

VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA

Rawatbhata Road, Kota -324021

Central Store and Purchase Cell

No/VMOU/S&P/2025-26/2

BID INVITING NOTICE

Date: - 24.04.2025

University hereby invite bids for "ARC of Printer repairing & Cartridge refilling " from manufactures / authorized dealers under single stage one envelope system under the RTPP Rules as given below-

Name of work	Estimated Cost Rs.	Bid Security (B.S.) Rs.	BID Form Fee Rs.	Date of downloading BID documents	Last date of submission of BID	Date of opening of BID
"ARC of Printer repairing & Cartridge refilling "	1.60 Lakh	3200/-	200/-	02.05.2025	12.05.2025 Till 4:00PM	13.05.2025 At 3:00PM

Instructions to Bidders:-

- 1. The detatiled scope of work as well as terms and conditions for "ARC of Printer repairing & Cartridge refilling".have been given in the BID documents which may be downloaded from www.sppp.rajasthan.gov.in or University website www.sppp.rajasthan.gov.
- 2. The Interested bidders may submit their bids in a sealed single envelope superscribing "ARC of Printer repairing & Cartridge refilling" along with separate Demand Drafts drawn in favour of "Vardhman Mahaveer Open University" payable at Kota towards the cost of Bid Fee Rs. 200/- (non-refundable) and bidder submit bid security amount Rs. 3200/-(refundable) and relevant documents. The sealed envelope may be dropped in the Tender Box at Room No. 114 or it may be sent to Comptroller, VMOU, Kota through registered post/parcel upto last date and time as stated above.
- 3. In the event of the specified dates being a holiday, the activities assigned on that date may be carried out on next working day on the same time.
- 4. VMOU, Kota is not bound to accept the lowest bid and may reject any bid or any part of the bid without assigning any reason therefore.
- 5. Bids received after the prescribed time and date will not be considered.
- 6. The bidders shall have to submit GST Registration Number along with copy of the same without which the bids will not be considered.
- 7. Validity: 90 days from the opening of bid.
- 8. In case of any query, the undersigned (Procurement Entity) may be contacted at email at <u>cps@vmou.ac.in</u>
- 9. Corrigendum if any will be published on above website only.

- Sd -OIC (P&S)



VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA

Rawatbhata Road, Kota -324021

Central Store and Purchase Cell

Price Bid

("ARC of Printer repairing & Cartridge refilling".)

:- 2/2025-26 & 24.04.2025 :-:-

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- NIB No and Date
 Name of Bidder
- 3. Full Address
- 4. Contact No.
- 5. Email Address
- 6. GST Registration No.
- 7. PAN No.
- 8. Work Description

A- प्रिन्टर्स मरम्मत व अनुरक्षण हेतु दरे

S.No.	Name of the Item	Unit Price in FIGURE	Unit Price in Words	
		in Rs. (including all taxes)	in Rs. (including all taxes)	
	Tafflon for the following printers -			
01	HP laserjet 1022/1018/1020+,			
	P1007/P1005/P1505/1320/1108,			
	HP 3010/3015 (Network Printer)			
	HP Laserjet M1213nF			
	HP Laserjet Ultra MFP M134a			
	HP laserjet Pro M203dn			
	Samsung ML1210			
	Canon MF 3010, MF4820d			
	HP Laser Jet Enterprise M607			
	HP Laser Jet M-1005 MFP			
	Canon L11121E			
	Canon 2900B			
02	Pressure Roller for the following			
	printers -			
	HP1022/1018/1020+,			
	P1007/P1005/P1505/1320/1108,			
	HP 3010/3015 (Network Printer)			
	HP laserjet M1213nF			
	HP Laserjet Ultra MFP M134a			
	HP laserjet Pro M203dn			
	Samsung ML1210			
	Canon MF 3010, MF4820d			
	HP Laser Jet Enterprise M607			
	HP Laser Jet M-1005 MFP			
	Canon L11121E			
	Canon 2900B			
03	Fuser Brush for the following printers -			
	HP1022/1018/1020+,			
	P1007/P1005/P1505/1320/1108,			
	HP 3010/3015 (Network Printer)			
	HP laserjet M1213nF			
	HP Laserjet Ultra MFP M134a			
	HP laserjet Pro M203dn			
	Samsung ML1210			
	Canon MF 3010, MF4820d			
	HP Laser Jet Enterprise M607			
	HP Laser Jet M-1005 MFP			

	Canon L11121E	
	Canon 2900B	
04	Fuser Roller for the following printers -	
	HP1022/1018/1020+,	
	P1007/P1005/P1505/1320/1108,	
	HP 3010/3015 (Network Printer)	
	HP laserjet M1213nF	
	HP Laserjet Ultra MFP M134a	
	HP laserjet Pro M203dn	
	Samsung ML1210	
	Canon MF 3010, MF4820d	
	HP Laser Jet Enterprise M607	
	HP Laser Jet M-1005 MFP	
	Canon L11121E	
	Canon 2900B	
)5	Printer USB Card for the following	
	printers -	
	HP1022/1018/1020+,	
	P1007/P1005/P1505/1320/1108,	
	HP 3010/3015 (Network Printer)	
	HP laserjet M1213nF	
	HP Laserjet Ultra MFP M134a	
	HP laserjet Pro M203dn	
	Samsung ML1210	
	Canon MF 3010, MF4820d	
	HP Laser Jet Enterprise M607	
	HP Laser Jet M-1005 MFP	
	Canon L11121E	
	Canon 2900B	
26	Supply Card for the following printers -	
06	HP1022/1018/1020+,	
	P1007/P1005/P1505/1320/1108,	
	HP 3010/3015 (Network Printer)	
	HP laserjet M1213nF	
	HP Laserjet Ultra MFP M134a	
	HP laserjet Pro M203dn	
	Samsung ML1210	
	Canon MF 3010, MF4820d	
	HP Laser Jet Enterprise M607	I
	HP Laser Jet M-1005 MFP	
	Canon L11121E	I
	Canon 2900B	
)7	Fuser assembly/Unit	
	HP laserjet 1022/1018/1020+,	
	P1007/P1005/P1505/1320/1108,	
	HP 3010/3015 (Network Printer)	
	HP Laserjet M1213nF	
	HP Laserjet Ultra MFP M134a	
	HP laserjet Pro M203dn	
	Samsung ML1210	
	Canon MF 3010, MF4820d	
	HP Laser Jet Enterprise M607	
	HP Laser Jet M-1005 MFP	
	Canon L11121E	
	Canon 2900B	
08	Engine Card/LSU Card	
	HP laserjet 1022/1018/1020+,	

1	HP 3010/3015 (Network Printer)		
	HP Laserjet M1213nF		
	HP Laserjet Ultra MFP M134a		
	HP laserjet Pro M203dn		
	Samsung ML1210		
	Canon MF 3010, MF4820d		
	HP Laser Jet Enterprise M607		
	HP Laser Jet M-1005 MFP		
	Canon L11121E		
	Canon 2900B		
09	Laser Scanner		
	HP laserjet 1022/1018/1020+,		
	P1007/P1005/P1505/1320/1108,		
	HP 3010/3015 (Network Printer)		
	HP Laserjet M1213nF		
	HP Laserjet Ultra MFP M134a		
	HP laserjet Pro M203dn		
	Samsung ML1210		
	Canon MF 3010, MF4820d		
	HP Laser Jet Enterprise M607		
	HP Laser Jet M-1005 MFP		
	Canon L11121E		
	Canon 2900B		
10	Item Required for Kyocera Make Printer F	S-1025 MFP	
	Drum		
	PCR		
	Wiper Blade/Clearing Blade		
	Doctor Blade		
	Gear Set		
	Pressure Roller		
	Fuser Roller		
	USB Card		
	Supply Card		
11	Item Required for HP Make Color Printer	Laser 150 NW	
	USB Card		
	Networking Card		
	Fuser assembly Unit		
	Supply Card		

लगातार.....

S.N.	Item No.	Qty. (In gm.)	Unit Price in FIGURE in Rs. (including all taxes)	Unit Price in Words in Rs. (including all taxes)
1.	Drum -			
	12A			
	30A			
	35A			
	36A			
	88A			
	55A			
	37A			
	925			
	328			
	34A			
2.	PCR of-			
	12A			
	30A			
	35A			
	36A			
	88A			
	55A			
	37A			
	925			
	328			
	34A			
3.	Refilling cost/Toner of			
5.	11A	140+140		
	12A	140		
	30A	50		
	35A	80		
	36A	80		
	88A	80		
	55A	140+140		
	37A	80+80+80		
	925	80		
	328	80		
	34A	50		
	Kyocera Make Printer FS-	100		
	1025 MFP Cartridge	100		
	117A(Black)			
	117A(Cyan/Yellow/magenta)			
4.	Wiper blade of-			
	12A			
	30A			
	35A			
	36A	<u> </u>		
	88A			
	55A			
	37A			
	925			
	328			
	34A			
5.	Doctor Blade of-			
J.	12A			
	30A			
	35A			
	36A			

B- कार्टिज रिफलिंग हेतु दरे – ITDL sealed packed tonner boxes only

	88A		
	55A		
	37A		
	925		
	328		
	34A		
6.	Magnet Rod		
	12A		
	30A		
	35A		
	36A		
	88A		
	55A		
	37A		
	925		
	328		
	34A		

निविदादाता के हस्ताक्षर व मोहर

नियम व शर्ते :--

- मरम्मत कार्य करवाने व कार्टिज रिफलिंग करवाने पर उक्त राशि के अतिरिक्त अन्य कोई भुगतान, कर इत्यादि देय नही होगें।
- 2. फर्म को पत्र प्राप्ति की तिथि से 15 दिवस में रूपये 500 / के नॉन–ज्यूडिशियल स्टॉम्प पेपर पर अनुबन्ध सम्पादित करना होगा। तत्पश्चात् कार्यादेश दिया जाएगा। यह अनुबन्ध कार्यादेश की तिथि से एक वर्ष तक के लिये मान्य होगा। अनुबन्ध की अवधि दोनो की आपसी सहमति से तीन माह के लिए बढ़ायी जा सकती है।
- 3. कार्य को दिया जाना पूर्णतया गुणवत्ता एवं तत्काल उपलब्धता के आधार पर होगा। कार्य को उपभोगकर्ता / ई0 एम0 पी0 सी0 विभाग, व.म.खु.विवि., कोटा द्वारा सत्यापित किया जाकर उसी विभाग द्वारा भुगतान की कार्यवाही की जावेगी।
- कार्य सन्तोषजनक न पाये जाने पर विश्वविद्यालय द्वारा बिना किसी सूचना के अनुबन्ध निरस्त किया जा सकता है।
- 5. प्रत्येक कार्य को बुलावे (Call) के 24घण्टे के अन्दर या एक कार्य दिवस में कराया जाना जरूरी होगा। निर्धारित अवधि पर उपस्थित नही होने की दशा में फर्म की Risk & Cost पर अन्य फर्म से कार्य करवा लिया जावेगा एवं आधिक्य भुगतान की वसूली बिल में से की जावेगी।
- 6. मरम्मत हेतु प्रिन्टर को वर्कशॅाप ले जाने की स्थिति में सम्बन्धित विभाग द्वारा गेट पास प्रदान किया जायेगा। निर्धारित समय पर प्रिन्टर ठीक नहीं होकर आने पर सम्बन्धित विभाग द्वारा प्रभारी अधिकारी, ई. एम0 पी0 सी0, व0 म0 खु0 वि0वि0, कोटा को सूचित किया जायेगा।
- 7. बिल के साथ बैंक का नाम, खाता संख्या, आई0एफ0एस0सी0 कोड़ एवं कार्यालय आदेश की छायाप्रति संलग्न करना होगा।
- नियमानुसार टैक्स की कटौती की जावेगी।
- 9. अनुबन्ध की समस्त शर्ते इस कार्यालय आदेश का ही अंग होगी।
- 10. न्याय क्षेत्र कोटा होगा।
- 11. निविदा को बिना कारण बताये निरस्त करने का अधिकार विश्वविद्यालय के पास सुरक्षित रहेगा। अन्तिम निर्णय विश्वविद्यालय का ही मान्य होगा। सशर्त निविदा स्वीकार्य नही है।
- 12. निविदा के संबंध में किसी भी प्रकार की संशय होने पर RTPP Rule 46, 2013 के अन्तर्गत निर्धारित निधि से पूर्व लिखित में आपत्ति सहायक कुलसचिव, केन्द्रीय भण्डार व कय अनुभाग को अथवा कक्ष सं0 109 में प्रस्तुत की जा सकती है।
- 13. निविदादाता द्वारा प्रत्येक मद की एक अवसर की दर का उल्लेख मय जी.एस.टी. अंकित किया जाना चाहिये।
- 14. निविदा प्रपत्र Part "A" व "B" में उल्लेखित समस्त आइटमस् की उक्तानुसार प्राप्त कुल राशि के आधार पर न्यूनतम निविदादाता का निर्धारण किया जा सकेगा।
- 15. विभिन्न निविदादाताओ की किसी आइटम में समान दर प्राप्त होने पर जिस निविदादाता द्वारा Part "A" व "B" को मिलाकर अधिकांश आइटमस् में न्यूनतम दरदाता होने पर नेगोशिएशन हेतु आवश्यकता प्रतीत होने पर आमंत्रित किया जायेगा।

<u>घोषणा</u>

मैने उक्त शर्तो एवं नियमो को पढ़ लिया है तथा मैं उनसे सहमत हूँ।

स्थान व दिनांक :--

निविदादाता के हस्ताक्षर व मोहर



VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA

Rawatbhata Road, Kota -324021

Central Store and Purchase Cell

CONDITION OF TENDER & CONTACT

Note:-Bidders should read these conditions carefully and comply strictly while submitting their tenders.

- 1. **Tenders by bona-fide dealers:-**Tenders shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration.
- 2. Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the Registrar and such change shall not relieve any former member of the firm, etc. from any liability under the contract.
- a. No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Registrar a written agreement to this effect. The Contractor's receipt for acknowledgment or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge or any of the purpose of the contract.
 - 3. Rate shall be written both in words and figures. There should not be errors and/or overwriting. Corrections if any should be made clearly and initialed with dates.
 - 4. All rates quoted must be FOR including Goods and Service Tax as GST as applicable shall be borne by the university.
 - 5. Validity: Tender shall be valid for a period of three months from the date of opening of bid.
 - 6. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make, and drawings, etc. of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing etc., he shall, before signing the contract, refer the same to the purchase officer and get clarification.
 - 7. The Contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

8. Specifications:-

- (i) All article supplied shall strictly VMOU, Kota conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
- (ii) The supply of articles marked with asterisk/at serial number, shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the purchase committee whether the articles supplied conform to the specifications and are in accordance with the samples , if any, shall be final and binding on the bidders.
- (iii) Warranty/Guarantee Clause:- The bidder would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of one year from the date of delivery of the said goods/stores/articles to be purchased and that not with standing the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of one year the said goods/stores/articles be discovered not to confirm to the description and quality aforesaid or have determined(and the decision of the purchase committee in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality on such rejection the goods/stores/articles will be at the sellers risk and all the provisions relating to rejection of goods, etc., shall apply. The bidder shall if so called upon to do, replace the goods, etc. or such portion thereof as is rejection by the purchase committee, otherwise the bidder shall pay damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchase committee in that behalf under this contract or otherwise.
- (iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the bidder shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The bidder shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.
- (v) In case of machinery and equipments specified by the purchase committee the bidder shall be responsible for carrying out annual maintenance and repairs on the terms & conditions as may be agreed. The bidder shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract of otherwise. In case of change of model he will give sufficient notice to the purchase committee who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

9. Inspection:-

- (a) The University inspection committee/UPC authorized shall have time to inspect and examine the materials and workmanship of the goods/equipments/machineries during manufacturing process or afterwards as may be decided.
- (b) The tender shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name & address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.
 - 10. (i) **Delivery and Installation Period:-** The bidder whose tender is accepted shall arrange supplies and installation of items within a period of 07 days from the date of supply order issued by the university from time to time under ARC.
 - **11. Bid Security:-** The Bid Security amounting 2% of Tender Value is Rs 3200/- has been submitted vide Demand Draft in favour of Vardhman Mahaveer Open University, Kota payable at Kota.

12. Agreement and Security Deposit:-

- (a) Successful bidder will have to execute an agreement in the Form SR-17 and deposit security equal to 5 % of the value of the stores for which tenders are accepted within 15 days from the date of dispatch on which the acceptance of the tender is communicated to him.
- (b) The BID security deposited at the time of tender will be adjusted towards security amount. The Security amount shall in no case be less than BID security.
- (c) No interest will be paid by the department on the Security money.
- (d) The form of Security Money shall be as below:
 - a. Cash/Bank Draft/Bankers Cheque.
 - b. Post-office Savings Bank Pass book duly pledged.
 - c. National Savings Certificate, Defence Savings Certificates, Kisan Vikas Patras, or any other script /instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.
 - d. Bank guarantee issued by any of scheduled bank.
 - (E) The security money shall be refunded after one month of the final supply of the items as per purchase order in case of one time purchase and two months in case deliveryis staggered, after the expiry of contract on satisfaction completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied that there are no dues outstanding against the bidder.
 - 13. (i) Firms Registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration in original from the Director of Industries or a Photostat copy or a copy thereof duly attested by any Gazetted Officer will be partially exempted from earnest money and shall pay security deposit at the rate of 1% of the estimated value of tender.
 (ii) Central Government and Government of Rajasthan Undertaking will be exempted from furnishing

(ii) Central Government and Government of Rajasthan Undertaking will be exempted from furnishing security amount.

- 14. Forfeiture of Security Deposit:- Security amount in full or part may be forfeited in the following cases:
 - (a) When any terms and conditions of the contract is breached.
 - (b) When the bidder fails to make complete supply satisfactorily.
 - (c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the purchase officer in this regard shall be final.
- 15. The expenses of completing and stamping the agreement shall be paid by the bidder and the University shall be furnished free of charge with one executed stamped counter part of the agreement.

16. Insurance:-

- (i) The goods will be delivered at the destination in perfect condition. The supplier, if he so desires, may be insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot etc.) The insurance charges will be borne by the supplier and state will not be required to pay such charges incurred.
- (ii) The articles may also be got insured at the cost of the purchaser, if so desired by the purchaser. In such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.

17. Payments:-

- (i) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on completion of supply satisfactorily and on submission of bill in proper form by the bidder to the Comptroller in accordance with GF & AR all remittance charges will be borne by the bidder.
- (ii) In case of disputed items, 10 to 25% of the amount shall be with held and will be paid on settlement of the dispute.
- (iii) Payments in case of those goods which need testing shall made only when such tests have been carried out, test results received conforming to the prescribed specification.
- 18 (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the purchase officer.

(ii) Liquidated Damages:- In case of extension in the delivery period with liquidated damage the recovery shall be made on the basis of following percentage of value of stores which the bidder has failed to supply:-

	11 2
Delay up to one fourth period of the prescribed delivery period	21/2%
Delay exceeding one fourth but not exceeding half of the prescribed period	5%
Delay exceeding half but not exceeding three fourth of the prescribed period	71/2%
Delay exceeding three fourth of the prescribed period	10%

- 19.1 Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- 19.2 The maximum amount of liquidated damage shall be 10%
- 19.3 If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, fro the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- 19.4 Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

19.5 Risk & Cost clause:-

The competent authority of VMOU, KOTA without prejudice to his right against the approved supplies in respect of any delay or inferior performance of otherwise or claims for delay in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of the contract or otherwise, by notice in writing absolutely determined the contract in any of the cases.

- (i) A notice in writing to rectify, or otherwise that the work being performed is inefficient or otherwise implemented in improper manner, shall omit to comply with the requirement of such notice within a period of 07 days or for prescribed time, thereafter of if the supplier shall delay or suspended the execution of the work so that either in the judgment of the competent authority, he will be unable to perform the work by the satisfaction of VMOU, KOTA or has already failed to complete the work by the time.
- (ii) If the supplier commits breach of the terms & conditions the contract.
- (iii) When the supplier has made himself liable for action under any of the cases aforesaid, the competent authority, shall exercise power:-
 - (a) To determine or rescind the contract, as aforesaid, upon such determination or rescission, the bid security, performance security shall be liable to be forfeited and shall be absolutely at the disposal of VMOU, KOTA.
 - (b) To get the work done through other service provider and in such case any expenses which may be incurred in excess, of the sum which would have been paid to the original SP, if the whole work had been executed by him of the amount of which excess, the decision of the COE/VMOU, KOTA shall be final and conclusive and shall be borne and paid by the original SP that may be deducted from any money due to him by the VMOU, KOTA or from has bid security, performance security. However the original SP shall have no claim to compensation for any loss sustained by him or reason for having purchased or procured any material, equipments or entered into any engagements or made advances on account of execution/performance of contract.
 - 20. **Recoveries:** Recoveries of liquidated damages, short supply breakage, rejected articles shall ordinary 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 security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR act or any other law in force.
 - 21. Bidders must make their own arrangement to obtain import license, if necessary.
 - 22. If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Comptroller.
 - 23. The Comptroller reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm/supplier.
 - 24. The bidder shall furnish the following document at the time of execution of agreement:-
 - (a) Attested copy of partnership deed in case of partnership firms.
 - (b) Registration number and year registration in case partnership firm is registered with Registrar of firms.
 - (c) Address of residence and office, telephone numbers in case of sole proprietorship.
 - (d) Registration issued by Registrar of Companies in case of company.
 - 25. All legal proceeding, if necessary arise to institute may by any of the parties (VMOU, Kota or Contractor) shall have to be lodged in courts situated in Kota, Rajasthan and not elsewhere.
 - 26. VMOU, Kota is a Govt. university and liable to get maximum educational discount from manufacturer, please specifies it separately and provide attested copy of educational partner (if any).
 - 27. Bidder should submit their Authorization letter/ Distributor certificate.

28. The bid and contract shall be governed by the Rajasthan transparency in public procurement Act 2012 and rules 2013.

Note: - I have read the above terms and conditions of contract carefully and I shall be abide by the same.

Date : Place:

Signature & Seal of the bidder

Annexure -A

Compliance with the code of integrity and no conflict of interest

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

Conflict of Interest:-

The Bidder participating in a bidding process must have a conflict of interest.

A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligation, or

compliance with applicable laws and regulations.

- 2. A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to;
 - a. Have Controlling partners/shareholders in common; or
 - b. Receive or have received any direct or indirect subsidy from any of them; or
 - c. Have the same legal representative fro purpose of the bid; or
 - d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision of the procuring entity the bidding process; or
 - e. The Bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all Bids in which the Bidder is involved. However this does not limit the inclusion of the same subcontractor , not otherwise participating as Bidder, in more than one Bid; or
 - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the goods, works or service that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge /consultant for the contract.

Place:

Date:

Annexure -B

Declaration by the Bidder regarding qualifications

In relation to my/our Bid submitted to Comptroller VMOU, KOTA, Kota for procurement of **"ARC of Printer repairing & Cartridge refilling"** in response to their Notice Inviting Bid No. 2/2025-2026 Dated 24.04.2025 . I/We hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act , 2012, that:

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

Date:

Place:

Signature of bidder with seal

Name:

Designation:

Address:

Annexure C Grievance redressal during procurement process

The designation and the address of the first appellate authority is Hon'ble V.C. VMOU, Kota. The designation and the address of second Appellate Authority is Secretary, Higher & Technical education, Rajasthan Govt.

1. Filing an appeal

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

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

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

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

4. Appeal not to lie in certain cases

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

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

5. Form of appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payments of fee.
- (c) Every appeal may be presented to first Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- 6. Fee for Filling Appeal
 - (a) Fee for first appeal shall be two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non refundable.
 - (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

7. Procedure for disposal of appeal

- a. The first Appellate Authority or Second Appellate, as the case may be upon filing of appeal, shall issued notice accompanied ny copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b. On the date of fix hearing, the First Appellate Authority or second Appellate Authority, as the case may be shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating 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.

Date:

Place:

Annexure-D

Additional conditions of contract

1. Correction of arithmetical errors

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

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quality, the unit price shall prevail and the total price shall be corrected, unless in the opinion in 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 a 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 in figures shall prevail subject to (i) and (ii) above.
 If the Bidder that submitted the lowest evaluated Bid does not accepted the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Deceleration shall be executed.

2. **Procuring Entity's Right to very Quantities**.

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

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

As a general rule all the quantities of the subject matter of procurement shall be procured for 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 visit nature, 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.

Date:

Signature of the Bidder with seal

Place: