्णित सभी दस्तावेज़ों को उसी क्रम में लगाते हुये तैयार की जानी चाहिए। इन समस्त कागजातों को एक लिफ़ाफ़े में रख कर बंद कर उस पर **“तकनीकी निविदा”** अंकित करना चाहिए। **इस लिफ़ाफ़े में वित्तीय/मूल्य निविदा/शेड्यूल या मूल्य संबंधी कोई भी कागज़ नहीं रखने चाहिए।**

- 3.1.2 **Financial Bid:** The bidder should prepare Price Schedules for each item using appropriate forms (Form-PS) and any other document mentioned in the Bidding Document and seal in a separate envelope and mark the envelope as **“PRICE SCHEDULE”** and write the NAME OF ITEM/ GOODS on it.

However, a single price schedule for all items must be used, if so indicated in the form.

All the envelopes of price bids for all the items quoted by bidder (if required to be quoted item-wise) must

be put in one single envelope. This envelope must be marked “**FINANCIAL BID**”

बोलीदाता को उचित फार्म (फार्म-PS) तथा निविदा दस्तावेज़ में वर्णित अन्य दस्तावेज़ प्रयुक्त करते हुए प्रत्येक वस्तु के लिए एक प्रथक लिफाफा तैयार करना चाहिए

यदि फार्म में ऐसा इंगित हो तो, सभी वस्तुओं के लिए एक ही मुल्य-शेड्यूल तैयार करना होगा।

- 3.1.3 The envelopes for Technical Bid and Financial Bid must be put in an outer envelope and must be sealed properly.

तकनीकी निविदा तथा वित्तीय निविदा के लिफाफे एक बाहरी लिफाफे में रख कर भलीभांति सीलबंद किये जाने चाहिए।

- 3.2 **Single Envelope Bidding:** In case of single envelope bidding, all the documents described above for Two-Envelope bidding, including the price schedules, must be put in a single envelope.

एकल लिफाफे की स्थिति में दो लिफाफा पद्धति निविदा में बताए सभी दस्तावेज़ वित्तीय निविदा समेत एक ही लिफाफे में डालें

- 3.3 **SEALING AND MARKING OF BIDS**

The outer and inner (if any) envelopes shall, additionally and compulsorily -

- (a) bear the complete address of the Procuring Entity and the name and complete address along with telephone/ mobile number of Bidder;
- (b) Bear the specific identification of the Bidding process (**Bid Reference No.**) and the date and time of submission of Bid. In case there are many categories in the NIB, the specific **CATEGORY** for which the bid is being submitted must also be indicated; and
- (c) The outer envelopes and the inner envelopes (if any) containing the Technical Bids shall bear a warning not to be opened before the time and date for the opening of Technical Bids, as specified in the NIB/NIT and BDS.
- (d) The inner envelopes (if any) containing the Financial Bid and/or Price proposals shall bear a warning not to be opened until advised by the Procuring Entity.

इसके अतिरिक्त बाहरी तथा प्रत्येक अंदरूनी लिफाफों पर आवश्यक रूप से निम्नलिखित बातें अंकित करें:

- (a) उपापन संस्था का पूरा पता तथा निविदादाता का नाम, पूर्ण पता, टेलिफोन/मोबाइल नं.;
- (b) बोली (bidding) प्रक्रिया की विशिष्ट पहचान सं. (**Bid Reference No.**) तथा निविदा जमा करने की दिनांक तथा समय। यदि बोली आमंत्रण की सूचना में कई श्रेणियां हैं तो उस विशिष्ट श्रेणी, जिसके लिए निविदा/बोली प्रस्तुत की जा रही है, को भी अंकित करें;
- (c) बाहरी लिफाफे तथा तकनीकी निविदा के अंदरूनी लिफाफे पर लिफाफे को निविदा दस्तावेज़ में वर्णित तकनीकी निविदा खोलने की दिनांक व समय से पूर्व न खोले जाने की चेतावनी;
- (d) वित्तीय निविदा के अंदरूनी लिफाफे पर उपापन संस्था द्वारा निर्देशित करने से पूर्व न खोले जाने की चेतावनी।

- 3.4 **If all envelopes are not sealed and marked as required, the Procuring Entity shall assume no responsibility about its consequences including misplacement and premature opening of the Bid.**

यदि समस्त लिफाफे निर्देशानुसार सीलबंद तथा अंकित (marked) नहीं किये गए हैं तो उपापन संस्था इसके परिणामों, गलत जगह पर रखे जाने अथवा समयपूर्व खोले जाने सहित, के लिए उत्तरदायी नहीं होगी।

- 3.5 Alternative Bids, if permissible, shall be prepared, sealed, marked, and delivered with the inner envelopes marked in addition “ALTERNATIVE BID No: ....”, as appropriate.

विकल्प निविदा यदि जायज हो तो उसे सील बंद आंतरिक लिफाफे पर “विकल्प निविदा सं” लिख कर जैसा उपयुक्त हो भिजवाएं

- 3.6 **Submission of Bids:** Bidders may submit their Bids by post or by hand to the address specified in BDS or directly dropped in the Bid Box, where provided up to the time and date specified.

निविदा SBDS में दर्शाए पते पर निश्चित दिनांक व समय तक डाक द्वारा या व्यक्तिशः भेजी जा सकती है या सीधे ही ड्राप बॉक्स में डाली जा सकती है

- 3.7 **Late Bids:** The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids for whatsoever reason, including postal delay. Such Bids shall be declared late, rejected, and returned unopened to the Bidder.

देर से पहुंची निविदा, किसी भी कारण से चाहे डाक की देरी से, उपापन संस्था द्वारा स्वीकार्य नहीं होगी ऐसी निविदा को अस्वीकृत करके बिना खोले ही लौटा दी जाएगी

4. **PROCEDURE OF SUBMISSION OF E-TENDERS IN E-PROCUREMENT PROCESS**

- 4.1 Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in-online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act- 2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.

इस निविदा में भाग लेने को इच्छुक बोलीदाताओं को <https://eproc.rajasthan.gov.in> पर पंजीकृत होना होगा। ऑनलाइन निविदाओं में भाग लेने के लिए बोली लगाने वालों को सूचना प्रौद्योगिकी अधिनियम-2000 के अनुरूप डिजिटल हस्ताक्षर प्रमाणपत्र (प्रकार द्वितीय या तृतीय) प्राप्त करने होंगे जिसके उपयोग से वे अपने इलेक्ट्रॉनिक बोलियों में हस्ताक्षर कर सकेंगे। बोलीदाता यह किसी भी सीसीए प्रमाणित एजेंसी से खरीद सकते हैं या राजस्थान सरकार के ई-प्रोक्योरमेंट सेल, आईटी और सी विभाग से अधिक सहायता के लिए संपर्क कर सकते हैं। जिन बोलीदाताओं के पास पहले से ही एक मान्य डिजिटल प्रमाण पत्र है उन्हें नया डिजिटल प्रमाण पत्र खरीदने की जरूरत नहीं है।

Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are:

राजस्थान सरकार के ई-प्रोक्योरमेंट सेल, आईटी और सी विभाग के संपर्क सूचनाएँ हैं:

Telephone No.: 1800 3070 2232, 0141-4022688, 07878007972, 07878007973, 0141-4022688 (Help Desk 10.00 AM to 6.00 PM on all working days), Toll Free No.: 8002337315 email: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in). Address: e-procurement cell, RISL. Yojana Bhawan, TilakMarg, C-Scheme, Jaipur.

- 4.2 Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Interested bidders may contact e- Procurement Cell, RISL.

ई-टेंडरिंग प्रणाली के उपयोग पर बोलीदाताओं के लिए RISL द्वारा नियमित आधार पर प्रशिक्षण की व्यवस्था भी की जाती है। इच्छुक बोलीदाता ई-प्रोक्योरमेंट सेल, RISL से संपर्क कर सकते हैं।

- 4.3 Bidders are also advised to refer "Bidders manual" available under "Download" section on the e-procurement website for further details about the e-tendering process.

ई-निविदा प्रक्रिया के बारे में अधिक जानकारी के लिए निविदाकर्ता को ई-प्रोक्योरमेंट पोर्टल के "डाउनलोड" सेक्शन के तहत उपलब्ध "बोलीदाताओं मैनुअल" को पढ़ना चाहिए।

- 4.4 Tender shall be submitted online only through e-procurement portal of GoR i.e. [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).

निविदा केवल राजस्थान सरकार की ई-प्रोक्योरमेंट पोर्टल अर्थात् [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) के माध्यम से ही ऑनलाइन प्रस्तुत की जानी चाहिए।

- 4.5 The documents to be uploaded in Technical Bid under the Cover-1 or "Fee/PreQual/Technical" cover are same as shown in **Table-1**.

तकनीकी निविदा के लिए अपलोड किए जाने वाले दस्तावेज़ सारणी-1 में दिये गए निर्देश के अनुसार ही होंगे।

- 4.6 Legible/readable scanned copies of signed & sealed (stamped) documents (as a single file in PDF format) to be uploaded under different "Description" heads by the bidders are as mentioned in the Table-1.

निविदाकर्ता को पीडीएफ फॉर्मेट में स्कैन किए हुये सुस्पष्ट/सुपठ्य दस्तावेज़ विभिन्न "कवरों" (कवर-1 व कवर-2, दो-लिफाफ़ा अथवा एक-लिफाफ़ा पद्धति के अनुसार जैसा उपयुक्त हो) तथा "Description" शीर्षकों के अंदर अपलोड करने होंगे।

- 4.7 In case of Two -Cover bidding, the Price Bid in xls format (BOQ) must be uploaded under the "Cover 2" or "Finance" Cover.

दो-कवर बोली में कवर-2 या फाइनेंस कवर में मूल्य बोली xls फॉर्मेट में (बीओक्यू) अपलोड करनी चाहिए।

- 4.8 In case of single cover bid, the BOQ or Price bid has to be uploaded in "Cover 1" only.

एकल लिफाफे की स्थिति में बी ओ क्यू या वित्तीय निविदा कवर 1 में ही अपलोड करनी है

- 5.10 The bidder has to send the following document by post to the address of the procuring entity so as to reach before the schedule date and time as indicated in the BDS:

- (a) Original fee receipts/instruments of (i) Bid Document Cost, (ii) Bid Security (along with the document for concessional Bid Security, if entitled for and applicable), and (iii) Processing Fee  
(b) Hardcopies of the other documents marked "Yes" in the column No. 3 of the Table-1.

**If the above are not received within due date and time, the online bids will not be opened.**

बोलीदाता को उपापन संस्था को डाक द्वारा निम्नलिखित दस्तावेज़ BDS में इंगित दिनांक व समय से पूर्व भौतिक रूप में भेजने होंगे:

- (a) निम्न की मूल रसीदें/उपकरण (i) बोली-दस्तावेज़ का मूल्य, (ii) बोली प्रतिभूति (अमानत) राशि (रियायती बोली प्रतिभूति की पात्रता हेतु दस्तावेज़ सहित, यदि लागू हो तो), (iii) प्रोसेसिंग शुल्क

- (b) सारणी-1 में yes से इंगित दस्तावेज़ों की मूल प्रतियाँ

तय दिनांक व समय से पूर्व भौतिक रूप में उक्त दस्तावेज़ प्राप्त नहीं होने पर ऑनलाइन बोली नहीं खोली जाएगी।

- 5.11 Bidders should note that they will not be able to submit their tenders online after the specified/ scheduled date & time of submission of bid document.



निविदादातानिविदा दस्तावेज में निश्चित दिनांक व समय के बाद ऑनलाइन निविदाजमा नहीं करा सकेंगे

- 5.12 All bidders are advised not to wait for last date and submit their tender/bid at earliest. The procurement entity shall not be responsible for any interruption/technical snag in website and No extension in deposition of Tender/bid shall be allowed unless otherwise the procurement entity extends the dates.

सभी बोलीदाताओं की अंतिम तिथि के लिए प्रतीक्षा नहीं करने व जल्द से जल्द अपनी निविदा/ बोली प्रस्तुत करने के लिए की सलाह दी जाती है। वेबसाइट में कोई रुकावट/ तकनीकी गड़बड़ी के उपापन संस्था जिम्मेदार नहीं होगी और निविदा/ बोली के बयान में कोई विस्तार के लिए अनुमति नहीं दी जाएगी जब तक कि उपापन संस्था द्वारा तिथि को न बढ़ाया गया हो

- 5.13 No physical/offline Tender/bid shall be accepted in case of e-Procurement process.  
ई-प्रोक्योरमेंट की स्थिति में भौतिक या ऑफ लाइन निविदा किसी भी रूपमें स्वीकृत नहीं की जाएगी

**TABLE-1: Documents/Forms/Annexure to be enclosed with Technical Bid**

S. No.	Document Name (Signed & Stamped)	In case of Online bidding	
		Hardcopy Required*	Name of "Description" Head for uploading scanned copies
1.	Bid Document fee	Yes	Scanned Copies of Various Fees*
2.	Bid Security	Yes	
3.	Document in support of concessional Bid Security under rules, if applicable	Yes	
4.	Processing Fee	Yes	
5.	Bid submission sheet & General Profile of bidder (Form BSS)	No	Bid Submission sheet and Declarations
6.	Declaration (Form DB7)	No	
7.	Declaration by bidder (Form Cl)	No	
8.	Acceptance of Terms & Conditions (Form TC)	No	
9.	Declaration by Bidder (Form MA-1) or Manufacturer's Authorization (Form MA-2) as per value of Procurement (in case of Goods only)	No	
10.	Finance & Commercial Competency (Form TB-A)	No	Technical Bid Forms and Documents
11.	Copies of all documents as per Form TB-A	No	
12.	Deviations, if any, from Technical specifications (Only for goods) (Form TB-B)	No	
13.	Documents establishing Technical specification compliance (as per Form TB-B)	Yes	
14.	ITB, SCC and GCC	No	Other Documents

\* In case of e-procurement the originals documents marked 'Yes' compulsorily have to be sent physically to the Procuring Entity before the Date and Time specified in the BDS.

### Section-3: Schedule of Supply/Service

(Specifications/ Conformance to standards, designs and drawings, etc., Installation/Commissioning, Mandatory operation & maintenance, Training, etc. (Scope of Services)

#### भाग-3 : सप्लाई/सेवा-शेड्यूल

**कार्य का नाम: सी.टी.ए.ई. महाविद्यालय के MPUAT Hospital & Scientist Hostel में साफ सफाई व सेनिटेशन काम की सेवाएँ प्रदान करना/ Cleaning and sanitation work in MPUAT Hospital & Scientist Hostel of CTAE**

अनुबंधकर्ता को एमपियुएटी हॉस्पिटल और साइंटिस्ट हॉस्टल में साफ सफाई व सेनिटेशनका काम करना होगा।

नोट: महाविद्यालय में विभिन्न हॉस्टल जिनमें साफ सफाई व सेनिटेशन होनी हैं तथा उनमें छात्रों की अधिकतम संख्या निम्न प्रकार से हैं:

1. वैज्ञानिक छात्रावास
2. एमपियुएटी हॉस्पिटल

**सारणी-1 : साफ-सफाई व सेनिटेशन सेवाओं के कार्य करने का अन्तराल / आवृत्ति**

क्र.सं.	कार्य का नाम	कार्य करने का अन्तराल / आवृत्ति
1.	समस्त हॉस्टल के समस्त टॉयलेट व यूरिनल, इत्यादि धोना व साफ करना	प्रतिदिन
2.	समस्त हॉस्टल के समस्त यूरिनल में नेफथलिन गोलियां डालना	सप्ताह में दो बार
3.	समस्त हॉस्टल के समस्त कोरिडोर की सफाई करना व खुशबुदार फिनायल से पोछा लगाना	प्रतिदिन
4.	समस्त हॉस्टल के समस्त डायनिंग हॉल की सफाई करना व खुशबुदार फिनायल से पोछा लगाना	प्रतिदिन
5.	समस्त हॉस्टल के समस्त कोमन रूम की सफाई करना व खुशबुदार फिनायल से पोछा लगाना	सप्ताह में दो बार
6.	समस्त हॉस्टल के अंदर खुले कोर्टयार्ड में सफाई करना	सप्ताह में दो बार
7.	समस्त हॉस्टल के सामने एवं आस-पास सफाई करना	आवश्यकतानुसार
8.	समस्त हॉस्टल के अंदर के छतों से जाले साफ करना	सप्ताह में एक बार
9.	समस्त हॉस्टल के खुली छत साफ करना	आवश्यकतानुसार वर्ष में चार या पांच बार

**साफ सफाई व सेनिटेशन सेवा प्रदाता के कार्यों तथा ड्यूटी का विवरण एवं सम्बंधित कार्य, नियम एवं शर्तें**

- 1- उपरोक्त वर्णित ब्लॉक्स में सुचारू रूप से साफ- सफाई करवाने के लिए समुचित स्टाफ की व्यवस्था करना। इसके लिए कम से कम छः श्रमिक प्रतिदिन (semi skilled) सरकार द्वारा अनुमोदित दर पर रखना अनिवार्य होगा।
- 2- साफ सफाई करवाने की सारणी 1 के क्रम 01 से 09 तक के समस्त स्थान एवं साफ सफाई व सेनिटेशन काम।
- 3- काम के दौरान किसी भी तरह के हादसे में महाविद्यालय की जिम्मेदारी नहीं होगी।
- 4- कार्यकारी संस्था द्वारा महीने में दो बार (15 दिन के अन्तराल पर) सभी छात्रावासों की नाली की सफाई करना आवश्यक है।
- 5- साफ सफाई व सेनिटेशन में कर्मियों द्वारा झंडे का उपयोग ना करके वेट मोप सेट एवं ड्राई मोप सेट का उपयोग करना होगा।
- 6- सेवा प्रदाता द्वारा साफ सफाई व सेनिटेशन के लिए प्रति छात्रावास में कम से कम एक या जरूरत अनुसार दो सफाई कर्मियों को लगाना आवश्यक है साथ ही अलग-अलग छात्रावास में लगे सफाई कर्मियों की पहचान सूचि मय मोबाइल नंबर कार्यालय में उपलब्ध कराना अनिवार्य है।

- 7- साफ सफाई व सेनिटेशन कार्य में किसी भी तरह की कमी साथ ही सफाई कर्मियों का व्यवहार एवं नियम व शर्तों पर कार्य न करने की शिकायत पर सेवा प्रदाता पर रूपयें 5000/- का गुर्माना लगाया जा सकेगा जो सेवा प्रदाता को मान्य होगा।
- 8- छात्रावासों का कचरा इकट्ठा कर कचरा पात्र में डालना आवश्यक है। इधर-उधर फेकने पर Rs. 1000/- का जुर्माना प्रतिदिन के आधार पर किया जावेगा।
- 9- सभी छात्रावासों में मेंन पोर्च, कोरिडोर एवम् कोमन हॉल को हफ्ते में एक दिन पानी डालकर वाइपर से साफ़ करना आवश्यक है।
- 10- श्रम-विभाग के नियमों की पूर्ण पालना करनी होंगी।
- 11- महाविद्यालय द्वारा किसी प्रकार का कोई अवकाश देय नहीं होगा। किसी जरूरी काम से देरी/नहीं आने की सूचना को मोखिक/लिखित/टेलीफोन के द्वारा चीफवार्डन/ऑफिस को देना आवश्यक है, इसमें अंतिम निर्णय चीफवार्डन का होगा। सेवा प्रदाता के द्वारा बिना अनुमति कार्य पर नहीं आने पर प्रतिदिन 500/- रूपयें की कटौती की जायेगी।
- 12- 18 वर्ष से कम आयु के व्यक्ति को उपरोक्त वर्णित कार्य पर नहीं रखा जायगा।
- 13- विश्वविद्यालय की जनरल शर्तों को स्वीकार करने के लिए बाध्य होंगे।
- 14- विश्वविद्यालय एवं राज्य सरकार द्वारा समय-समय पर दिए गये निर्देशों की पूर्ण पालना करना आवश्यक है।

निविदा की उपरोक्त सभी शर्तें स्वीकार है।

All the terms & conditions of above bid are acceptable.

हस्ताक्षर -----

निविदादाता मय मोहर

नाम:

दिनांक:.....

## Section-4: Special Conditions of Contract (SCC)

### भाग-4 : अनुबंधकी विशेष शर्तें (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC).  
Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

#### 1. Qualifying and Evaluation Criteria:

**Qualification Criteria:** The bidder must have all the necessary techno-commercial and financial competence as judged by several criteria like turnover, similar contracts executed in past, etc. Specific criteria to be employed in this bidding are listed in the bidding forms.

Besides financial, commercial qualification as above, the technical suitability of goods offered in view of specifications, standards, samples, etc. as provided in the Schedule of Supply and Bidding document shall determine the qualification of the bidder. These details must be provided by the bidder in specific forms, if asked in the bidding forms.

**Evaluation Criteria:** The substantially responsive bids shall be evaluated financially on the basis of the net price to the Procuring Entity.

#### अर्हताऔर मूल्यांकन कसौटी:

**तकनीकी निविदा:** निविदादाता के पास सभी तरह के विधि द्वारा सामान्यतया आवश्यक विभिन्न सरकारी विभागों से अनुमति, रजिस्ट्रेशन, इत्यादि के अतिरिक्त निम्न योग्यताएं होने चाहिए:

किसी महाविद्यालय/ संस्था, जहाँ सी.टी.ए.इ. के समकक्ष छात्र/स्टाफ संख्या हो, में संतोषप्रद रूप से साफ-सफाई व सेनिटेशन सेवाएँ करने का न्यूनतम 3 वर्ष का अनुभव। इसका प्रमाणपत्र आवश्यक रूप से संलग्न करें।

**वित्तीय निविदा:** वित्तीय निविदा स्वीकृत करने का आधार, तकनीकी मूल्यांकन में अर्हता प्राप्त दर में, न्यूनतम दर होगा।

- The order will be placed by the Dean, CTAE, Udaipur or any other Unit Officers of the university and the supply is to be made at FOR Indenter Office or as specified in the supply order within the area of MPUAT, Udaipur, Rajasthan. Payment will be made by indenting officer after satisfactory supply and successful installation, commissioning, training, etc. (if applicable).
- Liability on the part of University will arise only when the supply order is issued by the Intending Officer of the University.
- Any dispute arising out of this contract shall be subject to the courts having jurisdiction at Udaipur, Rajasthan only.**
- अनुबन्धी शर्तों के अनुसार कार्य करने पर सेवाकार्य एक वर्ष की अवधि के लिए सेवाकार्य की प्रारंभ तारीख से होगा | कार्य संतोषप्रद होने पर सेवाकार्य अवधि का नवीनीकरण विश्वविद्यालय नियमानुसार **03 Month** के लिए किया जा सकता है। Rates, if approved, shall remain effective upto **01 (One) Year** from date of commencement of service (Can be extended for further **Three months** at the discretion of the procurement entity subject to satisfactory performance) and the approved supplier has to execute all the orders received by him up to 01 (one) year.
- If bidder comes under GTS, then the same should be indicated in the Technical Bid. Otherwise service tax will be assumed nil and in future the University shall not pay any service tax and bidder has to pay itself.
- यदि सफल निविदादाता निविदाशर्तों के अनुसार समय पर व संतोषप्रद कार्य नहीं कर पाता है तो अधिष्ठाता को परिस्थिति अनुसार एक सप्ताह का नोटिस देकर अनुबन्ध समाप्त करने का पूर्ण अधिकार होगा। ऐसी अवस्था में अमानत/घरोहर राशि जब्त की जा सकेगी एवं अन्य दण्ड राशि देयबिल में से काट ली जायेगी।
- ठेकेदार को सफाई कार्य में प्रयुक्त समस्त सामग्री का व्यय स्वयं को वहन करनी होगा।
- निविदाकर्ता को निविदा भरने से पूर्व सभी विभागों का निरीक्षण कर कार्य के विस्तार का अनुमान लगा लेना चाहिए।

निविदा की उपरोक्त सभी शर्तें स्वीकार हैं।

All the terms & conditions of above bid are acceptable.

हस्ताक्षर -----

निविदादाता मय मोहर

नाम:

दिनांक:.....

## **Section-5: General Conditions of Contract (GCC)** **(General Terms & Conditions of Tender)**

### **भाग-5: अनुबंध की सामान्य शर्तें** **(टेंडर की सामान्य नियम व शर्तें)**

#### **1. Definitions**

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (i) "Act" Means the Rajasthan Transparency in Public Procurement Act, 2012
- (ii) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (iii) "Contract" means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein.
- (iv) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (v) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (vi) "Day" means calendar day.
- (vii) "Delivery" means the transfer of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract.
- (viii) "GCC" mean the General Conditions of Contract
- (ix) "Goods" means all of the commodities, raw material, machinery and equipment, documents, guarantees/warrantees and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- (x) "Procuring Entity" means the Entity purchasing the Goods and Related Services, as specified in the BDS.
- (xi) "Related Services" means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance, commissioning of equipment or machinery and other similar obligations of the Supplier under the Contract.
- (xii) "Rules" means the Rajasthan Transparency in Public Procurement Rules, 2013
- (xiii) "SCC" means the Special Conditions of Contract.
- (xiv) "Subcontractor" means any natural person, private or government Entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (xv) "Supplier" means the natural person, private or government Entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (xvi) "The Site" where applicable, means the place of delivery, installation, testing/commissioning of the goods/equipment or machinery or any other place named in the Bid Document.
- (xvii) If the context so requires it, singular means plural and vice versa.
- (xviii) The term "in writing" means communicated in written form through letter, fax, e-mail etc. with proof of receipt.
- (xix) If the context so requires it, the term bidder, supplier, contractor and service provider shall have the same meaning.
- (xx) Supply of Goods means Supply of Goods and Completion of related services, if any.
- (xxi) If the context so requires, the terms "Goods & Related Services" and "Services" shall have same meaning.

#### **2. GENERAL**

##### **2.1 Language of Bid and Contract**

2.1.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, and the Contract shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

2.2.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

**2.2 Cost of Bidding:** 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. The cost of bidding document shall neither be refunded no adjusted towards any subsequent bid in any case.

##### **2.3 Code of Integrity and Conflict of Interest**

2.3.1 Any person participating in the procurement process shall have to abide by the Code of Integrity and shall not have any Conflict of Interest (as defined in the Act and Rules). Every bidder shall be required to submit an undertaking as per the format given in the bidding documents to this effect.

2.3.2 The Procuring Entity shall take legal action against the Supplier under Section 11(3), 46 and chapter IV of the Act, if it breaches any provisions of the Code of Integrity, or is determined to have engaged in corrupt, fraudulent, coercive or collusive practices in competing for the Contract or execution of the Contract.

## **2.4 Eligible Bidders**

- 2.4.1 A Bidder may be a natural person, private Entity, government-owned Entity or, if permitted in the Bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], Consortium or Association.
- 2.4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of India. In case of International Competitive Bidding or Joint Venture, Consortium or Association (where permitted), the nationality of the Bidder and all parties constituting the Bidder shall be of India or a country not declared ineligible by Government of India.
- 2.4.4 A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
- 2.4.4 A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by, if debarred by the State Government or the Procuring Entity.
- 2.4.5 In case a prequalification, empanelment or registration process has been conducted prior to the Bidding process, this Bidding will be open only to the pre-qualified, empanelled or registered Bidders.
- 2.4.6 Each Bidder shall submit only one Bid except in case of alternative bids, if permitted.
- 2.4.7 No Bidder who is not registered under the Sales Tax Act prevalent in the State where his business is located shall Bid. The Sales Tax Registration Number should be quoted and a GST/ Sales Tax Clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the Bid is liable to be rejected.

## **2.5 Eligible Goods and Related Services**

- 2.5.1 All Goods and Related Services to be supplied under the Contract shall have India as their country of origin or a country which has not been declared ineligible by Government of India. Bidders shall complete the country of origin declarations in the Price Schedule Forms, if so indicated.
- 2.5.2 If so required in the Bid Document a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorisation using the form included in the Bid document to demonstrate that it has been duly authorised by the manufacturer or producer of the Goods to supply these Goods in India.

## **2.6 Sale of Bidding Document**

- 2.6.1 (i) The sale/download of the Bid Document shall be open for a period as specified in the BDS. The prospective Bidders may also download the Bidding Document from the website of the Procuring Entity/ State Public Procurement Portal and pay its price while submitting the filled-up Bidding Document to the Procuring Entity or e-procurement gateway, as the case may be.
- (ii) Bidding Document purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.
- 2.6.2 The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Procuring Entity or not downloaded correctly from the Procuring Entity's website/ State Public Procurement Portal.

## **2.7 Clarification of Bidding Document and Pre-Bid Conference**

- 2.7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the BDS.
- 2.7.2 The Bidder or his authorised representative is invited to attend the Pre-Bid Conference, if provided for in the BDS. The purpose of the Pre-Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.
- 2.7.3 The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the Pre-Bid Conference.
- 2.7.4 Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

## **2.8 Amendment of Bidding Document**

- 2.8.1 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all Bidders who have obtained the Bidding Document directly from the Procuring Entity. It shall also be uploaded on the websites of the Procuring Entity and State Public Procurement Portal for prospective bidders to download.

**2.9 Alternative Bids:** Unless otherwise specified in the BDS, alternative Bids shall not be considered.

## **2.10 Withdrawal, Substitution and Modification of Bids**

- 2.10.1 A Bidder may withdraw, substitute or modify its Bid Proposal after it has been submitted by sending a written Withdrawal/ substitutions/ modifications etc. Notice, duly signed by the Bidder or its authorised representative, and shall include a copy of the authorisation. The corresponding Withdrawal, Substitution or Modification of the Bid must accompany the respective written Notice. All Notices must be:
- submitted in accordance with relevant ITB Clauses for submission of bids, the respective inner and outer envelopes shall be clearly marked "WITHDRAWAL"; "SUBSTITUTION", or "MODIFICATION" and
  - Received by the Procuring Entity prior to the deadline specified by the Procuring Entity for submission of Bids.

## **3. PREPARATION OF BIDS**

### **3.1 Documents Establishing the Eligibility of the Bidder**

- 3.1.1 To establish their eligibility in accordance with GCC Clause [Eligible Bidders], Bidders shall submit documents as asked in appropriate bid submission sheets (BSS).

### **3.2 Documents Establishing the Qualifications of the Bidder**

- 3.2.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the documentary evidence indicated for each qualification criteria specified under Evaluation and Qualification Criteria

in the Bidding Document.

### **3.3 Documents, Samples, Tests & Trials Establishing the Conformity of the Goods and Related Services to the Bidding Document**

3.3.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence as asked in the technical Bid submission form (specifications, designs and drawings and conformance to BIS or other acceptable codes) and where asked for, supply samples, demonstrates trials or carry out tests as specified in Section [Schedule of Supply] and any amendment thereof issued. If indicated, a duly signed statement of deviations and exceptions to the provisions of the Section [Schedule of Supply] should be given by the bidder.

3.3.3 Bids for articles, if any, specified in Section [Schedule of Supply] shall be accompanied by two sets of samples of the articles bid, where asked for, properly packed and marked with Name & address of the bidder, Bid Reference No. and the Name of item.

**The samples should reach before the due date of opening of bid or technical bid. The bidder himself has to arrange for the delivery of samples to the Procuring Entity's office and the Procuring Entity shall not be responsible for getting these released from Railways, Courier, etc. No-fulfilment of this clause may make the bid unresponsive.**

3.3.3 The Procuring Entity may retain the approved samples till the completion of all supplies to ensure that the supply conforms to the approved samples.

3.3.4 The Procuring Entity will not be responsible for any damage, wear and tear, or loss during testing, examination, etc. during the period these approved or unapproved samples are retained. Approved/unapproved samples shall be collected by the Bidders at his own cost. The uncollected samples shall be forfeited and no claim for their cost, etc. shall be entertained.

### **3.4 Period of Validity of Bids**

3.4.1 Bids shall remain valid for the period specified in the BDS or Bidding documents after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

3.4.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

### **3.5 Currencies of Bid.**

3.5.1 The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees unless otherwise specified in BDS in case of International Competitive Bidding (ICB). All payments shall be made in Indian Rupees only, unless otherwise specified in the BDS.

3.5.2 If equipment is imported, the Procuring Entity may open L.C. in favour of the Principal but all the other formalities relating to import (clearing, etc.) are to be completed by the successful bidder at his cost. The bidder can avail facilities against our Excise/Custom Exemption certificate. The bidder should have Custom Bonded Warehouse facilities.

### **3.6 Bid Prices And Discounts**

3.6.1 All items in the Schedule of Supply must be specified/ listed and priced separately in the Price Schedules. If a Price Schedule shows items specified / listed but not priced, these may be marked as Not Quoted.

The rate quoted should be inclusive of all requisite accessories. The details of accessories are to be clearly mentioned in bid document by the bidder. The rates of optional accessories if any be quoted separately.

3.6.2 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.

3.6.3 The Bidder shall quote separately any unconditional discounts, only if permitted explicitly in BDS, and show the methodology for their application in the Financial Bid Submission Sheet.

3.6.4 Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

3.6.7 All rates quoted must be FOR destination and should include all incidental charges except Central/ Rajasthan Sales Tax/ GST, Entry Tax, which should be shown separately. No cartage or transportation charges will be paid by Procuring Entity and the delivery (including unloading and stacking etc.) of the Goods shall be given at the designated premises of the Procuring Entity.

## **5. BID SECURITY**

5.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in original form and in the amount and currency specified in the Bidding documents.

5.2 Bid Security shall be 2% of the estimated value of subject matter of procurement put to bid or as specified by the State Government. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the value 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 estimated value of Bid. Concession Bid Security shall be applicable for certain category of bidders as the rules in force.

5.3 The Bid Security may be given in the form of cash, a banker's cheque or bank demand draft or bank guarantee, in

specified format, of a Scheduled Bank in India. The bid security instrument (BC/DD) must be in the name of the Procurement Entity as indicated in the BDS.

5.4 In lieu of Bid Security, a Bid Securing Declaration shall be taken from Departments/Bodies of the State/Central Government as per Rules. For the Bid Securing Declaration the Bidder shall use the form included in Section [Bidding Forms & Annexure].

5.5 Bid Security instrument or cash receipt of Bid Security or a Bid securing declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.

Request for adjustment of bid security deposited in earlier bids or deduction from the bills shall not be entertained. Bid Security shall not earn any interest.

5.7 The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:-

- i. when the Bidder withdraws or modifies his Bid after opening of Bids; or
- ii. when the Bidder does not execute the agreement within the specified time after issue of letter of acceptance/ placement of supply order; or
- iii. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
- iv. when the Bidder does not deposit the Performance Security in the specified time period after the supply / work order is placed;
- v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act, Chapter VI of the Rules and the Bid Document; or
- vi. if the Bidder does not accept the correction of its Bid.

## 6. **OPENING, EVALUATION AND COMPARISON OF BIDS**

### 6.1 **Opening of Bids**

6.1.1 The Bids shall be opened on the date, time and place specified in the BDS by the Bids opening committee in the presence of the Bidders or their authorised representatives who choose to be present.

**The bidder or his authorized representative, if asked, should come prepared for technical presentation and demonstration on the date of opening of the bid and may be required to stay next day also.**

6.1.2 If electronic Bidding is adopted, specific electronic Bids opening procedure as specified on the State Public Procurement Portal shall be followed. The Bidders may witness the electronic Bid opening procedure online.

6.1.3 If the date of opening of financial bids needs to be extended to enable evaluation of a large number of technical bids received, the changed date and time shall be communicated through the website of the Procuring Entity. It shall also be communicate telephonically only to the bidders who attended the technical bid.

6.1.4 In case the date of opening of bids happens to be a holiday, then the bids shall be opened on the next working day.

### 6.2 **Evaluation of Responsiveness of Technical Bids**

6.2.2 The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of Section [Schedule of Supply] have been met without any material deviation or reservation.

6.2.3 The Procuring Entity shall also examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

### 6.3 **Correction of Arithmetical Errors in Financial Bid**

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

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

6.3.2 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.

### 6.4 **Price and/ or Purchase Preference**

6.4.1 Price and/ or Purchase Preference, if applicable, shall be given in accordance with the policy of State Government notified / prevalent at the time of issue of NIT/NIB.

### 6.5 **Evaluation of Financial Bids**

6.5.2 Unless otherwise specified in BDS, the evaluation of the total Price of a Bid shall be the price of delivering the Goods and Related Services at the site(s) or place(s) of delivery specified in Bidding documents, including all taxes and duties payable on them, insurance, transport, loading, unloading, erecting, stacking, testing, commissioning, etc. The Procuring Entity shall make its own estimates of these costs, if the same has not been included or mentioned clearly by the bidder.

6.5.3 The Procuring Entity will make its own assessment of the cost of all quantifiable minor deviations or deficiencies from the technical requirements or any nonmaterial nonconformities and minor omissions for the purpose of ensuring fair comparison of Bids.

6.5.4 i. In comparing the rates quoted by firms from outside Rajasthan and those in Rajasthan but not entitled to Price



- Preference, the element of Rajasthan GST shall be excluded whereas that of Central Sales Tax shall be included for comparison of rates.
- ii. While comparing the rates in respect of firms within Rajasthan the element of Rajasthan Sales Tax / GST shall be included.
- 6.5.5 The comparative chart of prices generated by the e-procurement portal for online e-procurement, if any, shall only be for reference purpose. It is clarified that the ranking of bidders as L-1 (or H-1, if appropriate) will be determined on the basis of comparative chart generated by the Procuring Entity in accordance with the terms and conditions of the bid and the Rules.
- 6.6 Post qualification of the Bidder**
- 6.6.1 The Procuring Entity shall determine to its satisfaction that the Bidder that is selected as the lowest Bidder is qualified to perform the Contract satisfactorily.
- 7 PROCURING ENTITY'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS**
- 7.1 The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.
- 8. ACCEPTANCE OF THE SUCCESSFUL BID AND AWARD OF CONTRACT**
- 8.1 The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid and shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
- 8.2 If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.
- 9 SIGNING OF CONTRACT**
- 9.1 In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period specified in the BDS or where the period is not specified in the BDS, then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.
- 9.2 If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration, as the case may be, within the specified time period, the Procuring Entity shall take action against the successful Bidder as per the provisions of the Act and the Rules. The Procuring Entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance on the rates of lowest Bidder to the next lowest responsive Bidder.
- 10.1 PROCURING ENTITY'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**
- 10.1.1 At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Documents may be increased or decreased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- 10.1.2 If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document or postpones the procurement to any later date and/or withdraws in part due to change in circumstances or for any other reason(s), the Bidder shall not be entitled for any claim or compensation whatsoever against the Procuring Entity except otherwise provided in the Conditions of Contract. The Procuring Entity's decision in this regard shall be final and binding on the Contractor.
- 11. DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDER AT THE TIME OF AWARD**
- 11.1 As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.
- 12. INTERPRETATION OF CONTRACT**
- 12.1 **Contract Documents:** Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, supplementary, and mutually explanatory.
- 12.2 **Entire Agreement:** The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- 12.3 **Amendment:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.
- 12.4 **Non-waiver**
- (i) Subject to GCC Sub-Clause (ii) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- (ii) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 12.5 **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 12.7 **Governing Law:** The Contract shall be governed by and interpreted in accordance with the laws of India and the State of Rajasthan.
- 12.8 **Assignment:** Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party with recorded reasons. Such assignment shall not relieve the Supplier or the Procuring Entity of their respective obligations under the Contract.
- 12.9 **Subcontracting**
- 12.9.1 The Supplier shall not sublet or assign the Contract or its any part to anyone without the prior written approval of the Procuring Entity. The Supplier shall notify the Procuring Entity in writing of all subcontracts to be awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. The capability details of such subcontractors shall be provided to the Procuring Entity who shall evaluate and take a decision as to whether approve it or not, if not initially approved during the evaluation of the bid.
- 12.9.2 Subcontractors, if permitted, shall comply with all the provisions of the contract.
13. **JOINT VENTURE, CONSORTIUM OR ASSOCIATION AND CHANGES IN THE CONSTITUTION OF THE SUPPLIER**
- 13.1 If the Supplier is a Joint Venture, Consortium, or Association all the parties shall sign the Contract except in case of the Joint Venture, Consortium or Association is a registered Firm or Company. All the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one party to act as a lead partner with authority to bind and represent the Joint Venture, Consortium, or Association.
- 13.2 The structure/composition or the constitution of the Supplier as a firm, joint Venture, Consortium, or Association shall not be altered without the prior consent of the Procuring Entity.
- Any change in the structure/ constitution of the firm, etc., shall be notified forthwith by the Bidder in writing to the Procuring Entity and such change shall not relive any former member of the firm, etc., from any liability under the contract.
- The status of the lead partner/ representative of the Joint Venture, Consortium or Association as a major stake holder shall not change without the consent of the Procuring Entity. Any new major stake holder must agree to abide by all terms and conditions of the contract.
- No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procuring Entity a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract.
14. **SCOPE OF SUPPLY**
- 14.1 The Goods and Related Services (or Services) to be supplied shall be as specified in Section [*Schedule of Supply/Services*].
- 14.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include, at the supplier's cost, all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
15. **SUPPLIER'S RESPONSIBILITIES**
- 15.1 The Supplier shall supply all the Goods and Related Services/Services included in the Scope of Supply in accordance with the provisions of the Contract.
16. **PROCURING ENTITY'S RESPONSIBILITIES**
- 16.1 Whenever the supply of Goods or Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Procuring Entity shall, if so requested by the Supplier, shall make its best effort to support the Supplier in complying with such requirements in a timely and expeditious manner.
17. **DELIVERY & COMPLETION SCHEDULES**
- 17.1 The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Bidding Documents or as finally approved in Approval order.
18. **EXTENSIONS OF TIME**
- 18.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods/Service pursuant to GCC Clause [Delivery & Completion Schedules], the Supplier shall promptly notify the Procuring Entity in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages depending on the nature of causes of delay, by issuing an amendment of the Contract.
- 18.2 Except in case of Force Majeure, as provided under relevant GCC Clause, or reasons beyond the control of the

Supplier under relevant GCC Clause, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause [Liquidated Damages].

## **19. INDEMNITY, PATENT AND COPYRIGHT**

- 19.1 The Supplier shall indemnify and hold harmless the Procuring Entity and its employees, officers, authorised agents, Officer-in-Charge and its successors from and against any and all liability, suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of supply of goods/service by the contractor or any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of supply of Goods to and use by the Procuring Entity. Provided that such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract.
- 19.2 Contractor further agrees at his cost to defend, indemnify and hold the Procuring Entity harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local authorities, etc. or any other civil or criminal court, tribunals by reason of any violation by contractor or his sub-contractor/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the Procuring Entity arising under or out of or by reasons whatsoever by Goods/Services/work provided for by this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasi-judicial tribunal.
- 19.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in above Sub-Clauses, the Supplier shall at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 19.3 If the Supplier fails to conduct any such proceedings or claim, then the Procuring Entity shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Procuring Entity and any cost, expense, etc. that may be incurred by the Procuring Entity in this behalf, shall also be recoverable from the Contractor.
- 19.4 All sums payable by way of compensations under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Procuring Entity without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

## **20. DAMAGE TO PROPERTY**

- 20.1 The Contractor including his sub-contractor(s), if any, shall be responsible for making good at his cost to the satisfaction of the Procuring Entity any loss or any Procuring Entity or its employees/students, if such losses or damages is due to fault and/or negligence or wilful acts, omission, and/or any other reason whatsoever of the Contractor and/or his sub-contractor/s, their employees, agents, representative etc.

## **21. CONFIDENTIAL INFORMATION**

- 21.1 In addition to the requirements of the provisions of Section 49 of the Act and Rule 77 of the Rules regarding Confidentiality, the Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under this Clause.

However, in case of electronic data or information, the Procuring Entity may not hold such responsibility for access to data on line by any third party.

- 21.2 The obligation of a party under GCC Sub-Clause(s)above, however, shall not apply to information that:
- (a) the Procuring Entity needs to share with the Government or; now or hereafter enters the public domain through no fault of the Procuring Entity;
  - (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

- 21.3 The provisions of this shall survive completion or termination, for whatever reason, of the Contract.

## **22. CONTRACT PRICE AND PAYMENTS**

### **22.1 Contract Price**

- 22.1.1 The Contract Price shall be as specified in the Agreement or Approval subject to any additions and adjustments thereto, or deductions therefore, as may be made pursuant to the Contract.
- 22.1.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments, if approved.
- 22.1.3 Price Fall Clause: In the event of the supplier accepting lower prices for supplies covered under this contract to any other customer during the pendency of the contract, the lower price and charges will also be applicable to this contract. The supplier must intimate the Procuring Entity as soon as the contractor accepts the lower process from any other company including PSU and Government organisations.

### **22.2 Terms of Payment**

- 22.2.1 The terms of payment of the Contract Price shall be as specified in the Approval orders/ Agreement.

- 22.2.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted upon fulfilment of all the obligations stipulated in the Contract. All remittance charges shall be borne by the Supplier.
- 22.2.3 The currency in which payments shall be made to the Supplier under this Contract shall be Indian Rupees unless otherwise specified in the SCC.
- 22.2.4 In case of disputed items, 10 to 25% of the amount of the price of such items may be withheld and will be paid on settlement of the dispute.
- 22.2.5 Payment in case of those Goods which need trials or testing/inspection as specified in Section [Schedule of Supply] shall be made only when such trials or tests have been carried out and trials or test/inspection results received conforming to the prescribed specifications.
- 22.2.6 Advance Payment will not be made except in rare and special cases and as provided for in the Contract. In case of advance payment being made, it shall be to the extent and on conditions, interest at the prevailing bank rates and against a confirmed bank guarantee for 100% of the advance as provided in the SCC. The amount of advance shall be used exclusively for supplies against the Contract. If advance payment is to be made after despatch of Goods by the Supplier, it will be made after presenting the proof of dispatch through the bank and prior inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection note given to the Supplier.

### **22.3 Taxes and Duties**

- 22.3.1 For Goods supplied from outside India or within India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed/ incurred until delivery of the contracted Goods at site to the Procuring Entity outside India.
- 22.3.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

### **23. Change Orders and Contract Amendments**

- 23.1 The Procuring Entity may at any time order the Supplier through Notice to make changes, within the general scope of the of the Contract in any one or more of the following:
- i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity
  - ii. the method of shipment or packing;
  - iii. the place of delivery; and
  - iv. The Related Services to be provided by the Supplier.
- 23.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.
- 23.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 23.4 Additional quantity (up to 50% or as provided in the Rules) may be procured by placing a repeat order on the rates and conditions of the original order. If the Supplier fails to do so, the performance security may be forfeited and the supplier be banned. The Procuring Entity shall also be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

### **24. PERFORMANCE SECURITY**

- 24.1 The Supplier shall, within fifteen (15) days or a different period, if specified in SCC, of the Notification of Award, sign the Contract Agreement and provide a Performance Security or, where applicable, a Performance Security Declaration for the due performance of the Contract. Performance Security Declaration shall be taken from Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. The State Government may relax the provision of Performance Security in particular procurement.
- 24.2 The amount of Performance Security shall be five percent, or as specified in the BDS, of the amount of the supply order. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of Goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order. The currency of Performance Security shall be Indian Rupees, if otherwise not specified in BDS.
- 24.3 Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and operation and/ or maintenance and defect liability period, if any.
- 24.4 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract within the specified time period shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder at the rates of the lowest bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

- 24.5 The Performance Security shall be denominated in the currency of the Contract and shall be in one of the following forms:
- (i) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or
  - (ii) National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or
  - (iii) Bank guarantee. It shall be of a scheduled Bank in India in prescribed or other acceptable format or from other Issuer acceptable to the Procuring Entity. The bank guarantee shall be got verified from the issuing bank and confirmer, if any; or
  - (iv) Fixed Deposit Receipt (FDR) of a Scheduled Bank. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

Provided further that the Procuring Entity may instead deduct the performance security amount from the payment of the supplier to be returned after completion of all contractual obligations of the supplier.

- 24.6 The proceeds of the Performance Security shall be forfeited and shall be payable as compensation to the Procuring Entity on happening of any of the events mentioned below:
- (i) when the Supplier does not sign the Agreement in accordance with the Clause [Signing of Contract] within the specified time; after issue of letter of acceptance/ placement of supply order within the specified period; or
  - (ii) when the Supplier fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
  - (iii) when Supplier fails to make complete supply of the Goods or Related Services satisfactorily within the time specified; or
  - (iv) When any terms and conditions of the Contract is breached; or
  - (v) if the Supplier breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and as specified in the Bid Document.

Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.

## **25. FORCE MAJEURE**

- 25.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause and effects thereof.

Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.

## **26. PROVISIONS APPLICABLE ONLY FOR SUPPLY OF GOODS AND RELATED SERVICES**

### **26.1 Packing, Insurance and Transportation**

- 26.1.2 All Goods must be sent freight paid through Railways or Goods transport. If Goods are sent freight to pay, the freight together with departmental charge of 5% of the freight will be recovered from the Supplier's bill. R.R. should be sent under registered cover. In case advance payment is to be made, the RR shall be sent through Bank only.
- 26.1.2 In the event of any loss, damage, breakage or leakage or any shortage due to inadequate packing, the Supplier shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
- 26.1.3 Unless otherwise specified in the approval order, the insurance charges will be borne by the supplier and the Procuring Entity will not be required to pay such charges, if incurred.
- 26.1.4 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the conditions and Inco terms specified in the Bidding Documents.
- 26.1.5 The Goods shall be supplied FOR locations specified in Bidding Documents. All transportation charges, local taxes, etc. shall be borne by the Supplier.

### **26.2 Inspections, Tests and Trials**

- 26.2.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests, and/or trials and/or inspections of the Goods and Related Services as are specified in Section [Schedule of Supply]. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like

Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.

26.2.2 The Procuring Entity or its designated representatives shall be entitled to attend the tests, and/or inspections and/ or trials referred to in these Clauses, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance, like travelling and boarding and lodging expenses. The Supplier shall provide all reasonable facilities and assistance, including access to specification codes, designs, drawings and production data at no charge to the Procuring Entity.

26.2.3 The Procuring Entity may require the Supplier to carry out any test and/or trials and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards and samples supplied with the Bid under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or trials and/or inspection shall be added to the Contract Price. Further, if such test and/or trials and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.2.4 The Procuring Entity may reject any Goods or any part thereof that are received but fail to pass any test and/or trials and/or inspection or do not conform to the specifications and samples supplied with the Bid, if any. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications and samples supplied with the Bid if any, at no cost to the Procuring Entity, and shall repeat the test and/or trials and/or inspection, at no cost to the Procuring Entity.

If, however, due to exigencies of Procuring Entity's work, such replacement either in whole or in part, is not considered feasible, the Procuring Entity after giving an opportunity to the Bidder of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates and accept the supply. The deduction so made shall be final.

26.2.5 The Supplier agrees that neither the execution of a test and/or trials and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to such test and/or trials and/or inspection, shall release the Supplier from any warranties or other obligations under the Contract.

### 26.3 SPECIFICATIONS AND STANDARDS

26.3.1 The Goods and Related Services supplied under this Contract shall conform to the Specifications, Standards. Drawings mentioned in the Section [Schedule of Supply] and shall bear such marks. When no applicable standard is mentioned, the Goods and Related Services supplied shall be of the best quality and the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods. In no case such standards shall be inferior to the relevant updated BIS or international standards.

26.3.2 Equipments/implements which are governed by Dangerous Machinery Regulations Act should be necessarily 'ISI' marked (attach certificate with the Bid) and for other equipments 'ISI.' quality certification is desirable.

26.3.3 The supply of articles for which the requirement of samples has been indicated in the Schedule of Supply, shall in addition, conform strictly to the approved samples. The decision of the Procuring Entity whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the Supplier.

### 26.4 LIQUIDATED DAMAGES

26.4.1 Subject to provisions of GCC Clause 25 [Force Majeure] and 18 [Extension of Time], if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Procuring Entity shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages on the basis of following percentages of value of Goods and/ or Related Service which the Supplier has failed to supply or complete:-

No.	Condition	LD %
a.	Delay up to one fourth period of the specified period of delivery, successful installation and completion of subject matter of procurement.	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the specified period of delivery, successful installation and completion of subject matter of procurement.	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the specified period of delivery, successful installation and completion of subject matter of procurement.	7.5 %
d.	Delay exceeding three fourth of the specified period of delivery, successful installation and completion of subject matter of procurement.	10.0 %

Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated if it is less than half a day.

The value of Goods and/ or Related Services not received in specified time should be calculated carefully. The method of calculation for contracts which include multiple items of supply/ service in case individual value of each item is not taken in the Bid should be generally given in the SCC.

For turnkey projects in which cost of individual items is not known also, the total value of the turnkey project shall become the basis for imposing LD (if due) if apportionment formula is not given in the SCC.

The maximum amount of liquidated damages shall be 10%. Once the maximum is reached, the Procuring Entity may terminate the Contract.

26.4.2 Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in

satisfactory replacement by the Supplier along with amount of liquidated damages shall be recovered from his dues and Performance Security available with the Procuring Entity. In case balance of recovery is not possible, recourse will be taken under Rajasthan Public Demand Recovery Act or any other law in force.

## **26.5 WARRANTY**

26.5.1 The Supplier should warrant that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The Supplier should further warrant that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use

26.5.2 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after supply of the Goods and completion the Related Services have been accepted at the final destination indicated in the SCC, or in case of Goods being imported after the placement of Supply Order, for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

**However, if the warranty provided by the manufacturer is for longer period the same shall apply.**

26.5.3 The Supplier shall within thirty (30) days, or within a different period if specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

26.5.4 In case of machinery and equipment also, guarantee will be given as mentioned in sub-clause 3 above and the Supplier shall during the guarantee period replace the parts / whole if any and remove any manufacturing defect if found during the above period so as to make machinery and equipment operative. The Supplier shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect, malfunctioning, etc.

26.5.5 In case of machinery and equipment specified by the Procuring Entity the Supplier shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed at the time of entering in to the contract. The Supplier shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise.

In case of change of model he will give sufficient notice to the Procuring Entity who may like to purchase spare parts from them to maintain the machinery and equipment in perfect condition.

26.5.6 If having been notified, the Supplier fails to remedy the defect within the period specified; the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

## **27. PROVISIONS RELATED ONLY TO SUPPLY OF WORK/SERVICES CONTRACT**

### **27.5 Contractor to be Liable for All Payment to His Employees**

27.5.1 All persons engaged or deployed by the Contractor in connection with the providing of services under the contract shall be deemed as his employees for purposes of payment/remuneration to them and no claim shall lie against the Procuring Entity in respect of delay, deduction and non-payment of wages and/or remuneration/ compensation by the Contractor to them.

अनुबंध के तहत सेवाओं को प्रदान करने के संबंध में ठेकेदार द्वारा लगाए या तैनात सभी व्यक्तियों के लिए उन्हें भुगतान/ पारिश्रमिक के प्रयोजनों के लिए ठेकेदार के कर्मचारियों के रूप में माना जाएगा और उन्हें ठेकेदार द्वारा वेतन का गैर-भुगतान, कटौती, देरी और/या पारिश्रमिक/ मुआवजा के संबंध में विश्वविद्यालय के खिलाफ कोई मांग मान्य नहीं होगी।

27.5.2 The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, employer's contribution for Provident Fund, ESI contribution, etc., to the persons engaged by him for rendering the services as per the statutory requirements as in force or as may be applicable from time to time during the currency of the contract.

ठेकेदार उसके द्वारा लगाए गए व्यक्तियों को सांविधिक आवश्यकताओं के अनुरूप वर्तमान में तथा अनुबंध की अवधि के दौरान समय-समय पर लागू वेतन तथा अन्य परिलाभ यथा सवैतनिक अवकाश, अंशदायी भविष्य निधि/ईएसआई अंशदान, आदि के भुगतान के लिए उत्तरदायी होगा।

27.5.3 The contractor shall be liable for payment of the minimum wages rates as per the notification issued from time to time by the Office of Chief Labour commissioner (C), Ministry of Labour & Employment, Govt. of India, New Delhi.

ठेकेदार भारत सरकार के मुख्य श्रम आयुक्त, श्रम व रोजगार मंत्रालय, नई दिल्ली द्वारा समय-समय पर जारी अधिसूचना के अनुसार न्यूनतम वेतन के भुगतान के लिए उत्तरदायी होगा।

27.5.4 The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.

ठेकेदार को इस अनुबंध के दौरान और इस अनुबंध की समाप्ति पर उसके द्वारा नियोजित कर्मचारियों व श्रमिकों के रोजगार, मुकदमे बाजी और किसी भी अन्य कार्रवाई से उत्पन्न सभी देनदारियों का वहन करना होगा।

27.5.5 The Procuring Entity shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the Procuring Entity will be on the basis of accepted rates and services/work executed thereof.

उपापन संस्था द्वारा इस मद में कोई अतिरिक्त राशि का भुगतान नहीं किया जाएगा। उपापन संस्था द्वारा ठेकेदार को पारिश्रमिक केवल स्वीकृत दरों और सेवाओं/ कार्यनिष्पादन के आधार पर देय होगा।

### **27.6 Provident Fund and Employees State Insurance**

27.6.1 The contractor shall be wholly responsible for complying with the fulfilment of the provisions of the Employees

Provident Fund and Miscellaneous provisions Act, 1952 and Employees State Insurance Act including subsequent amendments & notifications as applicable, in respect of the employees engaged by him for the services.

ठेकेदार सेवाओं के लिए उसके द्वारा लगे कर्मचारियों के संबंध में, कर्मचारी भविष्यनिधि एवं विविध प्रावधान अधिनियम, 1952 और कर्मचारी राज्य बीमा अधिनियम व इनके समस्त उत्तर्ती संशोधनों और सूचनाओं के प्रावधानों की पूर्ति के अनुपालन के लिए पूरी तरह से जिम्मेदार होगा।

- 27.6.2 The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and also under the Employees State Insurance Act. Bidder is required to submit the copy of the PF Registration Number received from RPFC office and the ESI Registration Number before starting the work, failing which the contract is liable to be terminated.

ठेकेदार को, यदि पहले से ही पंजीकृत नहीं है, तो कर्मचारी भविष्य निधि एवं विविध प्रावधान अधिनियम, 1952 के तहत क्षेत्रीय कर्मचारी भविष्य निधि आयुक्त (RPFC) में तथा कर्मचारी राज्य बीमा अधिनियम के अंतर्गत स्वयं को पंजीकृत करवाना होगा। बोलीदाता को RPFC कार्यालय से प्राप्त पीएफ पंजीकरण संख्या तथा ईएसआई पंजीकरण संख्या की प्रतिलिपि प्रकाश प्रारम्भ करने से पहले प्रस्तुत करने की आवश्यकता है, ऐसा न होने पर अनुबंध समाप्त किया जा सकता है।

- 27.6.3 Each bill must be submitted along with the name of the labour/employee deployed for the Services, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan for the amount deposited in RPFC office/Trust till previous month, failing which the payment for bill submitted by the contractor may be withheld.

ठेकेदार को प्रत्येक बिल के साथ पिछले महीने तक सेवाओं के लिए तैनात किए गए प्रत्येक श्रमिक/ कर्मचारी के नाम के साथ उन्हें भुगतान की गयी मजदूरी/ वेतन, उनके वेतन से पीएफ/ईएसआई की राशि की कटौती, पीएफ/ईएसआई के मद में नियोजित के योगदान हेतु जमा की गयी राशि तथा राशि को RPFC/ईएसआई कार्यालय/ ट्रस्ट में जमा करने की चालान की प्रति प्रस्तुत करनी होगी। ऐसा न करने पर ठेकेदार द्वारा प्रस्तुत बिल के भुगतान पर रोक लगाई जा सकती है।

## 27.7 Statutory Obligations and Compliance in Respect of Various Acts

- 27.7.1 The Contractor shall be responsible for the payment of any and all contributions, duties, levies and taxes including service tax, payable at present to the Central or State Government authorities, for providing the services under the contract.

The Contractor, at his own cost, shall be responsible for full compliance with all obligations and restrictions imposed by all applicable rules, laws, bye-laws, regulations and requirements of Central, State, Municipal and local authorities concerning employer-employee relationships of his employees. The Contractor further agrees to comply and to secure the compliance of the same by all his sub-contractor/s, if any.

- 27.7.2 It will be the sole responsibility of the Contractor to ensure all sorts of payments to his workers and maintain, at his own cost, such registers and documents, and submit such return as are required under the various rules, laws, regulations, statutes, etc. of any government authority for production of the same before the Procuring Entity and/or other Statutory Authorities prescribed in this behalf, as and when required. Any default by the Contractor in this respect will render the Contractor liable to payment of necessary compensation/penalty, as deemed fit by the Procuring Entity. In case of any penalty on the Procuring Entity on these grounds, the Procuring Entity reserves the right to deduct necessary amount from the Contractor's bills towards such payments without prejudice to the rights & remedies of the Procuring Entity.

- 27.7.3 The Contractor should obtain all requisite licenses from various government departments/agencies, as may be required, as early as possible on award of contract and preferably prior to commencement of contract so to avoid any breach of law.

## 27.2 Contractor's Subordinate Staff and Their Conduct

- 27.2.1 The contractor shall have the sole and exclusive responsibility for execution & supervision of the Services by sufficient and qualified staff with his/their best skill, attention and supervision to the satisfaction of the Officer-in-Charge in such a manner as will ensure Service of the best quality and expeditious working. Whenever in the opinion of the Officer-in-Charge additional and sufficiently qualified staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof.

- 27.2.2 Whenever any of the Contractor's agents, sub-agents or other employees shall in the opinion of the Officer-in-Charge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Procuring Entity and/or the Officer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be assigned for providing the services, the Contractor, if so directed by the Officer-in-Charge, shall at once remove such person or persons from duty. Any person or persons so removed shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the assignment of providing the services, he shall do so and shall bear all costs/compensation in connection therewith.

- 27.2.3 The Contractor shall be responsible for the proper conduct and behaviour of all the staff and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any of its employees from acting in any way detrimental or prejudicial to the interest of the Procuring Entity or Staff or students community or trespassing the rooms or offices of the students or its employees, except when it is required for their discharge of duties, and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relive the Procuring Entity of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

## 27.10 Compensation and Liability

- 27.10.1 The Procuring Entity shall not be liable for or in respect of any damages or compensation payable as per any Act or



Law in respect of or in consequence of any death or injury resulting naturally or by accident to any person in the employment of the contractor or any of his subcontractor or third party etc. and the Contractor shall indemnify and keep indemnified the Procuring Entity against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

**27.1 Penalty for Delayed Start of Work/Services And/ Or Deficient/ Unsatisfactory Services**

27.1.1 In case the contractor fails to commence the work of providing services within one week from the date of issuance of LOA/LOI, the Procuring Entity shall recover a pre-determined and agreed compensation @1% (one percent) of the total value on weekly basis from the contractor if the delay is on account of contractor. In the event of the delay exceed 2 weeks, then the other provisions including termination of contract, forfeiture of bid security/performance security, and withdrawal of LOA/Contract shall apply at the sole discretion of the Procuring Entity.

**28. TERMINATION AND DISPUTES**

**28.1 Termination for Default**

28.1.1 The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part: if the Supplier fails to deliver any or all of the Goods and/ or Related Services within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 3.8; or If the Supplier fails to perform any other obligation under the Contract. If the Supplier, in the judgment of the Procuring Entity has breached the Code of Integrity, as defined in GCC Clause 2.3, in competing for or in executing the Contract.

28.1.2 In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 5.1.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods and/ or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**28.2 Termination for Insolvency**

28.2.1 The Procuring Entity may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.

**28.3 Termination for Convenience**

28.3.1 The Procuring Entity, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Goods that are complete and ready for shipment at the time of Supplier's receipt of the Notice of termination may, if required, be accepted by the Procuring Entity at the Contract terms and prices.

**28.4 Dispute Resolution**

28.4.1 Any disputes arising out of this Bid shall be referred to the Dispute Resolution Committee to be constituted for the purpose.

28.4.2 Arbitration may be applicable in case of disputes which remain unresolved through the Dispute Resolution Committee.

28.4.3 Any dispute arising out of this contract shall be subject to the courts having jurisdiction at Udaipur only.

**29. REDRESSAL OF GRIEVANCES DURING PROCUREMENT PROCESS**

29.1 Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix A to these ITB.

**DECLARATION**

I/We certify that I/We have read the General Conditions of Contract and that I/We agree to abide by the General terms & Conditions.

हस्ताक्षर -----

निविदादाता मय मोहर

नाम:

दिनांक:.....

**BID SUBMISSION SHEET**

Fee	Amount (Rs.)	Mode	No. & Date
Tender Fee		DD/ BC	
Bid Security		DD/ BC	

NIB No.: CTAE/NIB/ .....

Date: .....

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

To:

The Dean, CTAE, Udaipur

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including its all Addenda. We offer to supply Goods/Services in conformity with the Bidding Document and in accordance with the delivery schedule and the all the terms & conditions specified in Bidding Documents. Our Bid shall remain binding upon us for a period specified in the Bid Document and may be accepted at any time before the expiration of that period;
- (b) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- (c) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (d) Our important particulars are as given below:

1.	Name & address of the tendered with telephone/mobile No., Fax No., e-mail address etc.	:	
2.	Whether Proprietor/ Partnership/ Company (Enclose copy of document)	:	
3.	PAN No.	:	
4.	TIN No.	:	
5.	Service Tax Registration no.	:	
6.	Banker details:	:	
	(a) Name	:	
	(b) Branch No.	:	
	(c) Address	:	
7.	(a) Bank Account No.	:	
	(b) Type of A/c : Saving / Current/CC/ any other	:	
	(c) IFSC code	:	
8.	Are you exempted from paying custom Duty/ excise Duty/Sales Tax, if yes give details.	:	
9.	Any other important information related to the tender requirement.	:	

हस्ताक्षर -----

निविदादाता मय मोहर

नाम:

दिनांक:.....

**Technical Bid Submission Form: Part-A**  
(Bidders Financial and Commercial Competence Criterion)

**Important Note:**

The bidder is required to enter the relevant information in respect of their Financial & Commercial Competence as described below and as required in SCC. The proof in form of relevant certificates must invariably enclosed. The bidder must complete the following Table and indicate the page No. of the enclosed proof in it. **In absence of such proofs, the Procuring Entity may not seek further clarifications and may make its own assessment of the technical suitability.**

S.No.	Criteria	Required Value (Item wise) <sup>#</sup>	Bidder's Response (Yes/No)	Proof submitted at page No.
1.	Average annual turnover (converted into Indian Rupees) defined as the total payments received by the Bidder for contracts completed or under execution over the last <b>3 years</b> .	Rs. 3.00 Lakh		
2.	Number of similar contracts successfully completed as main supplier within the last <b>3 years</b> . Value, nature, and complexity of these contracts should be comparable to the contract to be let. (Enclose the list with address and telephone Nos.)	3 Nos.		
3.	GST registration certificate	Not mandatory		
4.	GST clearance certificate from the concerned Commercial Taxes Officer	Not mandatory		
5.	Permanent Account Number (PAN) issued by Income-Tax Department	YES		
6.	Registration in Labour Department (श्रमविभागसेराजस्थानदुकानएवंवाणिज्यसंस्थानअधिनियम1958 केनियम-4 (प्रपत्र-3) कावैधपंजीकरण)	YES		
7.	Registration under the Employees Provident Fund and Miscellaneous Provisions Act, as applicable कर्मचारीभविष्यनिधिएवंविविधप्रावधानअधिनियमकेअंतर्गतपंजीयन	Not mandatory		
8.	Registration under Employees State Insurance Act, as applicable (i.e., EPF, ESI registration Certificate) कर्मचारीराज्यबीमाअधिनियमकेअंतर्गतपंजीयन	Not mandatory		

<sup>#</sup>Note: The bidder's are required to fill the appropriate field or put N.A. (not available). In case of **Yes**, please attach the required proof.

हस्ताक्षर -----

निविदादाता मय मोहर

नाम:

दिनांक:.....

**Technical Bid Submission Form-Part B****(Technical Suitability of Goods Offered)****(This form needs to be filled only if the bid is for procurement of Goods)**

The bidder is required to enter the relevant information asked in the format /table below and submit a proof in support of the information. The proof must be in form of catalogue, technical literature/ leaflet, brochure, etc. of the items offered in which the relevant portions are highlighted so as to enable the Procuring Entity to arrive at an informed decision about the technical suitability of the items offered vis-à-vis the specifications. In absence of such proofs, the Procuring Entity may make its own assessment of the technical suitability.

**Note: This is only a format; the bidders must include all the items/goods (specified in the Schedule of Supply). If some item is not quoted it should be mentioned "Not Quoted". If some item/good is missing that shall be assumed as Not Quoted and corresponding Price Schedule, even if enclosed, will not be opened.**

SN	Name of the Item/Goods	Make/Model of item/ Goods offered	<b>Bidder's Response</b> Please indicate whether items/goods quoted conform to the specifications (Yes/No)*. <b>Deviations, if any, must be pointed out.</b>	Proof submitted at page No.#
1.				
2.				
3.				

**\*Bidder's Response:** Please indicate whether items/goods quoted conform to the specifications (Yes/No). **Deviations**, if any, must be pointed out. Please provide the **product's brochure** containing technical specifications.

# Please provide the **Information/Specification brochure** for the quoted product/item.

हस्ताक्षर -----

निविदादाता मय मोहर

नाम:

दिनांक:.....

**PRICE SCHEDULE / FINANCIAL BID SUBMISSION SHEET****वित्तीय निविदा आवेदन फार्म**

NIB No.: CTAE/NIB/.....

Date: .....

Alternative No., if permitted: .....

To:

The Dean, College of Technology and Engineering,  
MPUAT, Udaipur.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Agenda No.: .....
- (b) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (c) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (d) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Bidding Documents, the following Service / Work (on task basis) at the following price:

क्र.सं.	सेवा का नाम	सेवा की राशि (रु०)प्रतिमाह (अंकों तथा शब्दों में) प्रतिमाह*
(1)	(2)	(3)
1.	Cleaning and sanitation work in Scientist Hostels of CTAE महाविद्यालय के एमपियुएटी हॉस्पिटल साइंटिस्ट हॉस्टल में साफ सफाई व सेनिटेशन काम की सेवाएँ प्रदान करना (भाग-3: सप्लाई / सेवा-शेड्यूल की सारिणी -1 के अनुसार)	राशि (अंकोंमें): रु० _____ राशि (शब्दों में): रु. _____

\*सेवा की कीमत सभी टेक्सों यथा G.S.T., इत्यादि के बिना उद्धृत (quote) करें. G.S.T. रेट को फॉर्म – TC में उद्धृत (quote) करें | G.S.T. rate को अंकित नहीं करने पर G.S.T. rate को शून्य माना जायेगा |

मैं/हम प्रमाणित करते हैं कि उपरोक्त राशि (रेट) समस्त सामान्य तथा विशेष शर्तों के पूर्ण अध्ययन के पश्चात उद्धृत (quote) की गयी हैं. मैं/हम इन सामान्य तथा विशेष शर्तों की पुष्टि करते हैं तथा इनकी पुष्टि व स्वीकारने के प्रतीक में इन पर हस्ताक्षर किये हैं.

हस्ताक्षर मय मोहर : \_\_\_\_\_

नाम /पता : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

दिनांक : \_\_\_\_\_

फोन नं. : (1) \_\_\_\_\_ (2) \_\_\_\_\_

ई-मेल : \_\_\_\_\_

## निविदा की सभी शर्तों की पालना के लिये शपथ-पत्र

### UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER

Name of Tendered: \_\_\_\_\_

NIB No.: .....

**We confirm that all the terms & conditions of tender are acceptable to us except the following:**

(Tendered may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable. In case the tendered does not mention any information to the deviations in the below format & furnish it blank then it will be presumed that the tendered is not offering/ putting any deviations to the tender terms & condition. Tendered should mention the deviations, if any, at their own risk of rejection of their offer.)

S. No.	Tender Clause no.	Requirement as pretender clause	Offered condition/ Deviation
1.		क्या सेवाप्रदाता जी.एस.टी. के दायरे में आता है? Does the service provider come under GST?	Write Yes/No: _____ If yes, Rate of Service Tax: ____ (%)
2.			

Company may accept or not to accept the deviations put by the tendered at its sole discretions. No claim on this will be entertained.

**We further undertake that we have not mentioned any condition in the price bid.**

हस्ताक्षर -----

निविदादाता मय मोहर

नाम:

दिनांक:.....

**DECLARATION BY THE BIDDER UNDER SECTION 7 OF THE ACT**

अधिनियम के सेक्शन 7 के तहत निविदादाता द्वारा घोषणा  
(तकनीकी निविदा के साथ लगावें)

In relation to my/our Bid submitted to **the Dean, CTAE, Udaipur** 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 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 affair 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 direct or indirect officers do 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 with in a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature & Official Stamp of bidder

Place:

Name:

Designation:

Address:

**DECLARATION BY BIDDER**  
**(In case of procurement valuing up to rupees 10 Lakh)**

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

Bid Ref. No.: \_\_\_\_\_

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

**DECLARATION**

I/We a legally constituted firm/body \_\_\_\_\_ and represented by \_\_\_\_\_ declare that I am/we are Manufacturers/Whole Sellers/ Sole distributor/Authorised dealer/bona fide 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.

Date:

Signature & Official Stamp of bidder

Place:

Name:

Designation:

Address:



**MANUFACTURER'S AUTHORIZATION**  
(Incase of procurement valuing more than rupees 10 Lakh)

**MANUFACTURER'S AUTHORIZATION**

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

Bid Ref. No.: \_\_\_\_\_

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

To: \_\_\_\_\_

**WHEREAS**

We, who are official manufacturer of \_\_\_\_\_

Having factories at \_\_\_\_\_

Do hereby authorise \_\_\_\_\_

To submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 4.6 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Date:

Signature & Official Stamp of bidder

Place:

Name:

Designation:

Address:

**Undertaking For Compliance with the Code of Integrity and No Conflict of Interest**

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

Bid Ref. No.: \_\_\_\_\_

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

I/we participating in the above bid undertake that we shall abide by the code of integrity and are not in any conflict of interest as defined below.

**Code of Integrity:**

Any person participating in the 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 behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any 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:-**A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:
  - a. have controlling partners/shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or
  - c. have the same legal representative for purposes of this Bid; or
  - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
  - e. The Bidder participates in more than one Bid in this 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 and 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.
- ii. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section-3 [Bidding Forms].
- iii. Breach of Code of Integrity by the Bidder: Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

I/we understand that without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity or having a conflict of interest, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

**AGREEMENT**

(to be executed by the successful bidder on a non-judicial stamp of appropriate value)

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Procuring Entity”), of the one part, and \_\_\_\_\_ of hereinafter “the Supplier”), of the other part:

WHEREAS the Procuring Entity invited Bids for certain Goods and Related Services, viz., \_\_\_\_\_ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services for the sum of \_\_\_\_\_ (herein after “the Contract Price”).

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Procuring Entity’s Notification to the Supplier of Award of Contract;
  - (b) The Bid documents submitted by the Service Provider including Price schedules/ financial bids and any supplementary documents submitted by the Service Provider and accepted by the Procuring Entity;
  - (c) The Special Conditions of Contract;
  - (d) The General Conditions of Contract;
  - (e) The Schedule of Services and Scope of Work;
  - (f) Instructions to Bidders;
  - (g) Detailed Notice Inviting Bids including addendums, if any;

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India and Rajasthan on the day, month and year indicated above.

Signed by	for the Supplier	
Witness 1	Name:	_____
Witness 2	Designation:	_____
	Address:	_____
	for the Procuring Entity (On behalf of the Procuring Entity)	
	Name:	_____
	Designation:	_____
	Address:	_____

## GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

### (1) Filing an appeal

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

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:

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

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

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

### (4) Appeal not to lie in certain cases

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

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

### (5) Form of Appeal

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

- (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.

**FORM No. 1**  
**[See rule 83]**

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

Appeal No .....of .....

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

1. Particulars of appellant:
  - (i) Name of the appellant:
  - (ii) Official address, if any:
  - (iii) Residential address:
2. Name and address of the respondent(s):
  - (i)
  - (ii)
  - (iii)
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the 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. Grounds of appeal: (Supported by an affidavit)

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

7. Prayer:

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

Place .....

Date .....

Appellant's Signature

**BID SECURITY**

(To be submitted in case the Bid security is not deposited through DD/Cash. To be issued by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity)

**Form of Bid Security**

*[insert Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** *[insert Name and Address of Procuring Entity]*

**Date:** *[DD/MM/YYYY]*

**BID GUARANTEE No.:** *[insert number]*

We have been informed that *[insert name of the Bidder]* (here in after called " the Bidder") has submitted to you its bid dated *[insert date]* (here in after called" the Bid") for the execution of *[insert name of contract]* under Notice Inviting Bids No. *[Insert NIB number]* ("The NIB")

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[insert amount in figures]* *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) Having been notified of the acceptance of its Bid by the *Procuring Entity* during the period of bid validity,
  - (i.) fails or refuses to execute the Contract Form,
  - (ii.) fail so refuses to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB"),
- (c) Has not accepted the correction of errors in accordance with the ITB, or
- (d) Has breached a provision of the Code of Integrity specified in ITB;

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name \_\_\_\_\_

In \_\_\_\_\_ the \_\_\_\_\_ capacity \_\_\_\_\_ of \_\_\_\_\_ Signed \_\_\_\_\_  
\_\_\_\_\_ Du

ly authorized to sign the Bid Security for and on behalf of \_\_\_\_\_

Date: Bank's Seal

**BID SECURING DECLARATION**

Date: *[insert date (as day, month and year)]*  
 Notice Inviting Bids No.: *[insert number of bidding process]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of *[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the Bid Securing Declaration is to be executed.]* starting on the date that we receive a notification from the **Procuring Entity** that our Bid Securing Declaration is executed, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) Have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) Having been notified of the acceptance of its Bid by the *Procuring Entity* during the period of bid validity,
  - (i) Fail or refuse to execute the Contract Form, if required,
  - (ii) Fail or refuses to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter “the ITB”),
- (c) Have not accepted the correction of errors in accordance with the ITB, or
- (d) Have breached a provision of the Code of Integrity specified in ITB;

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of: \_\_\_\_\_  
*[Insert legal capacity of person signing the Bid-Securing Declaration]*

Name: \_\_\_\_\_  
*[Insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of:  
*[Insert complete name of Bidder]* Dated on day of *[insert date of signing]* Corporate Seal \_\_\_\_\_

### Performance Security Bank Guarantee

(To be given by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity)

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

Contract Name and No.: \_\_\_\_\_

To: \_\_\_\_\_

WHEREAS \_\_\_\_\_ (hereinafter “the Supplier”) has undertaken, pursuant to Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to supply \_\_\_\_\_ (hereinafter “the Contract”)

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a Security issued by a reputable guarantor for the sum specified therein as Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned, legally domiciled in \_\_\_\_\_, (hereinafter “the Guarantor”), have agreed to give the Supplier a Security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of \_\_\_\_\_ and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Security is valid until the \_\_\_\_\_ day of \_\_\_\_\_

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

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

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

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

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

Bank’s Seal: \_\_\_\_\_



**Performance Security Declaration**

(To be submitted in lieu of performance security by the govt. depts. etc. as per ITB)

Date: \_\_\_\_\_ [insert date (as day, month and year)]

Contract Name and No.: \_\_\_\_\_  
[Insert name and number of Contract]

To: The Dean, College of Technology and Engineering, MPUAT, Udaipur

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract \_\_\_\_\_ [insert name of subject matter of procurement] .

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of [Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed.] starting on the date that we receive a notification from you, The Dean, College of Technology and Engineering, MPUAT, Udaipur that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: \_\_\_\_\_  
[Insert signature of person whose name and capacity are shown]

In the capacity of: \_\_\_\_\_  
[Insert legal capacity of person signing the Performance Security Declaration]

Name: \_\_\_\_\_  
[Insert complete name of person signing the Performance Security Declaration]

Duly authorized to sign the Performance Security Declaration for and on behalf of: \_\_\_\_\_  
[insert complete name of Supplier]

Dated on \_\_\_\_\_ day of , [insert date of signing]

Corporate Seal \_\_\_\_\_