



COLLEGE OF TECHNOLOGY AND ENGINEERING

Celebrating Golden Jubilee Year - 2014

Maharana Pratap University of Agriculture & Technology, Udaipur – 313 001

Phone: 0294-2470837, 0294-2471056 (Fax), Email: ctaedean@gmail.com



Bidding Document (Goods)

Single Stage - Single Envelopes Bid

Part-1

- Section 1. Bid Data Sheet (BDS)
- Section 2. Schedule of Supply (Specifications/ conformance to standards, designs and drawings etc., installation/ commissioning, Mandatory operation and maintenance, training etc.)
- Section 3. Bidding Forms
- Section 4. Special Conditions of Contract [SCC]

Part-2

- Section 5. General Conditions of Contract [GCC]
- Section 6. Instructions to Bidders (ITB)
- Section 7. Other Forms



COLLEGE OF TECHNOLOGY AND ENGINEERING

(Adjudged Best Institute in the Northern Region by NITTR, Chandigarh)

Celebrating Golden Jubilee Year - 2014

Maharana Pratap University of Agriculture & Technology, Udaipur – 313 001

Phone: 0294-2470837, 0294-2471056 (Fax), Email: ctaedean@gmail.com



NOTICE INVITING BIDS

1. Sealed Single Stage Single envelope unconditional Bids are invited on behalf of the Dean, College of Technology and Engineering, Maharana Pratap University of Agriculture and technology, Udaipur (Raj.) for procurement of Hardware and Software for up-gradation and maintenance of the University Intranet on Annual Rate Contract basis, upto 4.30 PM of 28 Oct 2014.

Bid Reference No.	Name of Article/ goods	Total Estimated Cost (Rs., Lakhs)	Amount of Bid Security (Rs.)
CTAE-NCB-2014-15-RCNW-09	Hardware and Software for up-gradation and maintenance of the University Intranet	4.0	8000

- * **In case there are several categories, each category effectively constitutes a separate bid and a separate bidding document has to be purchased for each category.**

2. Bidding Document including the conditions of Contract, Schedule of Services required, Bidding forms, etc. can be seen at or obtained from the office of the Dean, College of Technology and Engineering, Maharana Pratap University of Agriculture and Technology, Udaipur (Raj.) during office hours in working days up to one day before the date of opening of Bids, by paying a non-refundable price of Rs. 500/- (Rs. 600/- by post) in the form of cash or banker's cheque/Demand Draft of a Scheduled Bank in India drawn in favour of Dean, College of Technology and Engineering, Udaipur payable at Udaipur. Alternatively, these may be seen and downloaded from the official web sites, www.ctae.ac.in or www.mpuat.ac.in or the website of State Public Procurement Portal, www.sppp.rajasthan.gov.in and the price of Bidding Document may be paid along with user charges/processing fee, if any, at the time of submission of the Bid.
3. 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 of cash, deposit through 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 upto 4.30 PM of 28 Oct 2014, to **Dean, College of Technology and Engineering, Udaipur – 313001 (Raj.)** bearing the reference to NIB (with Category, if any) and warning as:

**“BID FOR NIB No..... for....., NOT TO BE OPENED BEFORE ...
..... [Date] at.....AM/PM”**, by post or by hand or dropped in the Bid Box at the office of the Procuring Entity.

4. 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.
5. Bids received after the specified time and date shall not be accepted and returned unopened.
6. The Bids shall be opened at 11.00 AM on dated 30 Oct 2014 in the presence of the Bidders or their representatives who wish to be present.
7. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
8. The Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer and the 'PAN' issued by Income Tax Department.

DEAN
College of Technology and Engineering,
Udaipur – 313 001 (Raj.)

(Abridged Form of NIB for Publication in the Newspapers)



COLLEGE OF TECHNOLOGY AND ENGINEERING

(Adjudged Best Institute in the Northern Region by NITTR, Chandigarh)

Celebrating Golden Jubilee Year - 2014

Maharana Pratap University of Agriculture & Technology, Udaipur – 313 001

Phone: 0294-2470837, 0294-2471056 (Fax), Email: ctae dean@gmail.com



No. CTAE/Acctts/Open Tender/2014-15/6098

Date 13 Oct 2014

NOTICE INVITING BIDS

Sealed Bids are invited upto 4.30 PM of 28 Oct 2014 for procurement of Seismograph and Software related to Mining Engg. (CTAE-NCB-2014-15-MIN-04)); Data Acquisition system, software, transducers etc for Electronics & Communication Engg. (CTAE-NCB-2014-15-ECE-05); Services on job basis for Multitasking Services (CTAE-NCB-2014-15-SMT-06), Sanitary work and maintenance (CTAE-NCB-2014-15-SerSM-07), Carpentry work and maintenance (CTAE-NCB-2014-15-SerCM-08) in CTAE & Hostels through service provider; Annual Rate Contract for Networking Hardware (CTAE-NCB-2014-15-RCNW-09), Electrical items (CTAE-NCB-2014-15-RCElec-10), Carpentry Items (CTAE-NCB-2014-15-RCCarp-11) and Sanitary Items (CTAE-NCB-2014-15-RCSant-12). Details may be seen in the Bidding Document at our office or on official website www.ctae.ac.in of the College or www.mpuat.ac.in of University or the website of State Public Procurement Portal website <www.sppp.rajasthan.gov.in> and may be obtained or downloaded on payment of Rs. 500/- in cash/ banker's cheque/ demand draft.

DEAN
College of Technology and Engineering,
Udaipur – 313 001 (Raj.)

Section-1: Bid Data Sheet

भाग-1 : बिड डाटा शीट

1.	Bid Reference No.	CTAE-NCB-2014-15-RCNW-09	
2.	Subject Matter of Procurement	To provide Hardware and Software for up-gradation and maintenance of the University Intranet	
3.	Estimated Value of Procurement	4.00 lakh	
4.	Procuring Entity	College of Technology and Engineering, Maharana Pratap University of Agriculture and Technology, Udaipur – 313 001 (Raj.)	
5.	Price of the Bidding Document	Rs. 500/- (Rs. 600/- by post)	
6.	Language of the Bid	English/Hindi	
7.	Bid Pattern	Single Stage Single Envelope (एकल प्रक्रम एकल लिफाफा) Annual Rate Contract	
8.	Procuring Entity's address for Bid submission purposes	Dean, College of Technology and Engineering Administrative Block Udaipur - 313 001 Telephone No.: 0294-2470837; Fax No.: 0294-2471056, Email: ctaedean@gmail.com	
9.	Deadline for Bid submission	Date : 28.10.2014	Time: 4.30 PM
10.	Bid opening Details	Address of Office:	Dean, College of Technology and Engineering Administrative Block Udaipur - 313 001
		Date :	30.10.2014
		Time:	11.00 AM
11.	Bid Security Amount	2% of the Estimated Cost (as specified in the NIB)	
12.	Bid Validity	60 Days from the Last date of submission of Bids	
13.	Period of Contract	The approved supplier has to execute order received upto 31.03.2015	
14.	Performance Security	5% of Estimated Cost	
15.	Award of Contract	The contract agreement is to be executed and performance Security is to be submitted in 15 days.	
16.	Redressal of Grievances during Procurement Process		
	(a) First Appellate Authority	Vice Chancellor, MPUAT, Udaipur Phone: (0294)-2471101	
	(b) Second Appellate Authority	Board of Management MPUAT, Udaipur Phone: (0294)-2471101	

Section-2: Schedule of Supply

भाग-2 : सप्लाई-शेड्यूल

1. List of Goods and Related Services and Technical Specifications for Networking components, Accessories and Network Security Solution

S. No.	Technical Description, Specifications and Standards	Unit of Measurement
1	Transceiver External 100BASE-TX Ethernet UTP to 100BASE-FX Multimode Fiber Converter	Nos.
2	1000BASE-T to 1000BASE-LX Media Converter: SM, Max distance 15km. 1 RJ-45 & 1 fiber port (SC)	Nos.
3	1000BASE-T to 1000BASE-SX Media Converter: MM. Max distance 550m. 1 RJ-45 twisted-pair port and 1 fiber port (SC)	Nos.
4	24 10/100Mbps + 2 10/100/1000Mbps Port Gigabit Ethernet Switch	Nos.
5	8 port Unmanaged Switch ports	Nos.
6	Internet Camera Wired: Pan/Tilt Internet Camera with 10/100BASE-TX network interface: 1 RJ-45 auto-sensing 10/100BASE-TX port to connect to 10/100Mbps or higher	Nos.
7	Internet Camera Wireless: Pan/Tilt Internet Camera with 10/100BASE-TX network interface: 1 RJ-45 auto-sensing 10/100BASE-TX port to connect to 10/100Mbps Ethernet or higher.	Nos.
8	4 core Multimode optical fiber cable per meter: Outdoor Armoured Loose Tube Cable: Armoured with a corrugated, polymer coated steel tape. The armour layer provides added crush protection and meets the Telcordia requirements for superior armoured cable : Qualifies as per EIA/TIA 568B , Qualifies as per ISO/IEC 11801 , ICEA-640 ,UL-940-O , Compiles as per ANSI/TIA 568.C.0 Operating temperature -30 ⁰ C to 70 ⁰ C, Storage Temperature: -40 ⁰ C to 75 ⁰	Per metre
9	6 core Single-mode optical fiber cable per meter: Outdoor Armoured Loose Tube Cable: Armoured with a corrugated, polymer coated steel tape. The armour layer provides added crush protection and meets the Telcordia requirements for superior armoured cable : Qualifies as per EIA/TIA 568B , Qualifies as per ISO/IEC 11801 , ICEA-640 ,UL-940-O , Compiles as per ANSI/TIA 568.C.0 Operating temperature -30 ⁰ C to 70 ⁰ C, Storage Temperature: -40 ⁰ C to 75 ⁰	Per metre
10	Wall Mount LIU with Fully Loaded SC Adapter (Single mode and multi mode fibre)	Nos.
11	SC-SC Fiber Patch Cord MultiMode 1m Manufacture should have ISO 9001 and ISO 14001 Certified	Nos.
12	SC-SC Fiber Patch Cord MultiMode 3m Manufacture should have ISO 9001 and ISO 14001 Certified	Nos.
13	SC-SC Fiber Patch Cord SingleMode 1m Manufacture should have ISO 9001 and ISO 14001 Certified	Nos.
14	SC-SC Fiber Patch Cord SingleMode 3m Manufacture should have ISO 9001 and ISO 14001 Certified	Nos.
15	SC-ST Fiber Patch Cord SingleMode 3m Manufacture should have ISO 9001 and ISO 14001 Certified	Nos.
16	CAT5e UTP cable :Single (305m Box) : Cat5e+ UTP Solid cable: consists of 100-Ohm impedance, 4-pair UTP cables for horizontal installations in local area networks (LANs). cables meet and exceed Category 5e Class D performance requirements in TIA/EIA - 568- C.2 and ISO/IEC 11801 standards.	Nos.
17	CAT6 UTP cable :Single (305m Box) : Cat6 cable series consists of 100- Ohm impedance, 4-pair UTP cables for horizontal installations in local area networks (LANs). All cables meet and exceed Category 6/Class E requirements in TIA 568-C.2, and ISO/IEC11801. These cables are UL Listed and UL & ETL verified.	Nos.
18	Fiber optic joint closure: for 6 core Armored Cable Used to fix and seal FOOSC cover and base. The closure is spacious enough for winding and storing fibers. Fiber optic splice tray (FOTs) are designed in Snap in lock and easy fixable with two plates, The curved Diameter meets with international standard ,Easy and Fast to increase and reduce FOSTs , Integrated seal fitting, Elastic integrated seal fitting.	Nos.
19	Pre Crimped Mounting Cord 3 meter Cat 6 Manufacture should have ISO 9001 and ISO 14001 Certified	Nos.
20	Pre Crimped Mounting Cord 1 meter Cat 6 Manufacture should have ISO 9001 and ISO 14001 Certified	Nos.
21	Pre Crimped Mounting Cord 3 meter Cat 5e Manufacture should have ISO 9001 and ISO 14001 Certified	Nos.
22	Pre Crimped Mounting Cord 1 meter Cat 5e	Nos.

	Manufacture should have ISO 9001 and ISO 14001 Certified	
23	I/O Kit Single:CAT5e Jacks,with Face Plate with shutter and wall Mount Box Manufacture should have ISO 9001 and ISO 14001 Certified	Nos.
24	Single Information Outlet with CAT6 Jacks with face plate with shutter and wall mount box Manufacture should have ISO 9001 and ISO 14001 Certified	Nos.
25	RJ-45 Connector (100 NoS Per Box) Manufacture should have ISO 9001 and ISO 14001 Certified	Nos.
26	Patch Panel UTP Keystone- 24 Port- loaded Cat 5e+ With Cable Management bar for improved management,Accepts Cat5e+ keystone Jacks,Mounts in standard 19 inch racks	Nos.
27	Patch Panel UTP Keystone- 24 Port- loaded Cat 6 With Cable Management bar for improved management,Accepts Cat5e+ keystone Jacks,Mounts in standard 19 inch racks, Six-port RJ45 modules applied,ID stripes for identifying port allocations,IDC compatible with 110 & Krone tool,Terminating 4 pairs, 22-26 AWG,unshielded cable,Improved cable management with an optional cable management bar (Simple type, or "T" slot type),Universal labels color-coded for T568A and T568B wiring schemes	Nos.
28	Indoor Wireless Access Point: Frequency Band: Should support 2.4GHz, Wireless standards IEEE 802.11b/g compliant, Supported standards: IEEE 802.11b, IEEE802.11g with IEEE 802.3, IEEE802.3u,802.3af Power over Ethernet: Integrated IEEE 802.3af-based Power over Ethernet (PoE) support, Operating Mode: Access Point or bridge, Point to Multipoint PtMP, Transmission rate:108/54/48/36/24/18/12/9/6Mbps Security Support WPA (Wi-Fi Protected Access), 802.1x, and three levels of WEP Encryption (64/128/152-bit) ;With MAC Address Filtering, Disable SSID Broadcast and Advanced Encryption Standard (AES) Encryption. Interface: Minimum 2 Antenna interface and Minimum One 10/100 Base-TX Ethernet	Nos.
29	802.11g Wi-Fi Access Point: Power: External power adapter: Input: 110-240V AC , Power over Ethernet Class 2, ANTENNA: Internal software-configurable, antenna array with directional and omni high-gain elements that provide over more than 2,000 unique antenna patterns, External RP-SMA connector. Ethernet Ports:2 ports, auto MDX, auto-sensing 10/100/1000 Mbps, RJ-45, Power over Ethernet (802.3af), Lock Option:: Integrated lock Target UDP Throughput: 15-20Mbps (54Mbps bursts) sustainable throughput for a 5000sq. foot (460 sq meter) area, Concurrent Stations: Up to 100, Simultaneous VoIP Clients: Up to 20 Network Architecture: IP: IPv4, IPv6, dual-stack, VLANs: 802.1Q, Port-based, Configuration: Web User Interface (HTTP/S), CLI (Telnet/SSH), SNMP v1, 2, 3, Auto AP Software Updates: FTP or TFTP, remote auto available.	Nos.
30	Outdoor Access Point: Centrally-managed 802.11g Wi-Fi access point (AP) with advanced capabilities, such as an integrated high-gain directional antenna array and wireless meshing, Designed for harsh outdoor conditions, extend branded services, offload data traffic from congested 3G networks, deploy multimedia hotspots or offer wireless broadband services where fixed line access is limited. Capable of sustaining performance of up to 20 Mbps over 100 meters and up to 10 Mbps over 300 meters or more.	Nos.
31	Adaptor for Dlink DES 1008D 8 Port Switch 7.5V/1 Amp	Nos.
32	Adaptor for Dlink DES 1008D 8 Port Switch 5V/1.2 Amp	Nos.
33	Adaptor for Dlink DFE 855 Media Converter 9V/1Amp	Nos.
34	Adaptor for DFE 855 Media Converter 5V/3Amp	Nos.
35	Adaptor for Internet Camera Dlink 5300 12V/1.5Amp	Nos.
36	Adaptor for 3200 Access Point (POE) 48V/1.1 Amp	Nos.
37	Adaptor for Motorola AP-7131	Nos.
38	POE for Motorola AP-7131	Nos.
39	Network Rack: 19" 9U wall mount Rack with Cooling Fan, 19" mounting angles, Power strip, Cable manager, Captive hardware, opening from front with glass door with lock, top and bottom openings for cable entry.	Nos.
40	Network Rack: 19" 6U wall mount Rack with Cooling Fan, 19" mounting angles, Power strip, Cable manager, Captive hardware, opening from front with glass door with lock, top and bottom openings for cable entry.	Nos.

Important: The installation/commissioning of the equipment, machines, instruments, etc. has to be done by the bidder.

2. Drawings

These Bidding Document includes the following drawings: NA
[If documents are to be included, insert the List of Documents]

List of Drawings		
Drawing No.	Title of drawing	Purpose

3. Inspections and Tests NA

The following inspections and tests shall be performed: *[insert list of inspections and tests]*

List of Inspections, Trials and Tests		
Line Item No	Brief Description of Item	Description of Inspection and/ or Trial and/or Test for full conformance of the product to the specifications given in Bidding Document and/ or to the Samples

Notes:

- The Supplier shall bear the cost of all sampling and testing, and or pre-despatch inspections.
- Samples shall be picked up by the Procuring Entity from the lot offered for supply.

Pre-despatch inspections and testing shall be offered by the Supplier about 15 days before the scheduled despatch.

Section-3: Bidding Forms

भाग-3 : निविदा फार्म

**The bid document must be prepared with documents arranged in the following order
(Please Read carefully the Instructions to Bidders)**

In case of Single Envelope Bidding: All the documents indicated above shall be put in a single envelope and marked as indicated in the ITB.

1. Bid Submission sheet (Form-BSS) with the proof of payment tender fee and Bid Security (or BG or BSD, as the case may be) attached on the top.
2. The price schedules or financial bids (Form PS)
3. Documents establishing the eligibility of bidder as per ITB Clause 3.8
4. Filled up Bidders Qualifications Details Form (Form-BQDF) and all the enclosures asked/indicated in this form.
5. Declaration by Bidder in compliance of Section 7 of the Act (Form-DB)
6. Declaration by Bidder (Form-MA1) or Manufacturer's Authorisation (Form-MA2), as appropriate as per estimated value of the NIB
7. Instructions to Bidders (ITB), duly signed and stamped.
8. General Contract Conditions (GCC) and Special Contract Conditions (SCC), duly signed and stamped.

In case of Two-Envelope Bidding (Technical Bid and Financial Bid):

TECHNICAL BID

1. Bid Submission sheet (Form-BSS) with the proof of payment tender fee and Bid Security (or BG or BSD, as the case may be) attached on the top.
2. Documents establishing the eligibility of bidder as per ITB Clause 3.8
3. Filled up Bidders Qualifications Details Form (Form-BQDF) and all the enclosures asked/indicated in this form.
4. Declaration by Bidder in compliance of Section 7 of the Act (Form-DB)
5. Declaration by Bidder (Form-MA1) or Manufacturer's Authorisation (Form-MA2), as appropriate as per estimated value of the NIB
6. Instructions to Bidders (ITB), duly signed and stamped.
7. General Contract Conditions (GCC) and Special Contract Conditions (SCC), duly signed and stamped.

FINANCIAL BID

1. The price schedules or financial bids (Form PS) The Price schedules (Form PS) for each item must be put in a separate envelope, sealed and marked. All such envelopes must be put in a bigger envelope and marked as "FINANCIAL BID". **However, if so asked in the Form-PS, the prices of all items should be given in a single sheet of Form-PS.**

The envelopes for technical bid and financial bid must be put then in an outer envelope.

BID SUBMISSION SHEET

Fee	Amount	Mode	No. & Date
Tender Fee		Cash/ DD/ BC	
Bid Security		Cash/ DD/ BC	

Date: _____
 NIB No.: _____
 Alternative No., if permitted: _____

To: The Dean, CTAE, Udaipur

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Document, including Addenda No.: _____
 We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Bidding Documents, the following Goods and Related Services: _____
- (b) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (c) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price or Performance Security Declaration for the due performance of the Contract;
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the eligible countries;
- (e) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
- (f) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity;
- (g) 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;
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (i) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;
- (j) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document in this procurement process and in execution of the Contract;
- (k) Other comments, if any:

Name/ address: _____
 In the capacity of _____
 Signed: _____;
 Duly authorised to sign the Bid for and on behalf of _____
 Date: _____
 Tel: _____ Fax: _____ e-mail: _____

**BIDDERS QUALIFICATIONS DETAILS FORM
(Technical Bid Submission Form)**

SN	Criteria	Required Value	Bidder's Response	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 5 years .	100 lakh		
2.	Number of similar contracts successfully completed as main supplier within the last 5 years . Value, nature, and complexity of these contracts should be comparable to the contract to be let. (Enclose the list with address and telephone Nos.)	10		
3.	VAT/ Sales Tax registration certificate	Required		
4.	VAT/Sales Tax clearance certificate from the concerned Commercial Taxes Officer	Required		
5.	Permanent Account Number (PAN) issued by Income-Tax Department	Required		
6.	Income Tax clearance certificate	Required		

Date:

Signature of bidder with seal

Place:

Name:

DECLARATION BY BIDDER
(In case of procurement valuing upto rupees 10 lakh)

Date: _____

NIB 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/bonafide dealers in the Goods and Related Services for which I/We have Bid.

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

Signed _____

Name _____

In the capacity of: _____

Duly authorised to sign the Authorisation for and on behalf of _____

Tel: _____ Fax: _____ e-mail: _____

Date _____

MANUFACTURER'S AUTHORIZATION
(In Case of Procurement Valuing More Than Rupees 10 Lakh)

Manufacturer's Authorization

Date: _____

NIB No.: _____

Alternative No., if applicable: _____

To: _____

WHEREAS

We, who are official manufacturers of _____

having factories at _____

do hereby authorize _____

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.

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Tel: _____ Fax: _____ e-mail _____

Date _____

DECLARATION BY THE BIDDER UNDER SECTION 7 OF THE ACT

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 competencies required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers 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 within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

PRICE SCHEDULE / FINANCIAL BID SUBMISSION SHEET

Date: _____

NIB No.: _____ Alternative No., if permitted: _____

To: The Dean
College of Technology & 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 schedules specified in Bidding Documents, the following Goods and Related Services at the following price:

Country of Origin

Item No	Name and Description of Item	Unit of Measurement	Unit EXW Price for the item	Sales and Other Taxes for the Item	Related services*, if not included in Column 5	Total Unit Price (In Figs. & Words) for the Item including Taxes (5+6+7)
1	2	3	4	5	6	7

*(like transportation, insurance, installation, commissioning, testing, training, maintenance etc., including taxes)

Note: Quote rates for different items/goods on separate sheets and submit in separate envelopes.

I/We hereby certify that the above rates have been quoted after pursuing all the general and special terms and conditions of the bid. I/We agree to confirm these conditions and signed on all the terms & conditions in token of confirmation and acceptance. I/we also bear the responsibility for installation, commissioning, demonstration and training to user at my/our cost.

Name/ address: _____

In the capacity of _____

Signed: _____

Duly authorised to sign the Bid for and on behalf of _____

Date: _____

Tel: _____ Fax: _____ e-mail: _____

Section-4: Special Conditions of Contract (SCC)

भाग-4 : अनुबंधकी विशेष शर्ते (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 Biding 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 procurement entity.

2. The location of delivery of goods related services will be the premises of the College of Technology and Engineering, Udaipur. However, any other unit of the university located anywhere in the state of Rajasthan may also place order using this approval and in that case the location of delivery shall be the premises of that unit.
3. 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. Payment will be made by indenting officer after satisfactory supply and successful installation, commissioning, training, etc. (if applicable)
4. The delivery period of goods/related services will be 15 days from the date of placement of order. However, the procurement entity may approve a shorter/longer delivery period, if appropriate.
5. Liability on the part of University will arise only when the supply order is issued by the Intending Officer of the University.
6. Any dispute arising out of this contract shall be subject to the courts having jurisdiction at Udaipur only.
7. Rates, if approved, shall remain effective upto 31.03.2015 and the approved supplier has to execute all the orders received by him upto 31.03.2015.

**Signature of Bidder
(with date and stamp)**

Section-5: General Conditions of Contract (GCC)

भाग-5: अनुबंध की सामान्य शर्तें

1. Introduction

1.1 Definitions

1.1.1 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 therefrom, 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 SCC.
- (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.

2 Interpretation

2.1.1 If the context so requires it, singular means plural and vice versa.

2.1.2 Incoterms

In case of International Competitive Bidding :

The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms. EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the BDC.

2.1.3 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.

2.1.4 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.

2.1.5 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.

2.1.6 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.

2.2 Contract Documents

- 2.2.1 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.

2.3 Code of Integrity

- 2.3.1 The Supplier is bound by the provisions of the Code of Integrity stipulated in the Act and the Rules and specified in ITB Clause 1.2 [Code of Integrity].
- 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.
- 2.3.3 The Supplier shall permit the Procuring Entity to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Entity, if so required by the Procuring Entity.

2.4 Language

- 2.4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 2.4.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

2.5 Notices

- 2.5.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the Procurement entity. The term "in writing" means communicated in written form with proof of receipt.
- 2.5.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

2.6 Governing Law

- 2.6.1 The Contract shall be governed by and interpreted in accordance with the laws of India and the State of Rajasthan.

2.7 Specifications and Standards

- 2.7.1 Technical Specifications and Drawings:

The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract

The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.

The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section-5 [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.

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.

- 2.7.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section-5 [Schedule of Supply]. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with Clause 3.4.
- 2.7.3 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.

2.8 Copyright

2.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials or Related Services, the copyright in such materials or related services shall remain vested in such third party.

2.9 Confidential Information

2.9.1 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 GCC Clause 2.9.

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.

2.9.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

2.9.3 The obligation of a party under GCC Sub-Clauses 2.9.1 and 2.9.2 above, however, shall not apply to information that:

- (a) the Procuring Entity or Supplier need to share with other institutions participating in the financing of the Contract; now or hereafter enters the public domain through no fault of that party;
- (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.

2.9.4 The above provisions of GCC Clause 2.9 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

2.9.5 The provisions of GCC Clause 2.9 shall survive completion or termination, for whatever reason, of the Contract.

2.10 Packing and Documents

2.10.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit or transport by sea, rail and road or air to their final destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

2.10.2 The packing, marking, and documentation within and outside the packages shall bear the Supply Order No. & details of the contents and shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in any other instructions ordered by the Procuring Entity.

2.10.3 In the event of any loss, damage, breakage or leakage or any shortage, 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.

2.11 Insurance

2.11.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured against theft, destruction or damage, by fire, flood, under exposure to weather or otherwise including war, rebellion, riot, etc. during transit and transportation. The insurance charges will be borne by the supplier and the Procuring Entity will not be required to pay such charges, if incurred.

2.12 Transportation

2.12.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the conditions and Incoterms specified in the Bidding Documents.

2.12.2 In case of Supply from within India, the Goods shall be supplied FOR locations specified in Bidding Documents. All transportation charges, local taxes, etc. shall be borne by the Supplier.

2.13 Samples, Inspections and Tests

- 2.13.1 The Procuring Entity or his authorised representative shall at all reasonable times have access to the Supplier's premises and the power to inspect and examine the materials and workmanship of the goods/ equipment/ machinery during manufacturing process or afterwards as may be decided.
- 2.13.2 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-5 [Schedule of Supply].
- 2.13.3 The sampling, inspections, and/or tests and/or trials may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or at another place in India as specified in the SCC. All such sampling, inspections and/ or testing shall be at the cost of the Supplier. Subject to GCC Sub-Clause 2.13.4, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to specification codes, designs, drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 2.13.4 The Procuring Entity or its designated representatives shall be entitled to attend the tests, and/or inspections and/ or trials referred to in GCC Sub-Clause 2.13.3, 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.
- 2.13.5 Whenever the Supplier is ready to carry out any such test, and/or trials and/or inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or trials and/or inspection.
- The Supplier shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- 2.13.6 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.
- 2.13.7 The Supplier shall provide, the Procuring Entity with a report of the results of any such tests and/or trials and/or inspection.
- 2.13.8 Supplies when received shall be subject to tests and/or trials and/or inspection to ensure whether they conform to the specifications and with the approved samples and trials, if any. 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.
- 2.13.9 In case of tests, samples shall be drawn in four sets in the presence of the Supplier or his authorised representative and properly sealed in his presence. One such set shall be given to him, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.
- 2.13.10 Testing charges shall be borne by the Procuring Entity in case urgent testing is desired to be arranged by the Supplier. In other cases and in case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the Supplier.
- 2.13.11 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, upon giving a notice pursuant to GCC Sub- Clause 2.13.5
- 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.
- 2.13.12 The rejected articles shall be removed by the Bidder within 15 days of intimation of rejection, after which the Procuring Entity shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the Supplier's risk and on his account.
- 2.13.13 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 GCC Sub-Clause 2.13.7, shall release the Supplier from any warranties or other obligations under the Contract.

2.14 Change in Laws and Regulations

2.14.1 Unless otherwise specified in the Contract, if after the dead line for submission of Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed by Government of India or the State Government (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 4.1.

2.15 Force Majeure

2.15.1 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.

2.15.2 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.

2.15.3 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.

2.16 Assignment

2.16.1 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 Procurement Entity of their respective obligations under the Contract.

3. CONTRACT DETAILS

3.1. Joint Venture, Consortium or Association and Changes in the Constitution of the Supplier

3.1.1 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.

3.1.2 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.

3.2 Subcontracting

3.2.1 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, it if not initially approved during the evaluation of the bid.

3.2.2 Subcontractors shall comply with the provisions of GCC Clauses 2.3 and 2.9.

3.3 Scope of Supply

- 3.3.1 The Goods and Related Services to be supplied shall be as specified in Section-5 [Schedule of Supply].
- 3.3.2 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.
- 3.4 Change Orders and Contract Amendments**
- 3.4.1 The Procuring Entity may at any time order the Supplier through Notice in accordance GCC Clause 2.5, 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.
- 3.4.2 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.
- 3.4.3 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.
- 3.4.4 Additional quantity (upto 50%) 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.
- 3.5 Delivery**
- 3.5.1 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.
- 3.5.2 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.
- 3.6 Supplier's Responsibilities**
- 3.6.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 3.3 and the Delivery and Completion Schedule, as per GCC Clause 3.5.
- 3.7 Procuring Entity's Responsibilities**
- 3.7.1 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.
- 3.8 Extensions of Time**
- 3.8.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 3.5, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its 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.
- 3.8.2 Except in case of Force Majeure, as provided under GCC Clause 2.15, or reasons beyond the control of the Supplier under GCC Clause 3.8.1, 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 4.5.
- 4. CONTRACT PRICE AND PAYMENTS**
- 4.1 Contract Price**
- 4.1.1 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.

4.1.2 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.

4.1.3 Price Adjustment, if applicable, shall be calculated as per rules. Price adjustment shall not be applicable in contracts having delivery or completion period of up to 18 months.

4.2 Terms of Payment

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

4.2.2 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 pursuant to GCC Clause 3.5 and upon fulfilment of all the obligations stipulated in the Contract.

4.2.3 Payments should be made promptly by the Procuring Entity, as far as possible, within Thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Procuring Entity has accepted it. All remittance charges shall be borne by the Supplier.

4.2.4 The currency in which payments shall be made to the Supplier under this Contract shall be Indian Rupees unless otherwise specified in the SCC.

4.2.5 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.

4.2.6 Payment in case of those Goods which need trials or testing as specified in Section-5 [Schedule of Supply] shall be made only when such trials or tests have been carried out and trials or test results received conforming to the prescribed specifications.

4.2.7 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.

4.3 Taxes and Duties

4.3.1 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.

4.3.2 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.

4.4 Performance Security

4.4.1 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 ITB Clause 6.4 [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 ITB Clause 1.2.

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.

4.5 LIQUIDATED DAMAGES

4.5.1. Subject to provisions of GCC Clause 2.15 and 3.8, 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 pursuant to GCC Clause 5

- 4.5.2 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.

4.6 WARRANTY

- 4.6.1 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.
- 4.6.2 Subject to GCC Sub-Clause 2.7, 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.
- 4.6.3 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.
- 4.6.4 The Procuring Entity shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 4.6.5 Upon receipt of such Notice, 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.
- 4.6.6 In case of machinery and equipment also, guarantee will be given as mentioned in clause 4.6.3 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.
- 4.6.7 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.
- 4.6.8 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.

4.7 PATENT INDEMNITY

4.7.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 4.7.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all 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 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:

- (i) the installation of the Goods by the Supplier or the use of the Goods where the Site is located; and
- (ii) The sale in any country of the products produced by the Goods.
- (iii) 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, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

4.7.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 4.7.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and 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.

4.7.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf and at the expenses of the Supplier.

4.7.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

4.7.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of 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 arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

4.8 LIMITATION OF LIABILITY

4.8.1 Except in cases of gross negligence or wilful misconduct :

- (i) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs,
- (ii) provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity; and
- (iii) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort, or otherwise, shall not be less than the amount of the Contract Price but not exceed the amount (if specified) in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Procuring Entity with respect to patent infringement.

4.9 Price Fall Clause

If the contractor quotes / reduces its price to render similar goods, works or services at a price lower than the contract price to anyone in the State at any time during the currency of the contract, the contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that contract and the contract shall be amended accordingly.

5. TERMINATION AND DISPUTES

5.1 Termination for Default

5.1.1 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.

- 5.1.2 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.
- 5.2 Termination for Insolvency**
- 5.2.1 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.
- 5.3 Termination for Convenience**
- 5.3.1 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 Notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 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.
- 5.4 Dispute Resolution**
- 5.4.1 Any disputes arising out of this Bid shall be referred to the Dispute Resolution Committee to be constituted for the purpose.
- 5.4.2 Arbitration may be applicable in case of disputes which remain unresolved through the Dispute Resolution Committee.
- 5.4.3 Any dispute arising out of this contract shall be subject to the courts having jurisdiction at Udaipur only.

DECLARATION

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

**Signature of Bidder
(with date and stamp)**

Section-6: Instructions to Bidders (ITB)

भाग-6 : निविदादाताओं के लिए अनुदेश

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.

1. GENERAL

1.1 Scope of Bid

1.1.1 In support of the Invitation to Bid indicated in the Bid Data Sheet (BDS), the Procuring Entity, as indicated in the BDS, issues this Bidding Document for the supply of Goods / equipment and Related Services incidental thereto as specified in Section-5, Schedule of Supply (SS).

1.1.2 Throughout this Bidding Document :

- i. the term “in writing” means communicated in written form through letter, fax, e-mail etc. with proof of receipt.
- ii. if the context so requires, singular means plural and vice versa; and
- iii. “Day” means calendar day.
- iv. The “Technical Bid” and “Financial Bid” in the context of single-envelope bidding means the corresponding forms/documents containing technical/Commercial and financial/price information.

1.2 Code of Integrity

1.2.1 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.

1.2.2 **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.

1.3 Eligible Bidders

- 1.3.1 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.
- 1.3.2 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. A Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or constituted or incorporated, and operates in conformity with the provisions of the Laws of that country.
- 1.3.3 A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
- 1.3.4 A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by
 - (a) any Procuring Entity, if debarred by the State Government; and
 - (b) a Procuring Entity if debarred by such procuring Entity.
- 1.3.5 The Bidder must be manufacturer, or where permitted distributor, authorised dealer, registered Bidder bona-fide dealer in the Goods and if required he shall furnish necessary proof for the same in the specified format. Where applicable, proof of authorisation by the manufacturer or country distributor in India, shall be enclosed.
- 1.3.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, should the Procuring Entity request.
- 1.3.7 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.
- 1.3.8 Each Bidder shall submit only one Bid except in case of alternative bids, if permitted.
- 1.3.9 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 VAT/ 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.

1.4 Eligible Goods and Related Services

- 1.4.1 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.
- 1.4.2 If so required in the Bid Data Sheet (BDS), 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 Section-3 [Bidding Forms] to demonstrate that it has been duly authorised by the manufacturer or producer of the Goods to supply these Goods in India.

2. CONTENTS OF BIDDING DOCUMENT

2.1 Sections of Bidding Document

- 2.1.1 The Bidding Document consists of all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 2.3 [Amendment of Bidding Document]:

Part-1

- Section 1. Bid Data Sheet (BDS)
- Section 2. Schedule of Supply (Specifications/ conformance to standards, designs and drawings etc., installation/ commissioning, Mandatory operation and maintenance, training etc.)
- Section 3. Bidding Forms
- Section 4. Special Conditions of Contract [SCC]

Part-2

- Section 5. General Conditions of Contract [GCC]
- Section 6. Instructions to Bidders (ITB)
- Section 7. Other Forms

The Notice Inviting Bids shall also be a part of the Bidding Document.

- 2.1.2 (i) The sale of Bidding Document shall be commenced from the date of publication of Notice Inviting Bids and shall be stopped one day prior to the date of opening of Bids. The prospective Bidders may also download the Bidding Document from the website of the procurement entity/ State Public Procurement Portal and pay its price while submitting the filled-up Bidding Document to the Procuring Entity, or e-procurement gateway, if the facility is available.
- (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.
- (iii) In case a bid involves several categories of items, separate bidding document must be sent for each category. Bids in which items from different categories are mixed will be liable to be rejected.
- 2.1.3 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.
- 2.1.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in the rejection of the Bid.

2.2 Clarification of Bidding Document and Pre-Bid Conference

- 2.2.1 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. The Procuring Entity will respond in writing to any request for clarification, within seven days, provided that such request is received no later than Fourteen (14) days prior to the deadline for submission of Bids as specified in the BDS.
- 2.2.2 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.
- 2.2.3 The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the Pre-Bid Conference.
- 2.2.4 Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

2.3 Amendment of Bidding Document

- 2.3.1 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.
- 2.3.2 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, under due intimation to the Bidders who have procured the Bidding Document directly from the Procuring Entity and also by uploading it on the websites of Procuring Entity/ State Public Procurement Portal.

3. PREPARATION OF BIDS

3.1 Cost of Bidding

- 3.1.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- The cost of bidding document shall neither be refunded nor adjusted towards any subsequent bid in any case.

3.2 Language of Bid

- 3.2.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages 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.

3.3 Alternative Bids

- 3.3.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered.

3.4 Bid Prices And Discounts

- 3.4.1 The prices and discounts quoted by the Bidder shall conform to the requirements specified in following Sub-Clauses:
- 3.4.2 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.
- 3.4.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Discounts, if permitted, shall be shown separately.
- 3.4.4 The Bidder shall quote any unconditional discounts, if permitted, and the methodology for their application in the Financial Bid Submission Sheet.
- 3.4.5 In Case of International Competitive Bidding, the terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, on the date of the Invitation for Bids or as specified in the BDS.
- 3.4.6 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.
- 3.4.7 All rates quoted must be FOR destination and should include all incidental charges except Central/ Rajasthan Sales Tax/ VAT, 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.

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 University 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 Documents Establishing the Eligibility of the Bidder

- 3.6.1 To establish their eligibility in accordance with ITB Clause 1.3 [Eligible Bidders], Bidders shall compulsorily attach any one of the following, as appropriate:
- (a) In case of sole Proprietorship: Address of residence and office, telephone numbers e-mail address, if any.
 - (b) In case of Partnership Firms: Partnership Deed and valid registration certificate with the Registrar of Firms and Power of Attorney in favour of the partner signing/submitting the Bid, authorizing him to represent all partners of the firm.
 - (c) In case of registered Company or statutory/ registered body: Registration certificate and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of another statutory or registered body, certificate of incorporation or registration issued by concerned authority and Power of attorney in favour of the person signing the Bid.
 - (d) Where permitted to bid as existing or intended Joint Venture, Consortium or Association in accordance with ITB Sub-Clause 1.3.: copy of the Agreement, or a letter of intent to enter into such Agreement. The respective document shall be signed by all legally authorised signatories of all the parties to the existing or intended JV, Consortium or Association as appropriate; and the existing or intended JV shall authorise an individual/partner in one of the firm of the JV to act and commit all the partners of JV for the Bid.

Besides the bidder has to complete the eligibility declarations in the Bid Submission Sheet and attach Declaration Form (Form-BD) included in Section-3 [Bidding Forms].

3.7 Documents Establishing the Eligibility of the Goods and Related Services

- 3.7.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB Clause 1.4 [Eligible Goods and Related Services], Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section-3 [Bidding Forms].

3.8 Documents, Tests, Samples and Trials Establishing the Conformity of the Goods and Related Services to the Bidding Document

- 3.8.1 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-5 [Schedule of Supply] and any amendment thereof issued.
- 3.8.2 The documentary evidence may be in the form of literature, design/ drawings or data etc., and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a duly signed statement of deviations and exceptions to the provisions of Section-5 [Schedule of Supply].
- 3.8.3 Standards for workmanship, process, material, operation and maintenance and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Supply, are the minimum acceptable standards and are intended to be descriptive only and not restrictive. The Bidder may offer other standards of better quality, brand names, and /or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.
- 3.8.4 Bids for articles, if any, specified in Section-5 [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 Procurement Entity's office and the procurement entity shall not be responsible for getting these released from Railways. Courier, etc. No-fulfilment of this clause may make the bid unresponsive.
- 3.8.5 Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. The Procuring Entity shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained. The samples shall be collected by the Bidder on the expiry of stipulated period. The Procuring Entity shall in no way make arrangements to return the samples. The samples uncollected within 9 (nine) months after expiry of contract shall be forfeited by the Procuring Entity and no claim for their cost, etc., shall be entertained.
- 3.8.6 Samples not approved shall be collected by the Bidders. The Procuring Entity will not be responsible for any damage, wear and tear, or loss during testing, examination, etc. during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc. shall be entertained.

3.9 Documents Establishing the Qualifications of the Bidder

- 3.9.1 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.

3.10 Period of Validity of Bids

- 3.10.1 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.
- 3.10.2 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.

3.11 Bid Security

- 3.11.1 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.
- 3.11.2 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.

- 3.11.3 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 "Dean, College of Technology and Engineering, MPUAT, Udaipur" payable at Udaipur.
- 3.11.4 In lieu of Bid Security, a Bid Securing Declaration shall be taken from Departments of the State Government and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are controlled or managed by the State Government and Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in Section-3 [Bidding Forms].
- 3.11.5 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.
- 3.11.6 The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity.
- 3.11.7 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 ITB Clause 1.2; or
 - vi. if the Bidder does not accept the correction of its Bid.
- 3.12 Single and Double Envelope Bid Pattern**
- 3.12.1 **Two-Envelope Bid:** The Bid shall consist of two envelopes submitted simultaneously, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal, enclosed together in an outer single envelope.
- 3.12.2 **Single-envelope bid:** In case of single-envelope system all the bidding documents shall be submitted in a single envelope.
- 3.13 Preparation, Sealing and Marking of Bids**
- 3.13.1 The Bidder shall submit the Bid using the appropriate Bid Submission Sheets provided in Section-3 [Bidding Forms]. 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.
- 3.13.2 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 authorised to sign on behalf of the Bidder/JV. This authorisation shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid.
- 3.13.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed by the person signing the Bid.
- 3.13.4 The bidder should prepare bidding document using appropriate method as asked viz. (a) Two-Envelope Bid, or (b) Single-Envelope Bid, as explained below:
- 3.13.5 **Two-Envelope Bidding**
- (a) **Technical Bid:** In case of two envelope bidding, the Bidder shall prepare one Technical Bid or Proposal consisting of the all the documents/forms indicated in the Section-3 [Bidding Forms] and any additional documents asked in the Bidding Document and superscribe the envelope with "TECHNICAL BID". All the documents except the forms/documents containing the prices must be put in this envelope.
 - (b) **Financial Bid:** The bidder should prepare a separate envelope of Price Schedules for each item using appropriate forms (form-PS) as indicated in Section-3 [Bidding Forms] and any other document mentioned in the Bidding Document and mark the Envelope as "PRICE SCHEDULE" and the NAME OF ITEM/ GOODS. The amount quoted should be mentioned in words & figures.
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**”

- (c) The envelopes for Technical Bid and Financial Bid must be put in an outer envelope and must be sealed properly.
- 3.13.6 **Single Envelope Bidding:** In case of single envelope bidding, all the documents as indicated in Section-3, including the price schedules, must be put in a single envelope.
- 3.13.7 The outer and inner (if any) envelopes shall, additionally and compulsorily -
- (a) bear the name and complete address along with telephone/ mobile number of Bidder;
 - (b) bear complete address of the Procuring Entity with telephone number, if any;
 - (c) bear the specific identification of the Bidding process (**NIB 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
 - (d) 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 and BDS.
 - (e) 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.
- 3.13.8 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.
- 3.13.9 Alternative Bids, if permissible, shall be prepared, sealed, marked, and delivered with the inner envelopes marked in addition “ALTERNATIVE BID No:”, as appropriate.

4. SUBMISSION AND OPENING OF BIDS

4.1 Submission of Bids

- 4.1.1 Bidders may submit their Bids by post or by hand or directly dropped in the Bid Box, where provided. But if so specified in the Bidding Documents, Bidders shall submit their Bids electronically only. Bidders submitting their Bids electronically shall follow the electronic Bid submission procedure as specified on the State Public Procurement Portal.

4.2 Deadline for Submission of Bids

- 4.2.1 Bids shall be received, by the person designated for the purpose by the Procuring Entity or directly dropped in the Bid Box, or submitted electronically, where asked for at the place and upto the time and date specified in the Notice Inviting Bids or an extension issued thereof.

4.3 Late Bids

- 4.3.1 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.

4.4 Withdrawal, Substitution and Modification of Bids

- 4.4.1 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:
- i. submitted in accordance with ITB Clauses 3.13 [Preparation, Sealing and Marking of Bids], the respective inner and outer envelopes shall be clearly marked “WITHDRAWAL”; “SUBSTITUTION”, or “MODIFICATION” and
 - ii. received by the Procuring Entity prior to the deadline specified by the Procuring Entity for submission of Bids.

- 4.4.2 Bid Proposals that are withdrawn in accordance with above shall be returned unopened to the Bidders.

4.5 Bid Opening

- 4.5.1 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. In case of two envelope bid, first only the Technical bid shall be opened.

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.

- 4.5.2 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.
- 4.5.3 The Procuring Entity shall conduct the opening of Financial Bids (in case of two envelope bidding) of all Bidders who submitted substantially responsive Technical Bids and have qualified in evaluation of Technical Bids, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the Procuring Entity.
- 4.5.4 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 procurement entity. It shall also be communicate telephonically only to the bidders who attended the technical bid.

5. EVALUATION AND COMPARISON OF BIDS

5.1 Confidentiality

- 5.1.1 Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.
- 5.1.2 Notwithstanding the above clause, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.
- 5.1.3 In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

5.2 Clarification of Technical or Financial Bids

- 5.2.1 To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
- 5.2.2 Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.

5.3 Nonmaterial Nonconformities in Technical or Financial Bids

- 5.3.1 Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformity (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission.
- 5.3.2 Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

5.4 Evaluation of Responsiveness of Technical Bids

- 5.4.1 The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence submitted by the Bidder in support of the Bidder's qualifications.
- 5.4.2 The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of Section-5 [Schedule of Supply] have been met without any material deviation or reservation.
- 5.4.3 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.

5.5 Correction of Arithmetical Errors in Financial Bid

- 5.5.1 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.
- 5.5.2 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.
- 5.6 Price and/ or Purchase Preference**
- 5.6.1 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 NIB.
- 5.7 Evaluation of Financial Bids**
- 5.7.1 The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive.
- 5.7.2 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 procurement entity shall make its own estimates of these costs, if the same has not been included or mentioned clearly by the bidder.
- 5.7.3 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.
- 5.7.4
- 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 VAT 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 / VAT shall be included.
- 5.8 Post qualification of the Bidder**
- 5.8.1 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.
- 5.9 Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids**
- 5.9.1 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.
- 6.1 Procuring Entity's Right to Vary Quantities at Time of Award**
- 6.1.1 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.
- 6.1.2 If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- 6.2 Dividing quantities among more than one Bidder at the time of award**
- 6.2.1 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.
- 6.3 Acceptance of the successful Bid and award of contract**
- 6.3.1 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.
- 6.3.2 Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
- 6.3.3 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.

6.4 Signing of Contract

6.4.1 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.

6.4.2 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.

6.5 Performance Security

6.5.1 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.

6.5.2 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.

6.5.3 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.

6.5.4 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.

6.5.5 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 procurement 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.

7. REDRESSAL OF GRIEVANCES DURING PROCUREMENT PROCESS

- 7.1 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 and understood the “Instructions to the Bidders” (ITB) of the Bid and that I/We agree to abide by the same.

**Signature of Bidder
(with date and stamp)**

Appendix A: Procedure of Appeals

(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 ITB Clause 7.1 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 ITB Clause 7.1 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 Noof

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

Section-7: Other Forms

भाग-7: अन्य प्रपत्र

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
Witness 1
Witness 2

for the Supplier

Name: _____

Designation: _____

Address: _____

for the Procuring Entity (On behalf of the Procuring Entity)

Name: _____

Designation: _____

Address: _____

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: *[insert date]*

BID GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter 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.) fails or 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 _____

Duly 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 authorised 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 _____