



VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA

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Rawatbhata Road, Kota- 324021

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**DETAILED BID NOTICE**

**(NIB No. 10 / 2025-26)**

**“A.R.C. FOR SERVICING, REPAIRING & MAINTENANCE WORK OF A.C.'S & WATER COOLERS”**

Sealed tenders are hereby invited in the prescribed form, from contractors registered in various State Govt., Semi Govt. works department in appropriate category (Minimum “E-AC IV Class” for Air conditioning works as per PWF & AR or equivalent) for the following work under RTPP Act 2012 and the rules 2013 amended from time to time -

Name of work	Estimated Cost Rs.	Bid Security Rs.	Tender Form fees Rs	Date of Download	Date of Receiving	Date of Opening of Eligibility bid	Contract Period
“A.R.C. FOR SERVICING, REPAIRING & MAINTENANCE WORK OF A.C.'S & WATER COOLERS”	4.72 Lacs	9500/-	500/-	From 07/07/2025 to 14/07/2025	15/07/2025 up to 1.30 PM	15/07/2025 at 2.30 PM	Annual Rate Contract

The detailed information for the work has been given in the tender document which may be downloaded from website [www.v mou.ac.in](http://www.v mou.ac.in) or [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) for which demand draft of Rs. 500/- (Rupees Five hundred Only) is to be enclosed with Tender document (cost of Tender document). All Demand Draft is to be in favour of “**Vardhman Mahaveer Open University**” payable at **Kota**. The sealed envelope (superscripted with “**A.R.C. FOR SERVICING, REPAIRING & MAINTENANCE WORK OF A.C.'S & WATER COOLERS**” containing documents will be received in the office of the undersigned on 15/07/2025 by 1.30 P.M. and will be opened on the same day at 2.30 P.M. in presence of the bidders. Corrigendum if any, will be published/display on these websites only.

**O.I.C. (Estate)**

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(सम्पदा प्रकोष्ठ)

## ELIGIBILITY BID (NIB No. 10/ 2025-26)

### dk; l dk fooj .k %“A.R.C. FOR SERVICING, REPAIRING & MAINTENANCE WORK OF A.C.'S & WATER COOLERS”

- बोलीदाता/फर्म का नाम : .....
- (अ) पूर्ण पता : .....  
(ब) दूरभाष एवं मोबाईल नं० : .....
- पात्रता के मानदण्ड –
  - (a) Copy of Registration with any Engg. govt. Deptt./ govt.Under taking in relevant category (Minimum E-AC IV) for Air conditioning work : .....
  - (b) जी.एस.टी. नं० (प्रति संलग्न करें) : .....
  - (c) पैन कार्ड नम्बर (प्रति संलग्न करें) : .....
  - (d) सरकारी / अर्द्ध सरकारी विभागों का : .....  
कार्यानुभव (प्रति संलग्न करें)
  - (e) निविदा प्रपत्र राशि का विवरण : बैंक का नाम .....  
डी०डी० सं..... राशि रु० 500 /—दिनांक .....
  - (f) बोली प्रतिभूति राशि का विवरण : बैंक का नाम .....  
.डी०डी० सं..... राशि रु० 9500 /—दिनांक .....
  - (g) हस्ताक्षर युक्त अनुलग्नक A,B,C,D.
- अन्य विवरण (यदि कोई हो): .....

#### नोट :-

- निविदा शुल्क लौटाया नहीं जावेगा।
- पात्रता निविदा के साथ निम्न दस्तावेजों को संलग्न किया जाना सुनिश्चित करें –
  - (a) Copy of Registration with any Engg. govt. Deptt./ govt.Under taking in relevant category (Minimum E-AC IV) for Air conditioning work (प्रति संलग्न करें)
  - (b) फर्म का जी.एस.टी. रजिस्ट्रेशन (प्रति संलग्न करें)
  - (c) पैन कार्ड (प्रति संलग्न करें)
  - (d) फर्म का कार्यानुभव सरकारी/अर्धसरकारी विभाग। (प्रति संलग्न करें)
  - (e) निविदा शुल्क राशि रु० 500 /— का डिमाण्ड ड्राफ्ट।
  - (f) बोली प्रतिभूति राशि रु० 9500 /— का डिमाण्ड ड्राफ्ट।
  - (g) अनुलग्नक A,B,C,D की हस्ताक्षर युक्त प्रति।

स्थान :-  
दिनांक :-

हस्ताक्षर निविदादाता :-  
नाम :-

# VARDHMAN MHAVEER OPEN UNIVERSITY, KOTA

## General Terms and Conditions of the Bid and Contract

1. Conditional Tenders shall not be accepted.
2. Eligibility Bid along with required documents, demand drafts and Financial Bid shall be sealed in separate envelopes and both the envelopes shall be kept in bigger envelop subscribing **“Bid for A.R.C. FOR SERVICING, REPAIRING & MAINTENANCE WORK OF A.C.’S & WATER COOLERS”** and the sealed envelope shall be submitted to the OIC Estate, VMOU, Kota upto the stipulated date and time as mentioned in NIB.
3. The demand drafts in favour of “Vardhman Mahaveer Open University”, Kota payable at Kota for Tender form is Rs. 500/- (Rupees Four hundred only) and Demand draft against EMD is of Rs. 9500/- (Rupees Nine Thousand Five Hundred Only) has to be deposited along with eligibility bid.
4. Tender form shall be completed in all respect. Incomplete tender shall be treated as invalid.
5. The acceptance of the tender will rest with the University authority who does not bind itself to accept the lowest tender, and reserve the right to reject any or all tenders received at any stage, without assigning any reason.
6. Contract period shall be for the one year w.e.f. date of work order. Contract period may further be extended as per RTPP act 2012 & rule 2013.
7. No refund of tender fee is claimable for tenders not accepted or returned.
8. All tenders, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain overwriting in figures or words, or correction not initialed and dated, will be liable to rejection.
9. In the event of the tender being submitted by a firm, it must be signed separately by each, partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a power of Attorney, authorizing his to do so. Such power of Attorney will be submitted with the tender and it must be disclose that the firm is duly registered under the Indian Partnership Act. by submitting a copy of registration certificate.
10. If it is found that the tender is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, if would be open for the University authorities not to consider such tender, forfeit the amount of earnest money and/ or de-list the contractor.
11. The contractor should quote the rates only in one language, i.e. in Hindi or English; rates should be quoted in figures as well as in words. In case a contractor has quoted rates in both the languages and the rates so quoted differ, then the lower of the two shall be treated as the rate quoted by the contractor.
12. If on check, there are differences between the rate quoted by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
  - a) Where, these is a difference between other rates in figures and words, lower of the two rates is a difference between other rates in figures and words, lower of the two rates shall be taken as valid and correct.
  - b) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount worked out.
  - c) While quoting rates, if rate/ rates against any item or items are found to be omitted the rate given in G/Schedule by the deptt. For such items will be taken into account while

preparing comparative statement and contractor shall be bound to execute such items on G-Schedule rates.

- d) In case where percentage is given but the above or below not scored, the tender will be non-responsive.
  - e) In case of any other dispute the decision of the tender opening committee will be final.
13. The contractor shall read the specifications carefully submitting the tender and also observe the site/working conditions.
14. Before submitting the tenders, it should be ensured that all the tender papers including terms and conditions and General Rules and Directions are signed by the contractor i.e. the contractor should sign each and every part of tender document before submitting.
15. All additions, deletions, corrections and over writings, must be attested by the contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this score.
16. All T&P and other Misc. Items as directed shall be arranged by the contractor at own cost, rates quoted shall be inclusive of all such things. Contractor has to comply all labour rules / ESIC, P.F. Insurance charges etc. at his own cost. In case of any mishap happening at site the contractor / agency shall be sole responsible for any sort of compensations.
17. Financial Bid of those firms will be opened who qualify in Eligibility Bid.
18. Validity period of Bid is 90 days from the opening of the Eligibility Bid.
19. The University reserves the right to reject part or the whole Bid without assigning any reason thereof.
20. The Bid and contract shall be governed by the RTTP Act 2012 & Rule 2013.
21. Schedule-G (Part-A) & Schedule-H (Part-B) दोनों दरों को समेकित रूप से मिलाकर न्यूनतम योग वाली फर्म का निर्धारण किया जावेगा।
22. निविदा प्रस्तुत करने की अन्तिम तिथि एवं समय से पूर्ण निविदा एवं निविदा के किसी भी भाग या निविदा की शर्तों पर आपत्ति होने की दशा में आपत्ति मय औचित्य के प्रभारी अधिकारी, सम्पदा प्रकोष्ठ, वर्धमान महावीर खुला विश्वविद्यालय, कोटा को लिखित में प्रस्तुत करें जिसमें RTTP नियम 47 के अन्तर्गत कार्यवाही की जा सके।

O.I.C. (Estate)

### **Special Terms & Conditions**

1. Registration of the firm is essential in appropriate category.
2. The given quantities are tentative & may vary. Payment shall be made on actual quantity of work executed on approved rates.
3. All tools required for servicing/repairing has to be arranged at contractor's level.
4. Equipments / Instruments required for servicing / repairing if any, shall be arranged by contractor itself & the material must be as per given specification / make.
5. If machinery repairing works required at contractor's workshop, arrangement regarding loading / unloading & transportation should be done at contractor's cost.
6. The scope of work is comprehensive and on site in case, the repairs require taking out the air conditioner out proper arrangements for sealing has to be made by agency to reduce the risk of any authorized entry/theft in the office. The cost of sealing, if any shall be borne by the contractor.
7. The successful bidder shall have to deposit work performance security or submit a declaration and execute agreement in the prescribed format at his cost on non-judicial stamp paper as per rules.

**O.I.C. (Estate)**

Note: - The rates have been quoted after examining the site and the various difficulties likely to be encountered during the execution of work. I have also gone through the General Terms / Conditions and special terms/conditions carefully and agree to abide by same.

**Signature of contractor**

**FINANCIAL BID (NIB No 10 / 2025-26)**  
(Financial Bid shall be sealed in separate envelope)

1. Name of Firm :- .....
2. Full Address :- .....
3. Mobile No. :- .....

**A.R.C. for Servicing, Reapiring & Maintenance work of A.C.'s & Water Coolers**

**(Based on PWD, Kota Electrical BSR, 2022)**

**G-Schedule**

No.	Code No.	Description	Qty.	Unit	Rate	Amount
1	26.42	Supplying and charging of fresh refrigerant and testing of performance of air conditioner/ fridge/ water cooler of following capacity including capillary and strainer/ filter.				
1.1	26.42.2	1.5 TR Window/ Split A.C.	20	Each	2407.00	48140.00
1.2	26.42.3	2.0 TR Window/ Split A.C.	9	Each	3076.00	27684.00
1.3	26.42.4	25/ 50/ 40/ 80 Ltr. Water cooler	1	Each	1872.00	1872.00
1.4	26.42.5	60/ 120 Ltr. Water cooler	1	Each	2140.00	2140.00
1.5	26.42.8	200/ 210 Ltr. Refrigerator	1	Each	1939.00	1939.00
2	26.43	Replacement of defective compressor by company repaired compressor as per OEM recommendations of following gadgets including testing etc. as required. Replacement of material or components shall be use as per guidelines of OEM of original product. All the scrap material should be retained by the contractor.				
2.1	26.43.2	1.5 TR A.C.	2	Each	12035.00	24070.00
2.2	26.43.3	2.0 TR A.C.	1	Each	12703.00	12703.00
2.3	26.43.4	25/ 50/ 40/ 80 Ltr. Water cooler	1	Each	5951.00	5951.00
2.4	26.43.5	60/ 120 Ltr. Water cooler	1	Each	7956.00	7956.00
2.5	26.43.7	165 Ltr. Refrigerator.	1	Each	3544.00	3544.00
2.6	26.43.8	200/ 210 Ltr.Refrigerator.	1	Each	4279.00	4279.00
3	26.44	P & Replacement of condensing/ cooling coil of copper fins for following capacity A.C./ Water cooler/ Fridge as required. Replacement of material or components shall be use as per guidelines of OEM of original product. All the scrap material should be retained by the contractor.				
3.1	26.44.2	1.5 TR A.C.	2	Each	3610.00	7220.00
3.2	26.44.3	2.0 TR A.C.	2	Each	4012.00	8024.00
3.3	26.44.4	25/ 50/ 40/ 80 Ltr. Water cooler	1	Each	2407.00	2407.00
3.4	26.44.5	60/ 120 Ltr. Water cooler	1	Each	2942.00	2942.00
3.5	26.44.8	200/210 Ltr. Refrigerator	1	Each	1738.00	1738.00
4	26.45	Servicing of 1.0/1.5/2.0 TR capacity Split/ Window type air conditioner	130	Each	669.00	86970.00

5	26.46	P & Replacement of overload protection of A.C./ Water cooler as required. Replacement of material or components shall be use as per guidelines of OEM of original product. All the scrap material should be retained by the contractor.	2	Each	468.00	936.00
6	26.47	P & Replacement of thermostat of A.C./ Water cooler/fridge as required. Replacement of material or components shall be use as per guidelines of OEM of original product. All the scrap material should be retained by the contractor.	2	Each	401.00	802.00
7	26.48	P & Replacement of selector switch of 1.0/1.5/2.0 TR A.C Fan as required. Replacement of material or components shall be use as per guidelines of OEM of original product. All the scrap material should be retained by the contractor.	2	Each	120.00	240.00
8	26.49	P & Replacement of starting relay of A.C/water cooler/fridge compressor as required. Replacement of material or components shall be use as per guidelines of OEM of original product. All the scrap material should be retained by the contractor.	2	Each	468.00	936.00
9	26.54	P & Replacement of door gasket of 165/200 Ltr. Fridge as required. Replacement of material or components shall be use as per guidelines of OEM of original product. All the scrap material should be retained by the contractor.	1	Each	234.00	234.00
10	26.68	P & Replacement of fridge lock complete as required. Replacement of material or components shall be use as per guidelines of OEM of original product. All the scrap material should be retained by the contractor.	3	Each	207.00	621.00
11	26.71	P & Replacement of fan motor of evaporator/ condensor complete as required. Replacement of material or components shall be use as per guidelines of OEM of original product. All the scrap material should be retained by the contractor.	1	Each	2073.00	2073.00
12	26.72	S & F of capacitor of 230V/ 275V, 50Hz rating of plastic casing and terminals - Lugs or copper wire.				
12.1	26.72.1.2	Starting capacitor 40-60 micro farad	20	Each	177.00	3540.00
12.2	26.72.2.2	Running Capacitor 4.0 micro farad	3	Each	56.00	168.00
12.3	26.72.2.3	Running Capacitor 6.0 micro farad	3	Each	72.00	216.00
13	22.42	Making hole in stone masonry/ RCC wall/ RCC slab with core cutter for accomodating refrigerant pipe/ drain pipe/ MS pipe/ cables etc of following dia				
13.1	22.42.1	50 mm dia per running inch length	16	Per Inch	80.00	1280.00

14	22.39	Supply, installation, testing and commissioning of interconnecting copper refrigerant piping of DHE Grade C12200- ASTM B68, B75, chemical composition of copper %-99.0 Min and Phosphorus %- 0.015 to 0.040 . For Annealed copper tube :- Tensile strength = 210 Mpa with elongation % = 40 Min . Ink Mark Brand Printing on Hard Tubes should be present. duly insulated with tubular elastomeric nitrile rubber FM/UL approved with high water vapor diffusion resistance and low thermal conductivity should be certified 'Class O' in Fire Propagation as per BS 476 Part 6 including chase cutting and filling with mortar, Slotted channel supports mounted on 10 mm threaded rod at suitable spacing the exposed piping shall be wrapped with glass woven cloth and lag coating for vapour barrier and weather protection. Joints shall be covered with nitrile rubber tape of 3 mm thick complete as required of following sizes. All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with this BSR .				
14.1	22.39.8	15.9 mm O.D., wall thickness $\geq$ 0.8mm (insulation – 13 mm thick)	10	Mtr.	1066.00	10660.00
14.2	22.39.9	12.7 mm O.D., wall thickness $\geq$ 0.8mm (insulation – 13 mm thick)	10	Mtr.	728.00	7280.00
14.3	22.39.10	9.5 mm O.D., wall thickness $\geq$ 0.8mm (insulation – 13 mm thick)	10	Mtr.	553.00	5530.00
14.4	22.39.11	6.4 mm O.D., wall thickness $\geq$ 0.8mm (insulation – 13 mm thick)	10	Mtr.	383.00	3830.00
15	22.4	Providing & Fixing of IS : 4985 - 2000 Class -4 (10 Kgf / Sqcm) UPVC drain water piping with fittings (IS:7834 & 10Kgf/sqcm) like elbow, socket, Tee, solvent cement jointing, support with MS hanger on ceiling or recessed in wall with chasing & plastering with 6 mm thick closed cell elastomeric nitrile rubber insulation including leakage testing etc. as required of following Nominal sizes. All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with this BSR .				
15.1	22.40.1	20 mm	100	Mtr.	189.00	18900.00
16	22.45	Supply & fixing MS powder coated stand suitable for 1.0/1.5/ 2.0 Tr outdoor type of Split AC. All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with this BSR .	5	Each	580.00	2900.00



17	22.55	Dismantling of split air conditioner of any capacity/any type including existing indoor unit & outdoor unit , refrigerant piping , connecting cables , drain pipe etc. including shifting of dismantled material to store complete as required	5	Job	936.00	4680.00
		<b>TOTAL Rs.</b>				314405.00

**Terms & Conditions :-**

1- Conditional Tender shall be not accepted.

2- The Rates are based on P.W.D., B.S.R. for Electrical works 2022.

3- In case of any typographical error or mistake in print the above B.S.R. shall be binding and final.

4- Quoted rates shall be in conjunction of enclosed special terms & conditions, agreement and annexure A to D and these will be part of agreement & quoted rates shall be inclusive of GST and other applicable taxes by the Govt. Conditional tenders will not be accepted.

**O.I.C. (Estate)**

I / We here by agree to execute the above work at the following rate :-

Our Rates are ..... % (above/below/at par on G-Schedule) in figure

Our Rates are ..... % (above/below/at par on G-Schedule) in words

Note :- Strike out below, above or at par whichever is not applicable. If the same is not done, the lower offer will be considered for acceptance.

**Date :-**

**Place :-**

**Signature of Contractor**

**Part "B" ( H-Schedule)**

No.	Description	Qty.	Unit	Rate to be quoted by contractor	Amount
1	Servicing & Maintenance charges of 2 Nos. 11 TR (Blue star) ductable package Air Conditioners including gas, motor repairing. All spare parts repair / replacement (Except Compressor)	12	Month		
2	Servicing & Maintenance charges of 4 Nos. 5 TR (Blue star) ductable package Air Conditioners including gas, motor repairing. All spare parts repair / replacement (Except Compressor)	12	Month		

3	Providing & installation of Indoor unit for split Air Conditioner (Make :- Lloyd, Model - LS 19A3P Cooling capacity 1800 BTU / 1.5 Ton Maximum Rated Current = 11.5 Ton Minimum Rated Current = 2600 W Power Consumption = 1740 W	1	Each		
4	Repairing charges for PCB Card suitable for 1.0/1.5/2.0 TR Split Ac's.	20	Each		
5	Labour Charges for the installation of split A C along with all fittings & Connections etc. Complete in all respect.	2	Each		
6	PCB Card - New PCB card suitable for 1.5 / 2.0 TR Window / split A.C. Make i.e. LLOYD/ Blure Star/ Voltas/ Carrier/ Diakin etc.	4	Each		
7	Rewinding Fan Motor of A.C. Out door Unit				
7.1	(a) 1.5 TR Window/ Split A.C.	2	Each		
7.2	(b) 2.0 TR Window/ Split A.C.	2	Each		
8	Providing & Installation of Indoor unit for split A.C. ( LLOYD / VOLTAS / GODREJ) cooling capacity 24000 BTU / 2.0 Ton, Maximum rated current 11.1 Amp. Power Input cooling 2510 W. Power supply 1 ph- 230 x 50 hz	1	Each		
9	Providing & Instalation of new fan motor for split A.C. outdoor unit (Cool Flow/ Marathan/ Hee) Volt 220-240, Watt- 55-65, Amp - 0.5, RPM - 950-1100	2	Each		
10	Providing & Installation New Blower motor for split A.C. indoor unit. 1.5 / 2.0 Ton, Volt- 208-240, Watt- 18, Amp- .20.	2	Each		
11	Providing & Fixing new fan blade of outdoor for split / Window A.C., 1.5 / 2.0 Ton, CW / ACW -380 mm	2	Each		
	Total of Part - "B"				

I / We agree to execute the above work at rates quoted above. Quoted rates shall be in conjunction of enclosed special terms & conditions, agreement and annexure A to D and these will be part of agreement & quoted rates shall be inclusive of GST and other applicable taxes by the Govt. Conditional tenders will not be accepted.

**Signature of Contractor**

## Annexure A

### Compliance with the code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

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

#### Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. i. A Bidder may be considered to be in Conflict of interest with one or more parties in abiding process if, including but not limited to;

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

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

## **Annexure B**

### **: Declaration by the Bidder regarding Qualifications Declaration by the Bidder**

In relation to my/our Bid submitted to **VMOU Kota** for procurement of “**A.R.C. FOR SERVICING, REPAIRING & MAINTENANCE WORK OF A.C.'S & WATER COOLERS**” in response to their Notice Inviting Bids No. **10/ 2025-26** dated **02.07.2025**. 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 Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specification in the Bidding Document;
3. I/We have are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conducted or the making of false statement or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceeding;
5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding Document, which material affects fair competition;

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

## **Annexure C**

### **: Grievance Redressal during Procurement Process**

The designation and the address of the first Appellate Authority is **Hon'ble Vice-Chancellor, VMOU, Kota**. The designation and the address of the Second Appellate Authority is **Additional Chief Secretary, Higher Education, Government of Rajasthan, Jaipur**.

**(1) Filing an appeal** If any bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the act or the rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Providing that after the declaration of a Bidder as successful the appeal may be filled only by a Bidder who has participated in procurement proceeding: Providing further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filled only by a Bidder whose Technical Bid is found to be acceptable.(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.(3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidder Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

**(4) Appeal not to lie in certain cases** No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

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

#### **(5) Form of Appeal**

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

#### **(6) Fee for Filing Appeal**

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

#### **(7) Procedure for disposal of appeal**

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

Date:

Place:

Signature of bidder

Name:

Designation:

Address

Form No. 1  
[See Rule 83]

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

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

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

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

## **Annexure D**

### **: Additional Conditions of Contract**

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

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

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

### **2. Procuring Entity's Right to vary Quantities.**

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

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

As a general rule all the quantities of the subject matter of procurement shall be procured 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 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.

Date:

Place:

Signature of bidder

Name:

Designation