



UNIVERSITY OF KOTA

M.B.S. Marg, Kabir Circle, KOTA

E- Tender Notice

Ref.:Phy/Uok/2014/ 23 99-B

Date:13.10.2014

Online tenders under two bid system i.e technical and financial bids are invited for purchase of following sophisticated software, equipments and laboratories furnishing/aids/fixtures for Department of Pure & Applied Physics, University of Kota, Kota from reputed manufacturers or their authorized representatives. Bidders can participate in the online bidding process by registering on website <http://eproc.rajasthan.gov.in> from 16 October 2014. Details are also available on the university web site www.uok.ac.in. For further details please contact at 0744-2471038.

NIB No.	Item	Estimated Cost	EMD	Tender fee	RSIL Processing Fee	Last Date For Submission
2014-15/ B	Laboratories furnishing/aids/ fixtures etc.:	Rs. 40.00 Lacs	Rs. 80,000/-	Rs. 1,000/-	Rs. 1,000/-	17 November 2014 up to 12:00 noon

Note:

- (1) Bidders (authorized signatory) shall submit their offer on-line in electronic format both for technical and financial proposals. However, DD for tender fee, RISL processing fees and bid security should be submitted physically to the Registrar office of the tendering authority as prescribed in the tender notice and a scanned copy of the same should also be uploaded along with technical bid/cover.
- (2) In case any of the bidders fails to physically submit the Demand Draft or Tender fee, bid security and RISL processing fee up to 12.00 noon on 12October 2014, the bid shall not be accepted. The Demand Draft for tender fee and EMD should be drawn in favour of **Registrar, University of Kota** payable at Kota whereas the Demand Draft of Rs 1000/- towards RISL processing fee should be drawn in favor of "Managing Director, RajComp Infoservices Ltd" payable at Jaipur from any scheduled commercial bank.
- (3) To participate in online bidding process, bidders must procure a Digital Signature Certificate Type III as per Information Technology Act-2000 using which they can digitally sign their electronic bids.
- (4) Bidders are advised to refer "Bidders Manual Kit" available at E-procurement Web site for further details of the e-tendering process.
- (5) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids without assigning any reasons thereof.
- (6) The provisions of RTPP Act 2012 and rules thereto shall be applicable for this procurement.
- (7) In case holiday happens on the opening of the bids, the same shall be opened on next working day.

Registrar

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IMPORTANT DATES FOR THE TENDER

S.No.	Events	Date & Time
1.	Date of Issue of Notice Inviting Tender (NIT)	16 October, 2014
2.	Start Date & Time for downloading of Tender documents	16 October, 2014, 12.00 noon
3.	Website for downloading Tender Documents	http://eproc.rajasthan.gov.in
4.	Last Date & Time of downloading of Tender	17 November, 2014, 12.00 noon
5.	Pre-Bid Meeting venue, Date & Time	Office of the Registrar, University of Kota, Kota on 16 October, 2014 at 3.00 p.m.
6.	Tender document submission start Date & Time	16 October, 2014, 1.00 p.m.
7.	Last Date & Time for online submission of Tender	17 November 2014, up to 12.00 noon
8.	Date & Time for receipt of DDs towards Tender cost, Tender processing Fee and EMD	17 November 2014, up to 12.00 noon
9.	Date & Time for online opening of Technical Bid	17 November 2014, up to 1.00 p.m.
10.	Finance Bid Opening Date & Time	Will be intimated later to the technically qualified Bidders

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BID PROCESS

Two-stage selection procedure shall be adopted which will proceed as follows:

- The first stage proposal will consist of Technical bid and the second stage will be the Financial bid. Financial bids of only technically qualified bidders based on evaluation of the Technical bid shall be opened.
- Earnest money deposit will be as described later in this document.
- Bid validity will be as described later in this document.
- Each Bidder shall submit only one bid and the bid must be delivered according to schedule.

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Definitions and Acronyms

U.O.K.	University of Kota
BIDDER	The eligible firm who will participate in the tendering process
EMD	Earnest Money Deposit
IT	Information Technology
PURCHASER	University of Kota, Kota
RFQ	Request for Quotation (Tender) Document
Approved Bidder	The bidder who will be finally selected and in whose name the work order will be released

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PRE-QUALIFICATION CRITERIA

Basic Requirement	Specific Requirement	Documents required
System Vendor	The vendor must be a well established manufacturing company/firm/authorized distributor with a large market share in the field of sophisticated software, equipments and laboratories furnishing/aids/fixtures etc. The vendor must have a long track record of at least 10 years in development of such items.	Printed verifiable Profile of the Vendor with address of their Sales offices and service centres located in different parts of the globe with information about their market share in the field of sophisticated software, equipments and laboratories furnishing/aids/fixtures etc. with the original seal of the vendor.
Indian Agent	The Vendor must have an Indian agent who will assist in the procurement process as well as provide after sales service and maintenance.	Certificate from the system Vendor certifying the Indian agent (with complete address) as their authorized Indian agent.
Turnover	An average annual turnover should not be less than one crore.	Attach Balance sheet and Profit & Loss certificate for the last three financial year duly audited by CA.
Service Facility in India	Must have service centre in one or more major cities in India with sufficient service engineers from where prompt service support can be provided within 24 hrs.	Certificate from Indian agent
Experience	An average annual supply of the respective supply of items must be of equal amount or more.	Attach satisfactory supply certificate from the concerned institute

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GENERAL TERMS AND CONDITIONS

NOTE: Tenderers should read these conditions carefully and comply strictly while sending their tenders. If a tenderer has any doubt regarding the interpretation of any of the conditions or specifications mentioned in the tender notice, these should be referred to the undersigned to obtain clarification before submitting the tender. The decision of the University regarding the interpretation of the conditions and specifications shall be final and binding on the tenderer.

1. Bidder (authorized signatory) shall submit their offer on-line in electronic format both for technical and financial proposals. However, DD for tender fee, RISL processing fees and bid security should be submitted physically at the office of the tendering authority as prescribed in the tender notice and a scanned copy of the same should also be uploaded along with technical bid/cover.
2. In case any of the bidders fails to physically submit the Demand Draft for Tender fee, bid security and RISL processing fee upto 3.00 p.m. on 30th September 2014, the bid shall not be accepted. The Demand Draft for bidding document fee and bid security should be drawn in favor of **Registrar, University of Kota** payable at Kota whereas the Demand Draft of Rs 1000/- towards RISL processing fee should be drawn in favor of "Managing Director, RajComp Infoservices Ltd" payable at Jaipur from any scheduled commercial bank.
3. To participate in online bidding process, bidders must procure a Digital Signature Certificate Type III as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can process the same from any CCA approved certifying Agency such as TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also the bidder must register on <http://eproc.rajasthan.gov.in> (bidders already registered need not do so).
4. Bidders are advised to refer "Bidders Manual Kit" available at E-procurement Web site for further details of the e-tendering process.
5. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
6. The provisions of RTPPA Act 2012 and rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.
7. TECHNICAL BID must be submitted as per instructions given on the e-tender site. After uploading the files as required for submission of e-tender files, the firms should

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submit the following bank drafts from any scheduled commercial bank in the office of the **Registrar, University of Kota, Kota** on or before the prescribed date and time.

- (i) The cost of the Tender form Rs 1000/- in the form of a Crossed Bank draft in the name of **Registrar, University of Kota** payable at Kota
 - (ii) The e-tender processing fee of Rs 1000/- in the form of a Crossed Bank draft in the name of MANAGING DIRECTOR, RajComp Infoservices Ltd., payable at Jaipur
 - (iii) The Earnest Money Deposit (Amount mentioned in the Tender notice) in the form of a Crossed Bank draft in the name of **Registrar, University of Kota, Kota**
8. The bid from those bidders who have failed to submit information as given in the Eligibility criteria as well as that given on the e-tender web site will be rejected and their financial bid also will be rejected.
Technical Bid must contain following documents
9. Technical Bid will be opened on the prescribed due date of the tender by downloading all files in the presence of representatives of the bidders. All tenders without EMD will be rejected. The date of opening of financial bid will be either declared in the meeting or will be informed separately.
10. The technical bid received from the bidders will be opened and will be examined by a technical committee. The Financial of the firms satisfying eligibility conditions and who have quoted for items as per specifications only will be opened. Decision of the committee constituted for this purpose will be final.
11. In case the bids are not received from sufficient number of firms up to the stipulated day and time, last date for receiving and opening the tenders can be extended by the University.
12. If the tenderer resiles from his offers and puts forward new terms after opening of the tender, his earnest money is liable to be forfeited.
13. The submission of more than one tender for the one and same category and under different names is prohibited. If, at any time it is discovered that this condition has been violated, all the tenders of the firm shall be rejected or contract (s) cancelled and the earnest money or security deposit(s) will be forfeited to the University.
14. Refund of Earnest Money: The earnest money of unsuccessful bidders shall be refunded soon after final acceptance of tender/ bid.
15. The successful bidders (Approved supplier) shall be required to deposit an amount of security equal to 5% of the value of the order placed with them in the form of a crossed demand Draft or Bank Guarantee from a scheduled bank. The approved supplier shall be required to execute an agreement with the University on a non-judicial stamp paper of Rs 1000/- to supply and install the equipment/items and demonstrate the performance as per terms and conditions of the tender as per specifications of the equipment/items.
16. Forfeiture of Earnest Money: The earnest money shall be forfeited in the following cases :-
- i. When the bidder withdraws or modifies the offer after opening of tender/ bid but before acceptance of the tender/ bid.
 - ii. When he does not execute the agreement, if any, prescribed within the specified time.
 - iii. When he fails to commence the supply of the items as per purchase order within the time prescribed.
 - iv. When the bidder does not deposit the security money after the purchase order is given.
17. Forfeiture of security deposit: Security deposit shall be forfeited in the following cases

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- i. When any terms and conditions of the contract is infringed;
- ii. When the bidder fails to provide services/carry out work satisfactorily.

Notices will be given to the bidder with reasonable time before earnest money or security deposit is deposited is forfeited.

18. The tendered rates must be valid for atleast a period of six months from the date of opening the tender. If the rates quoted are not valid for the above period, the tenderer should mention the same explicitly in their offer. However, in the event of downward trend in the rate, university reserves the right to negotiate the rate or reduce the validity of the rate.
19. The **Registrar, University of Kota, Kota** reserves the right to accept any tender, not necessarily the lowest, reject any tender without assigning any reason and accept any tender for all or any one or more items for which tender has been submitted.
20. In case the rates quoted by all the tenderers are very high, or do not suit the University, negotiation can be conducted as per rules.
21. The contract can be repudiated at any time by the **Registrar, University of Kota, Kota** if the Purchase order is not executed in time and/or to satisfaction after giving an opportunity to the contractor (tenderer) for being heard.
22. The tender must be submitted accurately in accordance with the conditions of the tender and all the enclosures (duly signed and stamped) must be attached along with the tender as demanded. Otherwise the tender will be rejected.
23. Legal proceedings, if any, arising on this tender shall have to be lodged in the courts situated in Kota and not elsewhere.
24. The tenderers should not quote their own (meaning counter) conditions while submitting the tender. Any counter conditions or counter proposals submitted by the tenderes will not be considered at all and the tender is liable to be summarily rejected. The firms intending any conditions shall not be considered in any case.
25. RATES MUST BE QUOTED as per format of the files provided for quoting the rate. Rates must be quoted against each item in the tender form. Tenderer should not quote the rates like an open bid type. Rates quoted at any place other than the financial bid file will not be considered.
26. After placing the order, the approved firm will be required to supply the equipment ordered within the stipulated time period.
27. If the tenderers fails to provide the equipment within the period specified in the purchase order, the purchase officer shall make following deductions
 - (a) Delay upto 1/4th of the time period of supply : 2.5%
 - (b) Delay 1/4th and above but less than ½ of supply period: 5%
 - (c) Delay ½ and above but less than 3/4th of the supply period: 7.5%
 - (d) Delay more than 3/4th of the time period of supply : 10%
28. Minimum Two year warranty must be provided for all equipments/hardware etc supplied to the university.
29. The equipments quoted in the bid must be an item manufactured by a reputed manufacturer.
30. The supplier must install equipments/hardware supplied and demonstrate all features for laboratory equipments/training kits etc., at least one experiment using the equipments must be performed and a report of the same must be enclosed with the installation report.
31. The approved tenderer shall not assign or sublet the contract or any part thereof to any other party.
32. The University reserves the right to accept any tender not necessary the lowest, reject any tender without assigning any reason and accept any tender for all or any one or more items or the articles for which tender has been given.

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33. It is made clear that tender must be submitted accurately in accordance with the condition of the tender and the necessary documents must be invariably be enclosed where demanded. In the event of non-submission of these essential documents, the tender shall not be considered and shall be treated as rejected without notice or any reference.
34. The computer system, printer, UPS etc required for operation of the equipment will be provided by the university.
35. All parts of the equipment except the infrastructural equipments required for the System must be manufactured and supplied by the system vendor. Detailed part list of the system must be supplied along with the equipment.

TERMS AND CONDITIONS FOR BIDS FROM FOREIGN MANUFACTURERS OR THEIR AUTHORIZED AGENTS IN INDIA FOR IMPORT OF EQUIPMENTS/ITEMS NOT MANUFACTURED IN THE COUNTRY.

1. Only reputed manufacturers or their authorized dealers are required to submit their tender.
2. In the case of a foreign manufacturer, an authorized Indian agent will be required to submit the bid.
3. The brand and model quoted must be the one which the supplier has already supplied to the research institutions in the country. The supplier must have sufficient engineers trained in the installation and maintenance of the model quoted. The supplier must have also enough spares with them to provide after-sales service.
4. The bidder must quote rates of the equipment in foreign currency of the country from where the equipment will be imported. The column of the financial bid where rate in Indian currency is required to filled has to be done by multiplying the cost in Foreign currency with exchange rate as on the day of submission of the financial bid and the exchange rate used for arriving at the cost in Indian rupees also must be mentioned. However, the rate quoted in foreign currency will be treated firm and fixed.
5. The lowest bid will be the one for which the final cost at Indian port (New Delhi) inclusive of packing, forwarding, freight, insurance charges quoted in foreign currency converted into Indian Rupees as per exchange rate applicable on the day of approval of the tender by the university is lowest.
6. No partial shipment will be allowed.
7. Since the university has DSIR certificate for claiming exemption from payment of customs duty, concessional duty charged for customs clearance and charges of the approved custom clearing agency and transportation charge of the equipment from New Delhi Airport to University of Kota, Kota will be paid by the University. However, the Indian agent of the supplier will be required to carry out the customs clearance work through approved customs clearing agent and all documents required for the same will be provided by the university.
8. After finalizing the approved supplier, the university will place a letter of intent for purchase of equipment. The approved supplier shall submit a proforma Invoice giving complete specification of the equipment, CIF value at New Delhi Airport, Details of Bank & Account and other details required to open letter of credit or sight draft and the University will open a irrevocable Letter of Credit to import the equipment or issue sight draft as per rules and regulations.
9. The maximum period for supply of the equipment will be two months from the date of opening of Letter of Credit. The equipment must be installed satisfactorily within two weeks from the date of arrival of the equipment at University of Kota.

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10. The minimum warranty period for the equipment will be Two year.

**Registrar
University of Kota, Kota**

I/We hereby declare that I/We have carefully read all the above mentioned TERMS AND CONDITIONS. I/We agree to these.

Dated:

TECHNICAL BID FORM

Please submit technical bid with supporting documents along with EMD in as a separate envelope as prescribed under para (1) of special terms and conditions.

S.No.	Particulars	Information to be provided by the Bidder
1.	Name, brand name and model number of the equipment/item quoted	
2.	Name of the Bidder with complete address & Telephone number	
3.	Details of Earnest Money Deposit Made	
4.	Service Tax Registration Number & Date (enclose photocopy)	
5.	PAN number of the firm (enclose photocopy)	
6.	Name and address of the Principal firm(System Vendor Manufacturer) Attach authorized agent certificate from principal firm	
7.	Number of sophisticated software, equipments and laboratories furnishing/aids/fixtures supplied and installed in the country. Attach list of supplied and installed items with details of the user.	
8.	Country of origin of the equipment	
9.	No of years experience in providing the supply, installation and after sales service of the items quoted in the bid	

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Technical Specifications

Name of the Bidder:

Address:

Laboratories furnishing/aids/fixtures etc.:

S.No.	Head	Item	Details	Qty
1.	Laboratory Aids		Storage digital oscilloscopes (500 MHz, 100 MHz, 10GHz and 4GHz one in nos.) with four channels, High voltage capacitors (21 nF, 0-30 kV DC,), Vacuum pump, Turbo molecular pump-vacuum of $\sim 10^{-5}$ - 10^{-8} Torr, Vacuum gauges, Power supply 0-30 kV, Quadrupole mass analyzer	1 (Each)
			LCD Projector- Aspect Ratio 4:3 (Native) 16:9, Brightness 2200 ANSI Lumens, Contrast Ratio Minimum 500: 1, Resolution 1024 x 768 (XGA) Supports up to UXGA+, Input 1 x USB, Lamp life 5000 Hrs	04
2.	Laboratory Furnishing	Laboratory tables	Worktop made of Jet black granite (19 mm/25 mm thickness), Under bench and other construction on 1 mm GI sheets finished with corrosion, chemical resistant epoxy based powder coating of 80 micron thickness with sockets, power plugs and LAN points and complete wiring.	As per requirements
		Computer Tables	Worktop made of Melamine of 25 mm thickness, Under bench and other construction on 1 mm GI sheets finished with corrosion, chemical resistant epoxy based powder coating of 80 micron thickness with sockets, power plugs and LAN points and complete wiring.	As per requirements
		Laboratory chairs	Movable up and down, revolving with back rest	84
		Fume Hood	1200x900x2400 mm, working volume 920x650x1155 mm constructed with galvanized iron (1.5 mm thickness),	2

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			Aerodynamic floor mounted (made of stainless steel of thickness 1.2 mm), chemical and heat resistant, fire retardant	
		Modular racks/ Fixtures	Modular racks under the stone slab in the laboratories for keeping the equipment and accessories safe and dust free. Fixtures of Al and Glass material of height 6 ft etc.	As per requirements



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Financial Quotation

Name of the Bidder:

Address:

Laboratories furnishing/aids/fixtures etc.:

S. No.	Head	Item	Details	Qty	Rate per item	VAT/CS T which ever applicable	NET price per item
1.		Laboratory Aids* *Attach extra sheet if required	Storage digital oscilloscopes (500 MHz, 100 MHz, 10GHz and 4GHz one in nos.) with four channels, High voltage capacitors (21 nF, 0-30 kV DC.), Vacuum pump, Turbo molecular pump-vacuum of $\sim 10^5$ - 10^8 Torr, Vacuum gauges, Power supply 0-30 kV, Quadrupole mass analyzer	1 (Each)			
			LCD Projector- Aspect Ratio 4:3 (Native) 16:9, Brightness 2200 ANSI Lumens, Contrast Ratio Minimum 500: 1, Resolution 1024 x 768 (XGA) Supports up to UXGA+, Input 1 x USB, Lamp life 5000 Hrs	04			
2.	Laboratory Furnishing	Laboratory tables	Worktop made of Jet black granite (19 mm/25 mm thickness), Under bench and other construction on 1 mm GI sheets finished with corrosion, chemical resistant epoxy based powder coating of 80 micron thickness with sockets, power plugs and LAN points and complete wiring.	As per requirements			
		Computer Tables	Worktop made of Melamine of 25 mm thickness, Under bench and other construction on 1 mm GI sheets finished with corrosion, chemical resistant epoxy based powder coating of 80 micron thickness with sockets, power plugs and LAN points and complete wiring.	As per requirements			
		Laboratory chairs	Movable up and down, revolving with back rest	84			

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	Fume Hood	1200x900x2400 mm, working volume 920x650x1155 mm constructed with galvanized iron (1.5 mm thickness), Aerodynamic floor mounted (made of stainless steel of thickness 1.2 mm), chemical and heat resistant, fire retardant	2			
	Modular racks/ Fixtures	Modular racks under the stone slab in the laboratories for keeping the equipment and accessories safe and dust free. Fixtures of Al and Glass material of height 6 ft etc.	As per requirement			

Annexure A: Compliance with the code of Integrity and No Conflict of Interest.

Any person participating in a procurement process shall-

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

Conflict of Interest:-

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

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

- i. A Bidder may be considered to be in Conflict of interest with one or more parties in a bidding process if, including but not limited to;
 - a. Have controlling partners/shareholders in common; or
 - b. Receive or have received any direct or indirect subsidy from any of them; or
 - c. Have the same legal representative for purpose of the Bid; or
 - d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision of the procuring Entity regarding the bidding process; or
 - e. The bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However this does not limit the inclusion of the

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- same subcontractor, not otherwise participating as a Bidder, in more than one Bid;
or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Service that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.

Annexure B: Declaration by the Bidder regarding Qualifications
Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement ofin response to their Notice Inviting Bids No.....DatedI/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

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Annexure C: Grievance Redressal during Procurement Process

The designation and the address of the first Appellate Authority is Finance Officer R.T.U. Kota.

The designation and the address of the first Appellate Authority is Hon'ble Vice Chancellor, R.T.U. Kota.

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

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(5) Form of Appeal

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

(6) Fee for Filing Appeal

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

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be upon filing of appeal, shall issued notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date of fix hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Security Deceleration shall be executed.

2. Procuring Entity's Right to vary Quantities.

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms & conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procurement Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject

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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.

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