



University of Kota, Kota

MBS Marg, Near Kabir Circle, Kota (Rajasthan)-324005

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REMARKS
THE REGISTRAR

No.: F.4() / GAD-Chemistry / UOK / 2023 / 1817

Date: 25/05/2023

M/s Sinsil International Pvt Ltd.,
NO.12/165, PARISHRAM PARK,
GORWA, Vadodara--390016

REQUEST FOR PROPOSAL

Subject: Supply and Installation of "Bulb" for 300W Xe light source of ISS make and model N 102 for the Department of Pure & Applied Chemistry.

A financial proposal is being invited as per provisions of Section 31 of RTTP Act 2012 and Rule 17 of RTTP Rules 2013 under Single Source Procurement Method for **Supply and Installation of "Bulb" for 300W Xe light source of ISS make and model N 102 for the Department of Pure & Applied Chemistry.** Terms of Reference of the aforesaid work is enclosed herewith for your reference.

You are requested to submit your financial proposals by 05.00 pm on dated 02/06/2023 to the office of the undersigned.

Enclosed:

- Part 1:- General Instructions
- Part 2:- Technical Bid
- Part 3:- Technical Specifications
- Part 4:- General Terms & Conditions
- Part 5:-Financial Bid Form (BOQ)

Registrar

University of Kota, Kota

Part- 1

General Instructions:-

1. Bidders shall have to submit PAN, GST Registration Number, GST Clearance Certificate and any other document as required in the bidding document without which the bids will not be considered.
2. All self-attested documents must be submitted in Hindi or English language. If the documents are not in Hindi or English, then the documents should be translated in Hindi or English and also be attested by the authorized translator. Translated copy along with copy of original document must be submitted.
3. Signature of the bidder is essentially required on each page of the e-bidding document as a token of acceptance of all the terms and conditions of the bidding document.
4. Rate shall be written both in words and in figures. There should not be errors and/or overwriting. Corrections, if any, should be made clearly and initialed along with dates. The bidder should mention elements of statutory taxes such as Central/State GST which should be shown separately as per BOQ/ financial bid format. If any discrepancy is found in the rates quoted in the figures and words, then rate quoted in words will be treated as valid rates. Bidder will not be allowed to correct such mistake after opening of the Bid.
5. All the rates quoted for the goods / items must be Free on Road (FOR) for the University of Kota, Kota (Rajasthan) and should include all charges, duties, levies, taxes, etc. except statutory taxes such as Central/State GST as per BOQ/ financial bid format and customs /excise duties and their clearance charges (if applicable in case of imported goods/items/instruments). No cartage or transportation charges will be paid by the University of Kota, Kota. Delivery of the goods/items shall be given as per delivery schedule.
6. Complete procurement process including opening of bids, negotiation with bidders, issuing award of contract or letter of acceptance or letter of intent or purchase orders to the successful bidder(s), an agreement between the successful bidder(s) and the University of Kota, etc., will be executed in the office of the procuring entity of the University.
7. In case of any query regarding procurement, the bidder(s) may contact to the procuring entity of the University/Registrar Office (Phone: 0744-2472934, e-mail: registrar@uok.ac.in).

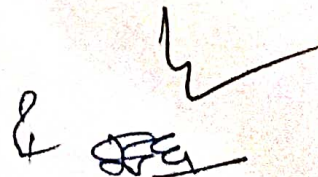
Registrar

Part- 2
Technical Bid

A-Bidder's Details:-

S. No.	Particulars	Details (To be filled and submitted by the Bidder)	Enl. No. (Page No.)
1.	Name and Address of the Bidder / Firm / Company with Telephone Number(s) and e-mail ID (ID proof shall also be enclosed)		
2.	Contact Person of the Bidder / Firm / Company with Telephone, Mobile No. and e-mail ID (ID proof shall also be enclosed)		
3.	Constitution of the Firm whether Proprietorship / Partnership / Company		
4.	In case of Proprietorship Firm: Name, Father's Name and Residential Address of the Proprietor (Attach a separate sheet, if space is insufficient) (Enclose the Registration Certificate)		
5.	In case of Partnership Firm: Name, Father's Name and Residential Address of all the Partners (Attach a separate sheet, if space is insufficient) (Enclose the Registration Certificate)		
6.	In case of Company: Registration No. of the Company Name and Address of the Directors of the company (Attach a separate sheet, if space is insufficient) (Enclose the Registration Certificate)		
7.	PAN Card of the Bidder (Copy shall be enclosed by the bidder)		
8.	GST Registration Number of the Bidder (Copy shall be enclosed by the bidder)		
9.	Proprietary Certificate (To be enclosed by the bidder)		
10.	Bank Details of the Bidder: Banker's Name in the Branch Account Number Account Type Bank Name and Address IFS Code		
11.	Compliance of Code of Integrity and No Conflict of Interest (As per Annexure-A)		
12.	Declaration by the Bidder regarding Qualifications (As per Annexure-B)		
13.	Grievance Redressal during Procurement Process (As per Annexure-C)		
14.	Additional Conditions of Contract (As per Annexure-D)		

(B)

& 

15.	Bidder's Authorization Letter (As per Annexure-E)		
16.	CA Audited Annual Turnover of the Bidder of the Last Three Financial Years each		
17.	Manufacture Authorization Form (MAF) (As per Annexure-F)		
18.	Technical Undertaking (As per Annexure-G)		

B- Detailed Technical Specification:

S. No.	Name of Goods / Items / Instruments / Equipment with detailed Specifications	Brand / Model Name	Manufacturer / Producer Firm Name	Literature / Brochure Enclosed (Yes/No)	Encl. No. (Page No.)
1.	Supply and Installation of Bulb for light source	N-102	ISS, USA	Yes	

Note: A separate sheet may be enclosed, if required.

Handwritten signatures and initials, including a large signature and a checkmark.

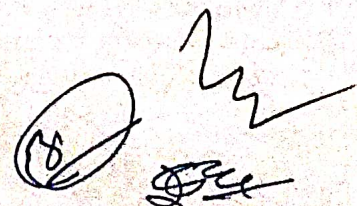
Part- 3

**Technical Specifications for Supply and installations of Bulb for 300 W Xe light source of
Make : ISS (Model- N-102) for the Department of Pure & Applied Chemistry**

S. No.	Name of Instrument	Technical Specifications	Qty
1.	Bulb for 300 W Xe light source (Make: ISS; Model- N-102)	Bulb for lamp housing	1

Note:

- The bid having lower technical specifications than the technical specifications prescribed by the University in the bidding document will be rejected. However, higher technical specifications may be accepted by the procuring entity or departmental technical committee or other committee/persons authorized by the procuring entity.

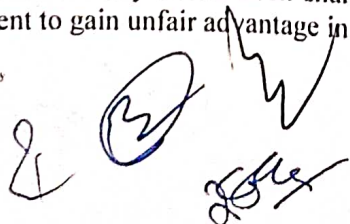
Handwritten signatures and initials in black ink, including a large circular mark and several scribbles.

Part- 4

General Terms & Conditions:-

Note: All the Terms and Conditions of the Rajasthan Transparency in Public Procurement (RTPP) Act, 2012 and RTPP Rules, 2013 will be followed strictly during the procurement process of any item, instrument, equipment, etc.

1. **Period of Validity of Bids:**
Bids submitted by the bidders shall remain valid up to the **ninety days** from the opening of **technical bid**. However, it may be extended as per the provisions of RTPP Act, 2012 & RTPP Rules, 2013. A bid having a shorter period of validity shall be rejected by the procuring entity as non-responsive bid.
2. **Performance Security:**
 - (i) The amount of performance security shall be **5.0%** of the amount of supply order in case of procurement of goods and services. In case of Small-Scale Industries of Rajasthan, it shall be **1.0%** and in case of sick industries, other than Small Scale Industries, whose cases are pending before the BIFR, it shall be **2.0%** of the amount of supply order.
 - (ii) Performance security shall be furnished by the successful bidder within the **15 days** from the date of award of contract in any one of the forms which are mentioned in the RTPP Rules 2013.
 - (iii) Performance security furnished in the form as specified in clauses of the RTPP Rules 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 maintenance and defect liability period.
 - (iv) No interest will be paid on the Performance Security.
 - (v) **Performance Security may be forfeited in fully or partly, in the following cases:**
 - (a) when any terms and conditions of the contract are breached.
 - (b) when the Bidder fails to make supply satisfactorily.
3. **Execution of Agreement:**
 - (i) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
 - (ii) The successful bidder shall sign the procurement contract on non-judicial stamp of Rs. 500/- (Rupees Five Hundred only) within a period of **fifteen days** from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
 - (iii) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the RTPP Act and the RTPP Rules 2013. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.
4. **Code of Integrity:**
Any person/bidder participating in 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 information 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 anticompetitive 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.

5. Conflict of Interest:

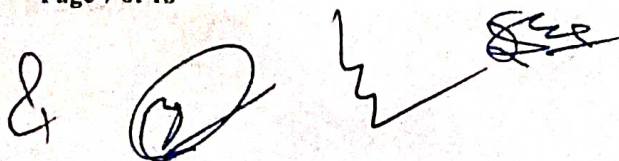
- (i) A conflict of interest for procuring entity or its personnel and bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- (ii) The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following: -
 - (a) A conflict of interest occurs when procuring entity's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
 - (b) Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity's service or the receipt of a gift that may place the procuring entity's personnel in a position of obligation.
 - (c) A conflict of interest also includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favour.
 - (d) A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from procuring entity's personnel's actions or decisions.

6. Specifications:

- (i) The article supplied shall strictly conform to the specifications, specific to make and model laid down in the tender and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
- (ii) The supply of articles, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the suppliers shall be of the best quality and description. 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 bidders.

7. Warranty/Guarantee:

- (i) The bidder would give guarantee that the life of the bulb up to minimum 1000 hours would continue to conform to the description and quality from the date of delivery/installment/commencement of the said goods, stores, articles, items, instruments, equipment, etc. to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods, stores, articles, items, instruments, etc., if during the aforesaid period, the said goods, stores, articles, items, instruments, etc. be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the procuring entity in that behalf will be final and conclusive) the purchaser will be entitled to reject the said goods, stores, articles, items, instruments, etc. or such portion thereof as may be discovered not to conform to the said description and quality on such rejection the



goods, stores, articles, items, instruments, etc. will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The bidder shall if so called upon to do, replace the goods, etc. or such portion thereof as is rejection by the procuring entity, otherwise the bidder shall pay damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the procuring entity in that behalf under this contract or otherwise.

- (ii) In case of machinery and equipment also, guarantee will be given as mentioned in the tender and the bidder shall replace the parts, if any, during the guarantee period and remove any manufacturing defect, if found, during the guarantee period so as to make machinery and equipment operative. The bidder shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect, etc.
- (iii) In case of machinery and equipment specified by the procuring entity, the bidder shall be responsible for carrying out annual maintenance and repairs on the terms & conditions as may be agreed. The bidder 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/she 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.

8. Supply:

- (i) The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of loss, damage, breakage or leakage or any shortage the bidder shall be liable to make goods such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
- (ii) Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in University of Kota, Kota reputed testing house like MSME Testing Station, Jaipur and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such test.

9. Delivery Period:

The bidder whose bid is accepted shall arrange supplies or execute the work within a period of 90 days from the date of the issue of the purchase order or supply order and the installation must be ensured within 120 days from the date of the issue purchase order.

10. Charges on Late Delivery:

- (i) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the purchase officer.
- (ii) Liquidated Damages: - In case of extension in the delivery period with liquidated damage the recovery shall be made on the basis of following percentage of value of stores which the bidder has failed to supply: -

(a)	Delay up to one fourth period of the prescribed delivery period.	2½%
(b)	Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5%
(c)	Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7½%
(d)	Delay exceeding three fourth of the prescribed delivery period	10%

- (iii) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

- (i) The maximum amount of liquidated damage shall be 10%.
- (ii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he/she shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (iii) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

11. Inspection of Goods at University:

- (i) For general purchase of goods, stores, articles, items, instruments, equipment, etc., the University Inspection Committee shall inspect and examine the goods, stores, articles, items, instruments, equipment, etc., regarding specifications and related matter as prescribed in the tender document and in the letter of acceptance or letter of intent or purchase order or supply order.
- (ii) If procurement of goods, articles, items, instruments, equipment, etc. is for the Teaching Department of the University, then inspection and examination of specifications and related matter shall be executed by the Departmental Technical Committee of the concern Department of the University.
- (iii) In case of doubts in any specific test, same may be got conducted in any laboratory established under prevailing act and law. If the material is found below specifications or defective. The University will take appropriate action against firm as per agreement.

12. Payments:

- (i) Advance payment will not be made except in rare and special cases. In case of advance payment being made, it will be made after agreement or against proof of dispatch and to the extent as prescribed in financial powers by rail/reputed goods transport companies, etc., 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 not given to the bidder.
- (ii) Unless otherwise agreed between the parties, payment for the delivery of the stores / goods / articles / items will be made on completion of supply satisfactorily and on submission of bill in proper form by the bidder to the University of Kota. All remittance charges will be borne by the bidder.
- (iii) In case of disputed items, a suitable amount *i.e.* 10% or higher percentage (whichever is decided by the University) of the amount shall be withheld and will be paid on settlement of the dispute.
- (iv) Payments in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

13. All legal proceeding, if necessary, arise to institute may by any of the parties (University of Kota or Contractor) shall have to be lodged in courts situated in Kota, Rajasthan and not elsewhere.

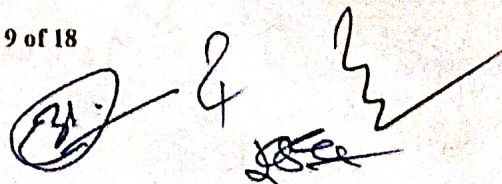
14. All terms & conditions shall be applicable as laid down in RTPP Act 2012 and RTPP Rules 2013 amended from time to time.

I have read all the terms and conditions of the contract carefully and I shall be abided by the same in the event of successful bidder.

Date:

Place:

Signature & Seal of the Bidder



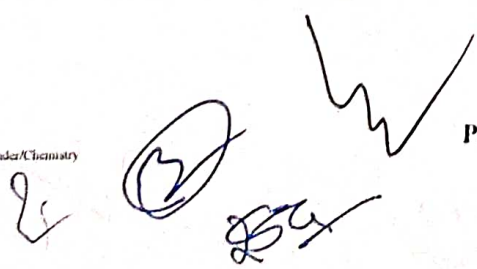
Part-5

Financial Bid Form(BOQ):-

S. No.	Name and Specifications of the Goods / Items / Equipment	Qty./ Set	Quoted Currency (INR/Other)	Basic Unit Rate Quoted (in a Particular Currency)	Total Amount (in a Particular Currency)	GST (in INR)	Grand Total inclusive of GST (in INR) 8	
							In Figures	In Words
1	2	3	4	5	6 (3 x 5)	7		
1.	Supply and installation of Bulb for 300 W Xe light source (Make: ISS and Model- N-102)	1						

Note:-)

- Any request for revision of the rates due to price fluctuations in International and Domestic Markets or for any other reason during the contract period will not be entertained in any condition. However, down revision will be in conformity with price fall.



Compliance with Code of Integrity and Conflict of Interest

Code of Integrity: -

Any person participating in 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 information 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 anticompetitive 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: -

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

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

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative from 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 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 same subcontractor, not otherwise participating as 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.

Date:

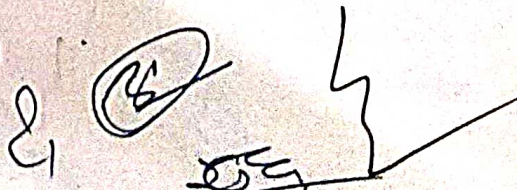
Place:

Signature of the Bidder with Seal

Name:

Designation:

Address:

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Declaration by the Bidder regarding Qualifications
(To be submitted by the bidder on his Letter Head)

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

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specification in the Bidding Document;
3. I/We have been 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 directions 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 the Bidder with Seal
Name:
Designation:
Address:



Grievance Redressal during Procurement Process

The designation and the address of the First Appellate Authority:
Hon'ble Vice-Chancellor, University of Kota.

The designation and the address of Second Appellate Authority:
Additional Chief Secretary, Higher Education, Government of Rajasthan.

1. Filing an Appeal:

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, 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 filled 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 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: -

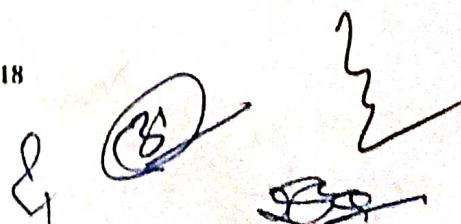
- (a) determination of need of procurement
- (b) provisions limiting participating of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality

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 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, as the case may be upon filing of appeal, shall issue notice accompanied copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - (b) On the date of 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 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
(To be submitted by the bidder on his Letter Head)

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:

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(Supported by an affidavit)
7. Prayer:

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Place

Date

Appellant's Signature

Additional Conditions of Contract

1. Correction of Arithmetic Errors:

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

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

2. Procurement Entity's Right to Vary the Quantity:

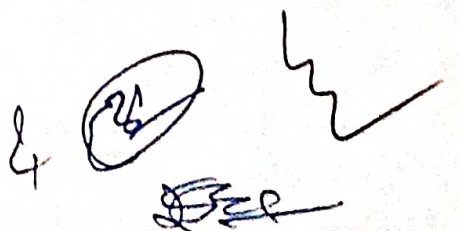
- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed **twenty percent**, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices 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 documents 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 fail to do so, the procuring entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among 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 matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between tenderers, 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.

Date:
Place:

Signature of the Bidder with Seal
Name:
Designation:
Address:



Bidder's Authorization Letter
(To be submitted by the bidder on his Letter Head)

To
The Registrar
University of Kota
Kota.

Subject : Authorization Letter
Reference : NIB Ref. No. _____ Dated _____

I/We _____ (Name/Designation) hereby declare /
certify that _____ (Name/Designation) is hereby
authorized to sign relevant documents on behalf of the company/firm in dealing with Tender.

He/She is also authorized to attend meetings & submit technical & commercial information /
clarifications as may be required by you in the course of processing the Bid. For the purpose of
validation, his/her verified signatures are as under.

Thanking You.

Verified Signature

Authorized Signatory
Designation
Name of the Bidder
Seal of the Organization

Date:

Place:

Dated/Tender/Chemistry

Handwritten signatures and a circular stamp. One signature is a simple checkmark, another is a stylized 'S' inside a circle, and a third is a more complex scribble. There is also a separate scribble above the circular stamp.

Manufacturer's Authorization Form (MAF)

(To be submitted by the Bidder which will be issued by the Manufacturer on his Letter Head)

To,
The Registrar
University of Kota
KOTA (Rajasthan)

Subject : Issue of the Manufacturer's Authorization Form (MAF)
Reference : NIB Ref. No. _____ Dated _____

Sir,

We _____ (name and address of the supply of _____ manufacturer) who are established and reputed supply of _____ having factories at _____ (addresses of manufacturing location) in India or abroad do hereby authorize M/s _____ who is our (Authorized Distributor / Channel Partner/ Retailer / Others) to bid, negotiate and conclude the contract with you against the aforementioned reference for the following supply of _____ manufactured by us.

We undertake to provide supply of _____ manufacturer warranty & support for the offered _____, as mentioned in this bidding document.

Yours faithfully,
For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)
Name:
Designation:
Address:
Contact No.:
Seal



Technical Undertaking

(To be submitted by the bidder on his Letter Head)

NIB No.:

Date:

I/We have clearly understood all the terms and conditions of the e-Bid and agreement etc. and agree to undertake the supply of and specified quality at the rate quoted by me/us at the destination all over Rajasthan as specified by the University of Kota, Kota.

I/We will assure that I/We will strictly abide by the terms and conditions of the e-Bid etc. and the instructions issued by the University of Kota, Kota from time to time.

I am/we are enclosing the following documents as per the terms and conditions of the e-Bid:

1. DD/BC/BG bearing No. Dt, for Rs..... /- (in words Rupees) Drawn on Bank towards e-Bid security.
2. Samples of each type of supply of to be supplied.
3. Declaration that the bidder has no past or present criminal record with the Police / Vigilance of Department / Vigilance and Enforcement Department, Govt. of Rajasthan or Govt. of any other State / Govt. of India.
4. Declaration that the bidder or any of the partners of Representatives were never blacklisted by the University of Kota, Kota / Central Government / any State Government / any Union Territory/State Agency at time or involved in diversion of stocks involved in case under E.C. Act or convicted by Court of Law in a criminal case.
5. Copy of the partnership deed / memorandum of association along with permanent and present addresses of the partners in case of Firm / Directors in the case of Company.
6. Copy of the Registration Certificate, if it is Firm / Limited Company.
7. Copy of Registration Certificate under GST Act registration renewed up to date.
8. Copy of the Trade License issued by the competent authority.
9. Copies of the Income Tax Returns for last three years.

I/We hereby affirm that the University of Kota, Kota is at liberty to take action against me/us as per the terms and conditions of e-Bid Document, if the above said statement proves to be wrong at any point of time.

Date:
Place:

Signature of the Bidder with Seal
Name:
Designation:
Address:

