



VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA
Rawatbhata Road, Kota -324021



Examination Department

E-TENDER
TENDER FORM

for
Printing of Certificates

Estimated Cost	- Rs. 30,00,000.00
Bid Security	- Rs. 60000.00
Processing fees	- Rs. 500.00
Tender Document fees	- Rs. 500.00
Online Availability of the tender form	- From 31-10-2025 upto 14-11-2025.
Last date of filling the form online	- 14-11-2025 upto 05:00 pm.
Last Date for submission of D.D. in the office of undersigned	- 14-11-2025 up to 04:00 pm.
Date of opening the technical bid online	- 15-11-2025 at 12:00 noon.

Bidder has to send the Processing Fees of Rs. 500.00 in the form of the D.D. in favour of **Managing Director, RISL, Jaipur** payable at Jaipur only. The cost/fees of the tender document i.e., Rs. 500.00 and Bid Security i.e., Rs. 60000.00 should be sent in the form of the D.D. in favour of Vardhman Mahaveer Open University, Kota payable at Kota only.

-Sd-
Controller of Examinations



VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA
Rawatbhata Road, Kota -324021
Examination Department



General conditions/instructions for submission of E-tender for
“Printing of Certificates”

1. No manual bid will be accepted.
2. Those bidders, who have procured D.SC.(Digitally Signed Certificate) as per IT act 2000 to sign their electronic bid or are registered at www.eproc.rajasthan.gov.in can only participate in the online bid.
3. The bidder must send the Demand Draft of Processing Fees Rs. 500.00 in the favour of M.D., R.I.S.L., Jaipur, payable at Jaipur only and cost of the Tender Form Rs 500.00 and Bid Security Rs. 60000 in favour of Vardhman Mahaveer Open University, Kota, payable at Kota only, on or before 14-11-2025 up to 04:00 pm. at the office of the undersigned in the envelope titled **“Bid Security, Processing Fees & Tender Form fees of Tender for “Printing of Certificates”**. University will not be responsible for any kind of delay. If the bidder fails to deposit or send the D.D. of Processing Fees, Cost of the Tender form and Bid Security in the given period of time, then University will straight away reject the bid of the concerned. Also, upload the scanned copy of the above mentioned D.D.'s at the time of submitting technical bid documents.
4. The tender would be held in two bid system titled “Technical Bid” and “Financial Bid”. Technical Bid and Financial Bid shall be submitted in prescribed form ONLINE only and completed in all respects. Financial Bids will be opened only of those bidders, who qualify the Technical Bid as per the Technical Bid format.
5. After the award of contract, the successful bidder has to deposit 5% (including 2% Bid Security + 3% additional = 5%) performance security (security deposit) of the amount of order in the period of fifteen days from the date of work order/award of contract/letter of invitation. The Bid Security will be forfeited if the tender is withdrawn; (a) at any time prior to its rejection, or (b) before or after its acceptance is communicated to the Bidder, or (c) If the successful Tender fails to execute an agreement and fails to furnish performance security (security deposit) within 15 days of the receipt of the letter of acceptance.
6. After acceptance of tender the successful bidder has to execute an agreement on non - judicial stamp paper of Rupees 500/- within 15 days from the date of order or as per letter of acceptance issued by the university. The performance security (security deposit) of the firm will be returned after completion of the validity of agreement in view of satisfactory work
7. The EMD of the unsuccessful bidders will be refunded without any interest after award of contract.
8. The University reserves the right to accept/reject any tender without assigning any reason thereof.
9. Judicial Jurisdiction of all the disputes will be Kota only.
10. All the pages/documents of the quotation should bear the dated signature of the bidder. All the entries by the bidder should be in one ink & legibly written. Any over-writing corrections & cuttings should bear date initials of the bidder. Corrections should be made by writing-again instead of shaping or over-writing.
11. Rates should be quoted both in figures as well as in words. In case the rates quoted in words & figures are at variance, the rates written in words will be taken as final.
12. **Finalization of any bid is the sole discretion of the University.**
13. G.F.&A.R rules and Rajasthan Transparency in Public Procurement Rules, 2013, Rajasthan government will be applicable and the execution of payment/bill and deduction of penalty(if any) will be done accordingly.
14. Income Tax and other taxes like GST will be deducted from the bills as per Govt. rules.
15. **All taxes and duties should be incorporated in quoted rate. The bidder must submit GST registration certificate.**

16. This tender form consists of general/special terms and conditions, check list of documents to be submitted, Technical Bid, Financial Bid and Annexure – A to D. Tender shall be submitted in prescribed form ONLINE only and completed in all respects. Incomplete tender will be rejected.
17. However, if the tender cannot be opened on the date of opening/ receiving of the tenders, the same shall be shifted on the next working day with same time and place.
18. Bidder should submit Self attested copy of Registration of firm and PAN Card of firms/proprietor/all the partner/company.
19. If deemed necessary before finalizing the Tender the premises of the bidder may be inspected by the Inspection Committee.
20. The rates once accepted by the university will hold well till the completion of the agreement. No increase will be considered on any account at any time. Any changes in GST or other taxes by government will be incorporated as per norms.
21. The commission if any, charged by the Banker of the Bidder, shall be borne by the Bidder himself.
22. The time limit of agreement may be extended as per RTPP Rules, 2013.
23. **Performance Security and Agreement within 15 Days:-**
 - a. Successful bidder will have to execute an agreement in the form SR-17 and deposit performance security equal to 5% of the ordered value of the work 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. No interest will be paid by the department on the performance security money.
 - c. The form of performance security money shall be as below:
 - i. Bank Draft/Bankers Cheque.
 - ii. Post-office Savings Bank Pass book duly pledged.
 - iii. National Savings Certificate, Defence Savings Certificates, Kisan Vikas Patra, 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 Performance security money shall be refunded after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee/warranty if any.
24. **Forfeiture of Performance 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 transportation of confidential material and blank answer copies satisfactorily.
 - c. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the purchase Committee in this regard shall be final.
25. (i) The firms registered as MSME firm in Rajasthan as manufacturer of tendered items, subject to furnishing the registration in original or a Photostat copy or a copy thereof duly attested by any Gazetted Officer will be partially exempted from Bid Security money and security deposit as per rules.
 - a. Central Government and Government of Rajasthan Undertaking will be exempted from furnishing security amount as per rule.
26. 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.
27. **Payments:-**
 - a. Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on completion of supply, Installation & Commissioning satisfactorily and on submission of bill in proper form by the bidder to the Office of Controller of Examinations VMOU in accordance with GF & AR all remittance charges will be borne by the bidder.
 - b. In case of disputed items, **15% of the amount** shall be with held and will be paid on settlement of the dispute.

28. **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.
29. If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to summarily rejection.
30. **The university 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.**
31. The bidder shall furnish the following document at the time of execution of agreement:-
- Attested copy of partnership deed in case of partnership firms.
 - Registration number and year registration in case partnership firm is registered with Registrar of firms.
 - Address of residence and office, telephone numbers in case of sole proprietorship.
 - Address of residence and office, telephone numbers in case of sole proprietorship.
32. If any dispute, arise out of the contract with regard to the interpretation meaning and Breach of the terms of the contract, the matter shall be referred to by the parties to the Head of the University (HVC) who will appoints his senior most officer as the sole Arbitrator of the dispute who will not be related to his contract and whose decision shall be final.
33. 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.**
34. **The bid and contract shall be governed by the Rajasthan transparency in public procurement Act 2012 and rules 2013 and GF & AR.**
35. In the event of inconsistency found between these terms and conditions **and provisions as laid down in RTPP Rules, 2013, the later shall be meant to final.**
36. **In case, documents/undertaking submitted by the bidder is found false later on, the concerned bidder shall be wholly responsible for all the consequences arising out of them.**
37. All Taxes as per Govt. Rule will be deducted from bills at the time of payment.
38. The procuring entity reserve the right to accept or reject any bid and to cancel the bidding process and reject all bids without assigning any reason at any time .
39. **At any time prior to the deadline for presenting bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents as per RTPP Rule 47 of 2013 .**
40. First appeal authority is Honorable Vice Chancellor & Second appeal authority is Principal Secretary, Higher & Technical education, Rajasthan Govt.
41. **Validity:** - Tender shall be valid for a period of 90 days from the date of opening of the Technical bid.

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CONTROLLER OF EXAMINATIONS

Declaration

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



VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA

Rawatbhata Road, Kota -324021

Examination Department



Special Terms and Conditions for submission of E-tender for
“Printing of Certificates”

Special Terms and conditions :-

1. The firm bidding for this tender should have minimum average annual turnover of Rs 20.00 lacs during the last three financial years. Photo Copy of last three years Audited Balance Sheet must be attached as proof i.e. 2022-23, 2023-2024 and 2024-2025 with UID no.
2. The Company should have its own manufacturing facility with printing equipments, for which a valid GST Registration Number and Company's **MOU of Association** should be required as bare minimum documents.
3. The tender should not be sub-let to any other service provider and must be executed at Bidder's unit having all equipment's & infrastructure owned by the company itself. No consortium of two or more service providers will be accepted.
4. The manufacturing facility must be highly secured physically and electronically. There must be Electronic Surveillance round the clock at the manufacturing facility. An Undertaking by the owner of the company should be required to ascertain the above fact.
5. Bidder must have serviced or executed similar jobs for at least two universities for which the proofs may be required for executing the REFERENCE CHECK & Credibility of the company. All details are required in complete with name of the university / complete address and the contact details with their Landline and Phone/Mobile Numbers.
6. Certificates will be printed with the data provided by the University.
7. Certificates will be supplied with hologram provided by the University.
8. For printing of Certificates Email/CD of Data and other information of the students will be provided by the University.
9. Bidder has to provide all the Printed Certificates to university in PDF /JPEG (specified by the University) format as per University requirement. No extra charges will be paid for this work.
10. Bidder has to send all prepared Certificates to the place as per order. No extra freight charge will be given for dispatching the Certificates.
11. Delivery/Dispatch terms and conditions:-
 - a. The bidder has to deliver the certificates (F.O.R.) at the address of Managing Director, 7-A behind R.T.O, Jhalana Institutional Area, Jaipur, Rajasthan 302004 within 30 days from the date of issue of work order.
 - b. The policy of Transit Insurance is to be borne by the Bidder. Certificates in transit will be at the risk of the Bidder.
 - c. The certificates should be grouped together by the name of Service Provider (will be provided by university).
 - d. Within each Service Provider the certificates should be grouped by their districts.
 - e. Within each district the certificates should be grouped by their ITGKs .(ITGK information will be provided by the university)
 - f. Within each ITGK the certificates should be grouped by their RS-CIT Exam Event.
 - g. Within each RS-CIT Exam event the certificates should be sorted by their Learner Code.
 - h. Each ITGK packet should be covered by transparent polythene packing.
 - i. Each of these POLYTHENE PACKINGS should be labeled by ITGK CODE, District and Service Provider Name and count of certificates on it.

- j. Each Service provider certificates should be packed in carton and separate carton /Polythene properly labeled within it for each district, they should be given a Box No. and labeled accordingly.
- k. In addition to above packing/sorting arrangement, the bidder has to provide a Service Provider wise summary of certificates printed in below format.

Seq. No.	Learner code	Service Provider Name	District Name	ITGK code	Box no.

- l. **In GSM specification of paper $\pm 2.5\%$ variance will be admissible. In case, supplied certificates are found to have GSM less than 2.5%, than penalty will be imposed as per the decision of High Power Committee / Vice-Chancellor of VMOU, Kota and will be treated as final.**
- m. All Certificates will be printed in four colour with at least 5 security features on white Maplitho Paper in Size A4 120 GSM. The five security features may be from the following:
- 1. Anti Scanning**
 - 2. High Resolution Border**
 - 3. Anti Copying**
 - 4. Invisible UV Ink**
 - 5. Micro Text Line**
 - 6. Bar Code Printing**
 - 7. Watermark Logo in Background**
 - 8. Numbering with Penetrating Ink**
12. A sample of certificate as per above specifications shall be provided by the L-1 bidder. This sample will be examined and approved by an Inspection Committee of V.M.O.U., Kota.
13. The rates approved after evaluation of the bids will be applicable for two years. At first the award of contract will be awarded for 01 year only. However, the further extension of award of contract will be done on providing satisfactory services.

Payment terms:

1. The bidder has to supply the certificate at F.O.R. within 30 days from the date of issue of work order.
2. Payment will be done on the basis of GSM testing report after GSM testing from M.S.M.E, Jaipur.
3. The payment will be done after the approval of printed certificates by an Inspection Committee of V.M.O.U., Kota on submission of bill in proper form by the bidder to the Controller of Examinations in accordance with GF & AR all remittance charges will be borne by the bidder.
4. The time period provided for supply of certificates up to a quantity of one lac will be 30 days from the date of issue of work order .For any quantity above one lac, the time period will be extended proportionately.
5. Time period of 30 days from the date of issue of work order subject to the approval of proof reading, printing and delivery will be at F.O.R.
6. (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:-

Delay up to one fourth period of the prescribed delivery period	2½%
Delay exceeding on front but not exceeding half of the prescribed period	5%
Delay exceeding half but not exceeding three fourth of the prescribed period	7½%
Delay exceeding three fourth of the prescribed period	10%

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

- 5.2 The maximum amount of liquidated damage shall be 10%
- 5.3 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, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- 5.4 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.

All of Above clauses and information provided shall be subject to a audit and validation by the university at any point of time, before, during or after the tender process, if at all any Information or feedback is found to be wrong or mala-fide, VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA reserves the right to REJECT the BID without assigning any reason whatsoever and the Bidder will have no right to claim any damages of any nature/ED.

**-Sd-
CONTROLLER OF EXAMINATIONS**

DECLARATION

I hereby declare that I have read all the general and special terms and conditions quoted above and agree to be abide by them.

**Signature for firm
Authorised Signatory with seal**



VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA
Rawatbhata Road, Kota -324021
Examination Department



Technical Bid (Part-I)
Details to be filled for the tender for
"Printing of Certificates"

- 1- GST No. - _____
- 2- Name of firm : _____
- 3- Address of firm : _____
- Phone Mobile No. : _____
- 4- Bid Security Rs 60000.00 D.D. no. _____ Dt.-----
Name of Bank: _____
- 5- Details of Processing fees Rs. 500.00 D.D. no. Dt.....
Name of the bank
- 6- Firm Registration No. _____
- 7- PAN NO. : _____
- 8- Average Annual Turnover of Rs. 20.00 lacs for last three financial years i.e. 2022-23, 2023-24 and 2024-2025 as per the audited report of C.A.
- 9- Affidavit stating that bidder is not blacklisted by any government department etc. or prosecuted for misconduct by any court of law.
- 10- Copy of the experience certificate regarding printing certificate job from the clientele of the bidder.
- 11- Profile of personnel with qualification, experience, who will be carrying out the works required with the type of responsibility to be shared.

S.No.	Level	Area of Specialization	Qualification	Experience	No. of persons in company

- 12- Annexure A, B, C & D (as per condition no. 16) should be submitted by the bidder with Technical Bid.

13- Checklist of the documents uploaded.

Check list of documents to be uploaded

S.No.	Documents to be submitted	Document uploaded Write Yes or no	If uploaded then mention Page no.
1.	Scanned copy of GST No.		
2.	Scanned copy of PAN No.		
3.	Scanned copy of Turnover details of last three financial years (Certified from C.A.)		
4.	Scanned copy of D.D. towards tender fees.		
5.	Scanned copy of D.D. towards Processing Fees		
6.	Scanned copy of D.D. towards Bid Security		
7.	Scanned copy of List of Universities for which contract were executed previously provide details and copies of Supply order		
8.	Scanned copy of Affidavit regarding that bidder is not blacklisted by any government, Semi government, Autonomous bodies, Corporations, department etc. or prosecuted for misconduct by any court of law.		
9.	Annexure A,B,C & D (as per condition no. 16)		
10.	Technical Details of Infrastructure		
11.	List of Machines with make , model and year of purchase		
12.	Undertaking for Print Unit being electronically and physically secured for confidential data		
13.	Printed Samples with atleast five security features of Certificates quoting the detailed information of features.		

Note: Sample of Certificates with paper may be seen in the office of C.E.

DECLARATION

I/We hereby certify that the information furnished in the above tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my tender shall be liable to be cancelled/terminated without any notice or compensation in lieu thereof.

Authorised signatory with seal



VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA

Rawatbhata Road, Kota -324021

Examination Department



Format of Financial Bid for the tender of

"Printing of Certificate"

PART-II

Name of the firm:-

The rate of our firm, for the following will be:-

Description of work	Qty.	Rate to be quoted in Figure per certificate (without GST) in Rs.	G.S.T. Amount (in Rs.)	Total amount (in Rs.) including GST
Printing of Certificates in four colour with at least 5 security features on white Maplitho Paper, Size A4 120 gsm	15.00 lac (approx.)			

Rate per certificate in words including GST

**Authorized Signatory
Seal of the Firm**

Annexure -A

Compliance with the code of integrity and no conflict of interest

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness, and progress of the procurement process.
- (d) Not misuse any information shared between the procuring entity and the Bidders with 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.

- I. A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to;
 - a. Have Controlling partners/shareholders in common; or
 - b. Receive or have received any direct or indirect subsidy from any of them; or
 - c. Have the same legal representative for purpose of the bid; or
 - d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision of the procuring entity 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:

Signature of the Bidder with seal

Annexure -B
Declaration by the Bidder regarding qualifications

In relation to my/our Bid submitted to Controller of Examinations VMOU, KOTA, Kota for procurement of "**Printing of Certificates**" in response to their Notice Inviting Bid No. 14 Date 28-10-2025 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 Principal Secretary (Higher Education Govt. Rajasthan)

(1) Filing an appeal

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of 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 Filing Appeal

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

(7) Procedure for disposal of appeal

- (a) The first Appellate Authority or Second Appellate, as the case may be upon filing of appeal, shall issued notice accompany any 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 th 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 the Bidder with seal

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 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 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:

Place:

Signature of the Bidder with seal