

RAJ RISHI BHARTRIHARI MATSYA UNIVERSITY, ALWAR

(Temporary Office: Girls Hostel Building, Babu Shobha Ram Government Arts College Campus, Alwar)



E- BID DOCUMENT

FOR

Appointment of an Agency for Printing, Supply & Delivery
of

Theory Answer Books with OMR Sheet Cover Page & Practical
answer books

Mode of Bid Submission	: On line (E-Bid)
Procuring Entity	: RAJ RISHI BHARTRIHARI MATSYA UNIVERSITY, ALWAR, 301001
Last date & time of On-line submission of Technical & Financial Bid Pre Bid Meeting Date, Time, Venue	: 19-10-2023 Up To 11:00 A.M. : 10-10-2023 FC Office 1 :00 P.M.
Date & Time of opening of On-Line Technical. Bid	: 19-10-2023 Up To 1:00 P.M.

- Cost of E-Bid Document and fee in favour of Registrar, RRBMU, Alwar Rs. 2500/- (DD/Banker's Cheque)
- E-Bid Processing Fee in favour of MD, RISL, Jaipur, Rs. 2000/- (DD/Banker's Cheque)
- Earnest money in favour of Registrar, RRBMU, Alwar Rs.260000/- (DD/Banker's Cheque)

Name & Signature of Bidder with Seal

Page 1

[Handwritten signatures and initials in blue ink]

Bid Document Fee Detail

Bidder's Name: _____

Address: _____

Phone: _____ **Fax:** _____

Email: _____

(A) E-Bid Fee:

Bank Demand Draft/ Banker's Cheque Detail:

Number: _____ **Dated** _____ : _____ **Bank Name:** _____

for Rs. 2500/- only (Rs Two Thousand Five Hundred Only) in favour of Registrar, RAJ RISHI BHARTRIHARI MATSYA UNIVERSITY, ALWAR.

(B) Processing Fee:

Bank Demand Draft/ Banker's Cheque Detail:

Number: _____ **Dated** _____ : _____ **Bank Name:** _____

for Rs. 2000/- only (Rs Two Thousand Only) in favour of MD, RISL, Jaipur

(C) EMD:

Bank Demand Draft/ Banker's Cheque Detail:

Number: _____ **Dated** _____ : _____ **Bank Name:** _____

for Rs260000/- only (Rs Two lakh Sixty thousand Only) in favour of Registrar, RAJ RISHI BHARTRIHARI MATSYA UNIVERSITY, ALWAR.

Name & Signature of Bidder with Seal

Handwritten signature and initials in blue ink, including a stylized signature on the left, the name 'Ashu' in the middle, and initials 'IR' and 'R' on the right.

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Name & Signature of Bidder with Seal








GUIDELINES FOR NOTICE INVITING E-BIDS

Registrar, Raj Rishi Bhartrihari Matsya University, Alwar invites Appointment of an Agency for Printing, Supply & Delivery of Theory Answer Books with OMR Sheet Cover Page & Practical answer books for Exam 2024

1. who meet the minimum eligibility criteria as specified in this bidding document.
2. The complete bidding document has been published on the website <http://eproc.rajasthan.gov.in> and <http://sppp.raj.nic.in> for the purpose of downloading.
3. Bidders who wish to participate in this bidding process must register on the website <http://eproc.rajasthan.gov.in>
4. To participate in online bidding process, bidders must procure a Digital Signature Certificate (DSC, Type III) as per information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, safecrypt, N code etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
5. A single stage two envelope selection procedure shall be adopted.
6. Bidder (authorized signatory) shall submit their offer online in Electronic formats both for technical and financial proposal. However, DD for E-Bid fee, RISL Processing Fee and EMD should be submitted physically at the office of procuring entity as prescribed in NIT and scanned copy of the same should also be uploaded along with the technical bid cover.
7. University will not be responsible for delay in online submission due to any reason, for this bidders are requested to upload the complete bid well in advance in time so as to avoid 11th hour issues like slow speed; choking of website due to heavy load or any other unforeseen problems.
8. Bidders are also advised to refer "Bidders Manual Kit" available at e-Proc website for further details about the e-tendering process.
9. Training for the bidders on the usage of e-Tendering System (e-procurement) is also being arranged by RISL, on regular basis. Bidders interested for training may contact e-Procurement Cell RISL, Jaipur for booking the training slot. The Help desk No. of RISL is 0141-4022688.
10. No contractual obligation whatsoever shall arise from the RFP/bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
11. University disclaims any factual or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.
12. The provisions of "The Rajasthan Transparency in Public Procurement Act, 2012 & The Rajasthan Transparency in Public Procurement Rules 2013" will also apply.

Name & Signature of Bidder with Seal



CHAPTER - 1

NOTICE INVITING E-BID

Name of work : Appointment of an Agency for Printing, Supply & Delivery of Theory Answer Books with OMR Sheet Cover Page & Practical answer books for Exam 2024.

SCHEDULE OF E-BID

Reference Number : E Bid 350/2023-24

Dated : 29.09.2023

Nature of project	Answer Books for Exam
Name of the Items(s) and estimated cost	Theory Answer Books with OMR Sheet Cover Page & Practical Answer Books Rs. 130 Lakh
Cost of the Bid Document (Non-refundable)	Rs. 2,500/- Demand Draft Banker's Cheque in favour of Registrar, RRBM University, Alwar
Publishing date and time (Online)	29-09-2023 On 02:00 PM
Documents Download Start Date & Time	29-09-2023 On 02:00 PM
Documents Download End Date & Time	19-10-2023 Up To 11:00 AM
Place of Information about the work and bid documents	Registrar, RRBM University, Alwar
Processing Fees	Demand Draft/Bankers Cheque in favour of MD. RISL Jaipur Rs. 2000/-
Pre Bid Meeting Date and Time	10-10-2023 at 01:00 PM (At FC Office)
Last Date & Time for On-Line submission of Bids (Technical and Financial)	19-10-2023 Up To 11:00 AM
Last Date & Time for Offline submission of Hard Copies of Bids (Technical and Financial) and E-Bid Fees/EMD (Demand Draft/Bankers Cheque) at the office of the Registrar, Raj Rishi Bhatrihari Matsya University, Alwar (Personally or by Post)	19-10-2023 Up To 12:00 PM
Technical Bid Opening of Date, Time & Venue	19-10-2023 Up To 01:00 PM RRBM University, Alwar
Date & Time of opening of Financial Bids	Date will be intimated later to all technically qualified Bidders
Websites of submitting E-Bid Document Corrigendum's Addendums etc.	http://eproc.rajasthan.gov.in
Bid Validity	90 Days
Earnest Money	260000/-

Note :-

- Bidders are advised to study the E-Bid Document the Rajasthan Transparency in Public Proc. Act. 2012 and Rules 2013 carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the bid Document Act. & Rules with full understanding of its implication.
- The procuring entity reserves 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 prior to contract award without thereby incurring any liability to the bidders.
- Bidders must ensure compliance to enclose required documents carefully to avoid their disqualification.
- The University shall not be responsible for any delay in electronic submission (uploading) of the Bids/Documents.

CHAPTER – 2
NOTICE INVITING E-BIDS

OFFICE OF THE REGISTRAR,
RAJ RISHI BHARTRIHARI MATSYA UNIVERSITY,
ALWAR,

Phone No.: 0144-2730321

Fax No.: 0144-2730321

Email Address: estt.rrbmu@rajasthan.gov.in

NOTE:- The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" and the "Rajasthan Public Procurement Rules, 2013" under the said act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.in>. Therefore, the bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If, there is any discrepancy between the provisions of the Act and Rules and this Bidding document, the provisions of the law shall prevail.

1. Two types (Technical & Financial Bids) unconditional online electronic E-bids are invited on behalf of the RAJ RISHI BHARTRIHARI MATSYA UNIVERSITY, ALWAR, for the Appointment of an Agency for Printing, Supply & Delivery of Theory Answer Books with OMR Sheet Cover Page & Practical answer book for Exam 2024, as listed below, from the bidders upto -----
-----Up To 11:00 AM

S. No.	Name of item (s)	Estimated Cost of item(s) (Rs.)	Amount of Bid Security (Rs.)	Validity Period of Bids
1	Theory Answer Books with OMR Sheet Cover Page & Practical answer books	130 Lakhs	@ 2% 260000/-	90 days

2. Bidding Document containing Instructions to Bidders, Bid Data Sheet, Evaluation and Qualification Criteria, Bidding forms, Procuring Entity's Requirements, General Conditions of Contract, Contract Data/ Special Conditions of Contract, Contract Forms, etc. can be seen at the website or obtained from the website of <http://eproc.rajasthan.gov.in> and <http://sppp.raj.nic.in>. University website www.rrbmuniv.ac.in The price of Bidding Document be paid along with user charges/processing fee, at the time of submission of the Bid. Name & Signature of Bidder with Seal

(Handwritten signatures and initials)

E-Bid document prepared in accordance with the procedure enumerated in "Instructions to Bidders" should be submitted electronically.

3. The Bids are being invited electronically, the procedure for submission of Bids including payment of price of Bidding documents, user charges/ processing fee, Bid Security, etc. shall be as provided on the State Public Procurement Portal <http://sppp.raj.nic.in> or <http://eproc.rajasthan.gov.in>
4. Bids submitted electronically after the specified date and time shall not be accepted.
5. The online submitted Technical Bids shall be opened **19-10-2023 Up To 01:00 PM** in the office of the Procuring Entity (Registrar, RAJ RISHI BHARTRIHARI MATSYA UNIVERSITY, ALWAR) by the procuring committee in the presence of the Bidders or their duly authorized representatives who wish to be present.
6. In case due date happens to be holiday, the E-Bid will be accepted and opened on the next working day. The time will remain the same.
7. The procuring entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
8. 'PAN' CARD NO. Issued by Income Tax Department.
9. Required documents in E-Bid shall be submitted electronically except samples and demand drafts.

Registrar

Name & Signature of Bidder with Seal



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CHAPTER – 3**GENERAL CONDITIONS**

- I. E-Bid for RAJ RISHI BHARTRIHARI MATSYA UNIVERSITY, ALWAR to Appointment of an Agency for Printing, Supply & Delivery of Theory Answer Books with OMR Sheet Cover Page & Practical Answer Books for Exam 2024
(Printing, Supply & Delivery of Theory Answer Books with OMR Sheet Cover Page & Practical Answer Books for Exam to various examination center under the jurisdiction of the University as well as University Office or Office of the Controller of Examination or secrecy cell of University or elsewhere within the jurisdiction of the University.)
- II. Name and postal address of the firm submitting the E-Bid.

- III. Addressed to: The Registrar, RAJ RISHI BHARTRIHARI MATSYA UNIVERSITY, ALWAR.
- IV. Reference: E-Bid No.
- V. The E-Bid fee amounting to Rs, 2500/- (Two Thousand Five Hundred) has been deposited/ enclosed in the form of DD No/Banker's Cheque No.
(Name of Bank)..... dated
- VI. We agree to abide by all the terms & conditions mentioned in E-Bid Notice Number _____
Dated..... Issued by RAJ RISHI BHARTRIHARI MATSYA UNIVERSITY, ALWAR and also the further condition of the said E-Bid Notice given in the attached sheets (All the pages of which have been signed by us in token of our acceptance of the terms & conditions mentioned therein).
- VII. The rates for the entire work including Appointment of an Agency for Printing, Supply & Delivery of Theory Answer Books with OMR Sheet Cover Page & Practical Answer Books for Exam in a Prescribed format (Chapter-8)

Name & Signature of Bidder with Seal

- VIII The GST Registration Number Certificate are being submitted herewith.
- IX. PAN Certificate.
- X. Declaration of manufacturer/Dealer etc. is also enclosed.

Signature of Bidders

Name & Signature of Bidder with Seal

CHAPTER - 4

ई-बिड्स के लिये निविदादाता हेतु निर्देश

- अ. निविदा में भाग लेने वाले निविदादाताओं को इन्टरनेट वेब साइट eproc.rajasthan.gov.in पर रजिस्ट्रेशन करवाना होगा। ऑन लाइन निविदा में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-III), इन्फोरमेशन टेक्नोलॉजी एक्ट- 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक निविदा में साइन करने हेतु काम आयेगा। निविदा दाता उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन निविदा दाताओं के पास E- Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।
- ब. निविदा दाताओं को निविदा प्रपत्र इलेक्ट्रॉनिक फॉर्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।
- स. इलेक्ट्रॉनिक/ऑनलाईन निविदा प्रपत्रों को जमा कराने से पूर्व निविदादाता यह सुनिश्चित कर लेवे कि निविदा प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्केन कॉपी निविदा प्रपत्रों के साथ अटैच कर दी गयी है।
- द. कोई भी टेण्डर इलेक्ट्रॉनिक फॉर्मेट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी राज ऋषि भर्तृहरि मत्स्य विश्वविद्यालय, अलवर की नहीं होगी।
- य. टेण्डर के प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाईन दर्ज करें। ऑनलाईन निविदा भरते समय संबंधित निर्देशों का पालन नहीं करने के परिणामस्वरूप निविदा प्रक्रिया में उत्पन्न किसी भी प्रकार की बाधा के लिए राज ऋषि भर्तृहरि मत्स्य विश्वविद्यालय, अलवर, की नहीं होगी।
- र.

Name & Signature of Bidder with Seal

 Ashu







CHAPTER - 5

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS:

Abbreviation & Definitions: The following definitions shall govern for the respective terms as hereinafter mentioned in this document:

"Bidder" means any Individual, Sole Proprietor, Partnership Firm, Pvt. Ltd. Company or Ltd Company who is participating in the Tender;

"Tendering Authority" means The Registrar, Raj Rishi Bhatrihari Matsya University, Alwar or any Officer or competent authority of Raj Rishi Bhatrihari Matsya University, Alwar who has been authorized to issue a work order under this contract ;

"Contractor" shall mean the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services;

"Contract period" means the agreement entered into between the Tendering Authority and the Contractor , as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;

"The Goods" means all the material/ services, which the Contractor is required to supply to the Tendering Authority under the Contract;

"Services" means services ancillary to the Scope of Work hereinafter, transportation, any other incidental services and other obligations of the Contractor covered under the Contract;

"The Contract Price" means the price payable/receivable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;

"Working/Business Day" means a working day of University;

"University" means Raj Rishi Bhatrihari Matsya University, Alwar;

"EMD" means Earnest Money Deposit;

"PSD" means Performance Security Deposits

The Bidder is expected to have read and examined all the instructions, forms, terms & conditions and specifications in the Tender Document with full understanding of its implications. Failure to furnish all information required in the Tender document or submission of bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in outright rejection of the bid.

Terms & conditions contained in Rajasthan Transparency in Public Procurement Act, 2012 and the Rajasthan Transparency in Public Procurement Rules 2013 shall also apply.

Name & Signature of Bidder with Seal

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2. PERIOD OF CONTRACT

The contract shall be initially for a period of **one year** on case-to-case basis from the date of issuance of Letter of Award. However, the contract may be renewed further on the basis of performance of work provided that both parties agreed on mutual terms and conditions as specified in the contract as per rules.

3. ELIGIBILITY CRITERIA

3.1. Only those bidders who fulfill the following criteria are eligible to RESPOND. Offers received from the bidders who do not fulfill all or any of the following eligibility criteria are liable to be rejected.

9. The invitation to Bid is open to all Suppliers/Contractors who are eligible to do business in India under relevant Indian Laws as in force at the time of bidding except those who have been declared by any agency of the Government of India or Government of Rajasthan to be ineligible to participate for corrupt, fraudulent or any unethical business practices during the period for which such ineligibility is declared.

10. The Bidder should have minimum of 3 years continuous experience of manufacturing and printing of answer books with OMR sheet cover to the Government / Public Sector Organizations / Undertaking / Corporations, Banks, Universities / State level educational Boards/ Any recruitment Board as on March 2023.

3.1.3 The Bidder should have successfully executed manufacturing and printing of answer books with OMR sheet cover page order having collecting value of Average **Rs. 50 Lakh** per year from Government / Public Sector Organizations / Undertaking / Corporations, Banks, Universities / State level Board in last 3 years as on March 2023

3.1.4 The Bidder should have /GST Registration Certificate along with GST payment Challan from concerned Government Department.

3.1.4 The Bidder should have deposited EMD Demand Draft of **Rs. 260000 (Rupees Two Lakh Sixty thousand Only)** in favour of Registrar, Raj Rishi Bhartrihari Matsya University, Alwar payable at Alwar. Partial exemption to SSI Bidders of Rajasthan will be accorded as per The Rajasthan Transparency in Public Procurement Rules, 2013.

3.1.5 The Bidder should have deposited cost of Tender document alongwith hard copy of BID Demand Draft of **Rs. 2,500 (Rupees Two Thousand Five Hundred Only)** in favour of Registrar, Raj Rishi Bhartrihari Matsya University, Alwar and Demand Draft of **Rs. 2,000 (Two Thousand only)** in favour of MD RISL for Processing fee.

3.1.6 The bidder should attach a list of customers / Government / Public Sector Organizations / Undertaking / Corporations, Banks, Universities / State level Board for whom they have done manufacturing and printing of answer books with OMR sheet cover along with a self certified copy of supply orders from the organizations for support of the same. Successful completion certificate is also required.

3.1.7 The bidder must have capacity to produce at least 50 Lakhs such Answer Books per month.

3.1.8 Certificate issued by the Central Excise department certifying the raw material of the paper being that of virgin pulp is to be enclosed with the Tender, along with Samples of both types of Paper and Name of Paper Mill.

Name & Signature of Bidder with Seal



3.1.10 The bidder should submit information about technical infrastructure of the firm in prescribed format given in BID document.

- (b) The bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily.
- (c) Self attested photocopies of relevant documents/certificates should be submitted as proof in support of the claims made.
- (d) The tendering authority reserves the right to verify/evaluate the claims made by the Contractor independently.

4. COST OF TENDER DOCUMENT

The Bidder shall deposit **Rs 2,500/- (Rupees Two Thousand Five Hundred Only)** being the cost of the tender document. It can be done by way of Demand Draft **favouring The Registrar, Raj Rishi Bhatrihari Matsya University, Alwar** payable at Alwar. Payments made through any other mode will not be accepted. Tender document can be downloaded from the site <http://sppp.rajasthan.gov.in> or University website <http://rrbmuniv.ac.in/> <https://eproc.rajasthan.gov.in>

It is an absolute must that the cost of tender document is paid as directed; otherwise the offer shall stand summarily rejected and no correspondence in this matter shall be entertained.

5. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Tendering Authority shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

6. PACKAGING THE BID

The offer should be enclosed in a duly sealed envelope super scribed with bid reference number, work name, due date and bidder name. The envelope should contain two separate envelopes, the details of them are written below:

- i. **Envelope-I** – Technical Bid, Tender Document Fee, Bid Security (EMD)
- ii. **Envelope-II** - Financial Bid.

7. NUMBER OF COPIES OF THE BID

The Bidder is required to submit two copy of the Technical Bid in hard copy physically in sealed envelope, clearly marking envelope as "Technical Bid".

8. AUTHENTICATION OF BID

The original and all copies of the Bid Document shall be computer laser printouts and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document.

9. LAST DATE AND TIME FOR RECEIVING SEALED OFFERS

The sealed offers should reach either by speed post or by hand to the address mentioned in the Tender Notice before the last date and time mentioned in the NIT.

Name & Signature of Bidder with Seal



10. PRE-BID MEETING (PBM)

RRBMU, Alwar shall make best efforts to respond to any request for clarification for the Bid Document to the prospective Bidders. Such requests are to be made in writing and are to be received by the Controller of Examination RRBMU, Alwar at least 2 working days before the Pre-Bid Meeting as per the date and time mentioned in the important dates and Information. The clarification shall be made in writing to the extent possible. The format for request for clarification is given below.

Bidder Name and Address			
Date:		Bid Reference No:	
Sr. No.	RFP page No	RFP Clause Details	Clarification Sought
1	2	3	4

Queries not adhering to the format above or queries not received within the mentioned deadline shall not be taken up at the Pre Bid Meeting. RRBMU, Alwar shall not be responsible for any delay in receiving the clarification document including but not limited to any delays like postal delays.

11. BIDDING DOCUMENT

- 11.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in rejection of the bid. The tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.
- 11.2 A Prospective Bidder requiring any clarification in the Tender document may notify the Tendering Authority in writing or by mail at the mailing address as indicated. The Tendering Authority will respond in writing or by mail to any request for clarification of the Tender Document received not later than 2 days prior to the last date for the receipt of bids prescribed Written copies of the response (including an explanation of the query but without identifying the source of enquiry) may be sent to all prospective bidders who have received the Tender.

12. DEBARMENT OF PARTICIPATES:

A bidder debarred under section 46 of Rajasthan Transparency in Public Procurement Act 2012 shall not be eligible to participate in this procurement process.

Name & Signature of Bidder with Seal

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13. AMENDMENT OF BIDDING DOCUMENT

- 13.1 At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete criteria conditions in the bidding document.
- 13.2 All prospective bidders who have received the bidding documents shall be notified of the amendment in writing by way of e-mail only and followed by the hard copy, same shall be binding on them.
- 13.3 In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids.

14. NON TRANSFERABLE BID

The tender document is not transferable.

15. REJECTION OF BIDS

The Registrar, Raj Rishi Bhatrihari Matsya University, Alwar an authority of RRBMU reserves the right to accept / reject / release or relax any or all or part of the bids received on the due date without assigning any reason, whatsoever.

16. LANGUAGE OF BIDS

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and The Tendering Authority shall be either in English or Hindi language. Wherever the correspondence is not in English, requisite translation should be attached, and the English version shall prevail in case of dispute.

17. BID FORM

The Bidder shall use and complete the BID Form as purchased for RRBMU or a downloaded form from the site as hereinabove whose cost has been deposited as scheduled mentioned herein BID document wherever applicable.

18. BID CURRENCY

Prices shall be quoted in Indian Rupees only. The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices.

19. EARNEST MONEY DEPOSIT (EMD)

- 19.1 Bidders are required to submit the Nationalized bank DD only (without interest) amounting to **Rs. 260000/- (Rupees Two Lakh Sixty Thousand Only)** valid for **three months from the date of issue**, as Earnest Money Deposit. This Demand Draft must be drawn in the name of Registrar, Raj Rishi Bhatrihari Matsya University, Alwar payable at Alwar. Offers made without Earnest Money Deposit shall be rejected. For SSI Units registered in Rajasthan partial exemption will be..

Name & Signature of Bidder with Seal



- 19.2 The earnest money/ security deposit lying with RRBMU in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/ security money for this fresh tenders. The earnest money may however, be taken into consideration in case tenders are re-invited for the same work.
- 19.3 Unsuccessful Bidder's Earnest Money Deposit shall be discharged / returned within 30 days after the award of work has been given to successful Bidder expiration of the period of Tender Offer validity prescribed in this tender.
- 19.4 The successful Bidder's Earnest Money Deposit shall be discharged upon/ adjusted the Bidder executing the Contract Form and furnishing the Performance Security Deposit.
- 19.5 The Earnest Money Deposit shall be forfeited and Bid shall be rejected:
If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the BID form or
In case of a successful Bidder, if the Bidder fails:
To sign the contract form in accordance with the terms and conditions.
To furnish performance security/security deposit as specified in this tender.
To execute the agreement if any, within time.
To execute the supply/work order, within time prescribed.

20. SUBMISSION OF BID

20.1 Bidders must submit two stage-two part (Envelop) i.e. Technical Bid & Financial Bid.

TECHNICAL-BID:- the list of documents to be submitted for Technical Offer is as follows:

1. Demand Draft for EMD, Tender Fee and registration certificate of SSI in original or a Photostat copy or a self attested photocopy thereof along with required Declaration, if applicable for Bidders claiming Partial Exemption.
2. Tender Form and Undertaking
 - a) Tender offer form duly filled in.
 - b) Declaration for unblemished record (Notarized Affidavit) **Stamp of Rupees 50/-**
 - c) Details of Bidder
3. Registration Certificates
 - a) GST Registration Certificate from concerned Government Department GST payment Challan from concerned Government Department.
 - b) Central Excise Registration Certificate
 - c) Copy of the PAN Card.
 - d) Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
4. Experience
 - a) **Proof in support of having minimum of 3 years continuous experience of manufacturing and printing of answer books with OMR sheet cover to the Government / Public Sector Organizations / Undertaking / Corporations, Banks, Universities / State level Board as on on March 2023. Work-orders along with Completion Certificates / Client's Testimonial given by concerned organizations or whom work is done should be submitted**

Name & Signature of Bidder with Seal



- b) Proof in support of successfully executed manufacturing and printing answer books with OMR sheet cover order having collective value of Average Rs. 50 Lakh per year from Government / Public Sector Organizations Undertaking/s/ Corporations, Banks, Universities / State level Board in last 3 years as on March, 2023.

5. Financial & Infrastructure

- a) Certificate from its C.A. stating that average turnover of the Bidder is more than Rs. 150 Lakh for last three financial years as on 31 March, 2023.
b) Copies of its audited financial statements for past three years
c) Supporting documents of Technical Infrastructure as required are enclosed in the BID document.

6. Paper Samples and certificates

- a) 05 Sheets of 58 GSM cream wove paper with 80% brightness must be enclosed with the Tender along with name of Mill of paper. 02 Sheets of 100 GSM map litho Paper for OMR Sheet
b) Certificate from the centre Excise Department stating that the mill produces paper from virgin pulp must be enclosed.

20.2 FINANCIAL BID

1. The Financial BID shall be on fixed price basis, inclusive of all taxes. There should be no hidden charges. Price quotation accompanied by vague and conditional expressions Such as "Subject to immediate acceptance", "Subject to confirmation" etc. shall be treated as being at variance & shall be liable for rejection.

21. COMPLETENESS OF BIDS

The bid shall be summarily rejected if all or any of the requisite documents mentioned are not submitted with technical BID as decided by the tender committee.

22. DEADLINE FOR SUBMISSION OF BIDS

22.1 For Submission of tender/RFP/BID, bidder must complete the bid as per schedule of the tender/RFP/BID. The bidders should ensure that their BID is submitted before the expiry of the scheduled date and time. In the event of the specified date for the submission of BIDs being declared as a holiday to the tendering Authority, the bids shall be received up to the appointed time on the next working day.

22.2 The Tendering Authority may, at its discretion, extend this deadline for submission of BIDs, by way of informing the same on site www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in in which case all rights and obligations of the Tendering Authority and Bidders subject to the deadline shall thereafter be subject to the deadline as extended.

23. WITHDRAWAL OF BIDS

23.1 The Bidder may withdraw its bid after the submission, provided that written notice of the withdrawal is received by the Tendering Authority prior to the deadline prescribed for submission of bids.

23.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its EMD and the offer shall stand automatically rejected.

Name & Signature of Bidder with Seal

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24. PERIOD OF VALIDITY OF OFFER

- 24.1 Bids shall be valid for acceptance for a period of 90 days from the date of opening of Financial Bid.
- 24.2 In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing and shall be binding.

25. EVALUATION COMMITTEE

The Technical and Financial Committee constituted by the Vice-Chancellor, Raj Rishi Bhatrihari Matsya University, Alwar, shall evaluate the Tenders. The decision of the Committee in the evaluation of the Technical and Financial bids shall be final.

26. OPENING OF TECHNICAL BIDS

- 26.1 Immediately after the closing time and/or at any time and date specified thereafter, the Tendering Authority shall open the bids as per the schedule.
- 26.2 The technical bids shall be opened and listed for further evaluation. The Bidder's names, bid modifications or withdrawals, the presence or the absence of requisite Earnest Money Deposit and such other details as the Tendering Authority, at his discretion, may consider appropriate, shall be announced at the time of opening.
- 26.3 The Financial bids shall be opened as per the schedule.
- 26.4 Bids shall be opened either in the presence of bidders or its duly authorised representatives. The bidder or their representatives who are present shall sign a register evidencing their attendance. Only one representative per bidder shall be permitted to be present at the time of opening the tender.

27. CLARIFICATION OF BIDS

During evaluation of bids, the Tendering Authority may, at its discretion, ask the Bidder for a clarification of its bid. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

28. SCRUTINY OF THE BID

- 28.1 Preliminary scrutiny shall be made to determine whether bids are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed,
- 28.2 Prior to the detailed evaluation, the Tendering Authority shall determine the substantial responsiveness of each bid. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.
- 28.3 If a bid is not substantially responsive, it shall be rejected by the Tendering Authority and shall not subsequently be made responsive by the bidder by correction of the nonconformity. Technical bid shall be evaluated in the following sub -steps:-
Firstly, the documentation furnished by the Bidder shall be examined prima facie to see if the technical skill base and financial capacity and other Contractor attributes claimed therein are consistent with the needs of this project.
In the second step, the Tendering Authority may ask the bidders for additional information visit the Bidders site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid document. If it is found that the documents submitted by the bidder are not compatible with the actual situation at site, or if the document supplied by the bidder are found to be fraudulent or misrepresenting the facts, it shall render the bidder

Name & Signature of Bidder with Seal



ineligible for further participation in the tender process. The decision of the Tender Committee in this regard shall be final and binding on the bidder and cannot be challenged.

In the third step, the Tendering Authority may ask the prospective bidders for the presentation regarding Technical Capability of the Bidders and understanding regarding the Project.

29. ADDITIONAL INFORMATION

The Tendering Authority may ask Bidder(s) for additional information visit Bidder's site and/or ask for technical presentation and may arrange discussion with their professional, technical faculties to verify claims made in technical bid documentation.

30. SELECTION PROCEDURE

30.1 The Technical evaluation shall be done by an Expert Committee appointed by University.

30.2 Bids shall be evaluated on both technical and Financial criteria. The information furnished by the Bidders in the Technical Bid and presentation of the Bidder shall be the basis for technical evaluation.

30.3 Each proposal will be evaluated according to the following criteria:

- a) Company's Profile
- b) Company's exposure and experience with Government Organizations / Public Sector / Public sector undertakings and Departments,

30.4 The decision of the evaluation committee in the evaluation of the technical bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the committee.

31. DATE OF OPENING OF FINANCIAL BIDS

25.1 Financial Bids of only technically qualified Bidders as mentioned above will be opened.

25.2 The date for opening of the financial bid shall be announced after the scrutiny of the technical bid has been completed as above. The date will not be later than 60 days from the date of opening of technical bid.

32. OPENING OF FINANCIAL BIDS

32.1 The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of their financial offer.

32.2 The Tendering Authority shall negotiate with the lowest bidder so as to meet its expectation of a cost effective sustainable and economically promising solution. If the negotiation with lowest Bidder fails, the same shall be rejected and negotiation then shall be done with second lowest Bidder.

32.3 The Tendering Authority reserves the right to open Financial Bid even if one Bidder qualifies the Technical Bid or only one Bid is received in response to the Tender Notice. However in the case of one Bid the power to negotiate with the Bidder will be reserved with the Tendering Authority.

33. CONTACTING THE TENDERING AUTHORITY

33.1 No Bidder shall contact the Tendering Authority in any matter relating to its bid; from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do so in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.

Name & Signature of Bidder with Seal



33.2 Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his Earnest Money Deposit amount and processing fee.

34. CORRUPT, FRAUDULENT PRACTICES AND MISREPRESENTATION

34.1 The Tendering Authority requires that the bidders/suppliers/ contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts.

34.2 For the purposes of this provision, the terms defined for CORRUPT, FRAUDULENT PRACTICES / AND MISREPRESENTATION will be as per Law.

34.3 The Tendering Authority shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question:

34.4 The Tendering Authority shall declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract,

35. NOTIFICATION OF AWARD

Upon the successful bidder's furnishing of Performance Security Deposit, the Tendering Authority shall promptly notify each unsuccessful bidder and shall discharge only their EMD.

36. ACCEPTANCE OF BIDS

The Tendering Authority does not bind itself to accept the lowest or any other Tender. The Tendering Authority reserves the rights to accept any one Tender or reject all Tenders without any written statement to the bidders.

37. PERFORMANCE SECURITY AND SIGNING OF CONTRACT

37.1 Within Ten (10) days of the receipt of notification of award from the Tendering Authority, the successful Contractor shall furnish the Performance Security/ Security Deposit in accordance with the Conditions of Contract, in the performance security/ Security Deposit form provided in this document or in another form acceptable to the Tendering Authority.

37.2 The Performance Security/ Security Deposit shall be denominated in Indian Rupees and shall be in the form of a Bank guarantee issued by a nationalized /scheduled bank located in India acceptable to the Tendering Authority in the form provided in the bidding documents or in form of DD of any Nationalise Bank.

37.3 The Performance Security/ Security Deposit shall be discharged by the Tendering Authority and returned to the contractor within thirty (30) days after the expiry of the contract period/extension period.

37.4 Failure of the successful bidder to sign the contract/agreement (**Chapter-12**), proposed in this document (Conditions of Contract) and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Tendering Authority may make the award to another bidder or call for new bids.

37.5 The Security deposit will be at the rate of 5% of the total value of the work order. For SSI Units it will be at the rate of 1% and in case of sick industries, other than SSI industries, whose cases are pending before the BIFR, it shall be 2% of the estimated value of tender/RFP/BID.

Name & Signature of Bidder with Seal



- 37.6 If the Contractor fails to complete the Contract, The Registrar, Raj Rishi Bhatrihari Matsya University, Alwar shall have the right to cancel the order in full or part, forfeiting the Performance Security and the balance payments, if any.
- 37.7 Forfeiture of Performance Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- When any terms and condition of the contract is breached.
 - When the bidder fails to make complete supply satisfactorily.
 - if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the RFP document.
 - Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
 - No interest shall be payable on the PSD.

38. BINDING CLAUSE

All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tendering Authority, reserves the right:-

- 38.1 To vary, modify, revise, amend or change any of the terms and conditions in this Bid;
- 38.2 To reject any or all the tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

39. CONDITIONAL TENDER

Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.

40. INTERPRETATION OF THE CLAUSES

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

41. THE SCOPE OF WORK

The Scope of the work, etc. are detailed/defined in **Chapter-10** of this Tender/ RFP/ BID document.

42. DELIVERY SCHEDULE

As per Time Schedule given in the Scope of the Work.

43. PAYMENT TERMS

- No advance payment is admissible under any circumstances.
- The payment shall be made as per the Schedule mentioned in Para 1 of Chapter-7.
- No payment made to either any of transporters or labours by the University against adjustment in final payment to be made to the firm.

44. CONFIDENTIALITY

- 44.1 Any information and data pertaining to the University or any other agency involved in the Contract matter concerning Raj Rishi Bhatrihari Matsya University, Alwar or with the agency that comes to the knowledge of the Contractor in connection with this contract shall be deemed to be confidential and the Contractor shall be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The Contractor shall ensure due secrecy of information and data not intended for Public distribution.

Name & Signature of Bidder with Seal



44.2 The affidavit on the following format to that effect should be submitted along with Security Deposit on appropriate Non judicial Stamp Paper duly attested by Public Notary:- "Certified that any information and data pertaining to the Raj Rishi Bhartrihari Matsya University ,Alwar or any other agency involved in the Contract or matter concerning Raj Rishi Bhartrihari Matsya University, Alwar or with the agency that comes to the knowledge of the Contractor in connection with this contract will be deemed to be confidential and I /we are fully responsible for the same being kept confidential and held in trust, as also for all consequences of I / our personnel failing to do so. Also it is certified that I / we will maintain due secrecy of information and data will not be intended for Public distribution."

45. SPECIAL CONDITIONS TO THIS CONTRACT-

- 45.1 It shall be deemed that the bidder has got fully acquainted with the scope of the work, working and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.
- 45.2 The quantity indicated in the tender is mere estimates and is intended to give an idea to the prospective bidders to enable them to decide whether they will undertake to supply the article to the University on most competitive rates. The figures indicated in the tender do not constitute any commitment on the part of the University to purchase any of the articles in the quantity shown therein against each or in any quantity whatsoever. It is further made clear that the University does not bind itself to purchase all or any quantity mentioned in the tender and no objection against the quantity of the indent of approved item being more or less than the approximate quantity will be entertained and shall not be acceptable as a ground for non supply on the quantity indented.
- 45.3 The Registrar, Raj Rishi Bhartrihari Matsya University, Alwar may extend the original contract of Contractors, subject to original Terms & conditions for a period deemed fit by him, but not exceeding one year, on mutual consent.
- 45.4 The contract for the supply can be repudiated at any time by Registrar, Raj Rishi Bhartrihari Matsya University, Alwar, if the supplies/services are not made to his satisfaction after giving an opportunity to the bidder being heard and after reasons for repudiation being recorded by him in writing.
- 45.5 If any of the flaps of the OMR sheet are not scannable by OMR reader due to the manufacturing defect on the part of Contractor then the Contractor will be responsible for the same and loss to the University onwards conversion of data as well as delay in result processing work etc. will be recovered from the Contractors.
- 45.6 The cover page OMR sheet design of Answer book should be amenable for automatic dummy number printing machine.

46. SUPPLY ORDERS

All the supply orders will be placed to the Contractor through e-mail which will be followed by the post only and the date & time of e-mail will be treated as the date and time of order for calculating the period of execution. The Contractor shall have to execute all orders within specified time.

Name & Signature of Bidder with Seal



47. REPORTING PROGRESS

- 47.1 Contractor shall monitor progress of all the activities specified in the contract and submit free of cost fortnightly progress report about various aspects of the work to the tendering authority. The Contractor shall also make such reports /Executive summary etc. available to the tendering authority. The tendering authority on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 3 Copies, along with 3 copies of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed and finalized mutually.
- 47.2 The facilities / services, and/or labour to be provided by the Contractor under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of the representative of the tendering authority in accordance with the Contract. Should the rate of progress of the work, compliance to the requirements of the its facilities, or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation of the services, the representative of the tendering authority shall so notify the Contractor in writing.
- 47.3 The Contractor shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The Contractor shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the tendering authority or the representative of the tendering authority that the actual progress of work does not confirm to the approved programme, the Contractor shall produce at the request of the representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.
- 47.4 In case during the services, the progress falls behind schedule or does not meet the desired requirements, the Contractor shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. Programme for deployment of extra man power/ resources/ infrastructure will be submitted to the tendering authority for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Contractor unless otherwise expressly provided in the Contract.
- 47.5 During the course of the work, if the Contractor observes any major deficiencies, they should immediately bring such observations, deficiencies, areas of improvement and suggestions for improvement to the notice of the concerned persons. The service provider should also discuss with guide/help the staff of the tendering authority in implementation of the critical aid important suggestions
- 47.6 At the end of each phase, the service provider should submit a detailed report containing all the observations, deficiencies, areas of improvement and suggestions for improvement, for each system separately.

48. HANDING OVER OF WORKS

The Contractor shall be bound to hand over the works executed under the contract complete in all respect to the satisfaction of the Tendering Authority. The Tendering Authority shall determine the date & time on which the work is considered to have been completed. The Tendering Authority shall determine from time to time, the date & time on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Tendering Authority

Name & Signature of Bidder with Seal

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49. COMMITTEE FOR SUPERVISION

The Tendering Authority will be at liberty to set up Committee of Officers to supervise all Services in all the areas mentioned above. The directions of such committees with regard to all the general services, even if other than those mentioned in this Tender, would be binding on the Contractor for compliance

50. SUB-CONTRACT

The Contractor shall not assign or subcontract the assignment or any part thereof to any other Contractor except with the prior consent in writing of the Tendering Authority and provided the University shall have specifically approved such other Contractor The University may in its sole discretion and without assigning any reason refuse to give such consent.

51. The selected S&SP may submit their RFP response either by hand delivery or by registered post before scheduled date & time.

52. Cost & Language of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written either in English or Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

53. Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

54. Receipt and Custody of Bids

Hard copy of the the bids shall be received either by hand delivery or by courier or by post as the case may be, but before scheduled date and time only.

55. Correction of Arithmetic Errors in Financial Bid

The bid evaluation committee shall correct arithmetical errors in financial bid, on the following basis, namely:

- a) If there is a discrepancy between the unit price and the total price i.e. 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 bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern an the unit price shall be corrected;
- b) 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
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

Name & Signature of Bidder with Seal

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56. Negotiations

Negotiations may, however, be undertaken with the selected bidder when the rates are considered to be much higher than the prevailing market rates.

The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

57. Procuring entity's right to accept or reject the bid

The Procuring entity reserves the right to accept or reject the bid, and to annul (cancel) the bidding process and reject the bid at any time prior to award of contract, without thereby incurring any liability to the selected bidder.

58. Right to vary quantity

During execution of the Contract, the quantity of material and services originally specified in the bidding document may be increased or decreased, without any change in the unit prices or other terms and conditions of the bid and the bidding documents.

59. Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the selected bidder.
- b) The selected bidder shall sign the procurement contract within **10 days** from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the Tender/RFP/Bid document and Rajasthan Transparency in Public Procurement Act 2012 & Rajasthan Transparency in Public Procurement Rule 2013.
- d) The bidder will be required to execute the agreement on a non-judicial stamp paper of specified value, which shall not be less than Rs. 500/- at its cost and to be purchase from anywhere in Rajasthan only.

60. Confidentiality

- a) Notwithstanding anything contained in this Tender/RFP/Bid document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to:
 - i. impede enforcement of any law;
 - ii. affect the security or strategic interests of India;
 - iii. affect the intellectual property rights or legitimate Financial interests of bidders;
 - iv. affect the legitimate Financial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with the selected bidder related to the procurement process in such manner as to avoid their disclosure to any other person not authorised to have access to such information.

Name & Signature of Bidder with Seal



- c) The procuring entity may impose on the selected bidder and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

61. CANCELLATION OF PROCUREMENT PROCESS

If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

62. CODE OF INTEGRITY FOR BIDDERS

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

63. LEGAL JURISDICTION

All legal disputes are subject to the jurisdiction of Alwar courts only.

64. 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 of any material benefit either directly or indirectly in exchange for unfair advantage in procurement process or to otherwise influence the procurement process.
- b) Not misrepresent or omit that misleads attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) No indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and process of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Bidders with and intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion indulge 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.

65. CONFLICT OF INTEREST:-

- (1) A conflict of interest for procuring entity or its personnel and bidders is considered to be a situation in which a party has interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- (2) The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following:-
 - a) A conflict of interest occurs when procuring entity's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.

Name & Signature of Bidder with Seal

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- b) Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliation while in the service of the procuring entity, employment after retirement from the procuring entity's service or the receipt of a gift that may place the procuring entity's personnel in a position of obligation.
- c) A conflict of interest also, includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favour.
- d) A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from procuring entity's personnel's actions or decision.
- (3) The 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) they have controlling partners in common;
- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same representative for purposes of the bid;
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or
- f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

66. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the Appellate Authority is Vice-Chancellor, Raj Rishi Bhartrihari Matsya University, Alwar.

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved;

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings;

Name & Signature of Bidder with Seal



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

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) 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.

(4) Form of Appeal

- a) An appeal under para (1) or (3) above shall be in 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.

(5) Fee for filing appeal

- a) Fee for appeal shall be rupees two thousand five hundred, 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.

(6) Procedure for disposal of appeal

- a) The Appellate Authority, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the Appellate Authority, 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 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.

67. Processing Fee.

Bidder are required to deposit Rs. 2,000/- in the form of DD in the name of MD-RISL, Jaipur payable at Jaipur.

Name & Signature of Bidder with Seal



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

Appeal No. of

Before the

**VICE-CHANCELLOR
RAJ RISHI BHARTRIHARI MATSYA UNIVERSITY
ALWAR**

1. Particulars of appellant:

- (i) Name of the appellant :
- (ii) Official address, if any:
- (iii) Residential address:

2. Name and address of the respondent(s):

- (i)
- (ii)
- (iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved.

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
.....
.....(Supported by an affidavit)

7. Prayer:

.....
.....

Place

Date

Appellant's Signature

Name & Signature of Bidder with Seal

[Handwritten signatures]



CHAPTER - 6

CONDITIONS OF CONTRACT

1. APPLICATION OF THESE CONDITIONS

These Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

2. OTHER DOCUMENTS THAT FORM PART OF THIS CONTRACT

The Tender Document (along with its amendments if any), the Bid of the contractor, any clarifications sought by the Tendering Authority, the responses provided by the Contractor, and any other correspondence exchanged shall form part of the contract to the extent the same is not inconsistent with this document and the award document to the Contractor.

i) PERFORMANCE SECURITY

a. The proceeds of the performance security shall be payable to the Tendering Authority as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract. The Performance Security/Security Deposit shall be forfeitable for non-performance of the contract and there shall not be any relaxation to anybody.

b. In the event of any contract amendment, the Contractor shall, within 10 days of receipt of such amendment, furnish the amendment to the Performance Security/Security Deposit, rendering the same valid for the duration of the Contract, as amended for further period of one year thereafter.

ii) SAFETY REQUIREMENTS

The Contractor shall abide by the job safety measures prevalent in India and shall free the Tendering Authority from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Contractor's negligence. The Contractor shall pay all indemnities arising from such incidents and shall not hold the Tendering Authority responsible or obligated.

5. CONTRACTOR'S OBLIGATIONS

The Contractor is responsible for, and obliged to conduct all contracted activities as defined in the scope of work or wherever contained in this document, in accordance with the Contract. The Contractor is obliged to work closely with the staff of the Tendering Authority and abide by all instructions and directives issued by them.

6. CHANGE ORDERS

6.1 The Tendering Authority may at any time, by written order given to the Contractor, make changes within the general scope of the Contract in any one or more of the services to be provided by the Contractor.

6.2 If any such change causes an increase or decrease in the cost of, or the time required for the Contractor's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Price or delivery services, or both, and the Contract shall accordingly be amended.

6.3 Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the Tendering Authority's change order.

6.4 Expert Committee constituted by the Tendering Authority shall validate all such claims. The rate applicable for such adjustment is as fixed by Financial Bid given in Chapter-14

Name & Signature of Bidder with Seal



6.5 The Contractor shall make available to the Tendering Authority documents and records related to the performance of the Contractor for verifying the authenticity of the claims made.

7. USE OF CONTRACT DOCUMENTS & INFORMATION

7.1 The Contractor shall treat as confidential all data and information about the Tendering Authority, obtained in the execution of his responsibilities, in strict confidence and shall not reveal such information to any other party without the prior written approval of the Tendering Authority.

7.2 The Contractor shall not, without the Tendering Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by them in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

7.3 Any document, other than the Contract itself, shall remain the property of the Tendering Authority and shall be returned (iall copies) to the Tendering Authority on completion of the Contractor's performance under the Contract if so required by the Tendering Authority.

7.4 The Contractor must act in good faith and at all times extend its fullest cooperation to the University, its employees and agents during the performance of the Services.

7.5 The Contractor shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without prior approval of the University.

7.6 The Contractor shall refrain from disclosing or publicizing to its clientele including past and prospective clients or to the public that it has provided Services to the University without prior approval of the University.

7.7 The Contractor shall not divulge to any person not authorized by the University and shall not use for its own purposes, any information concerning the University, its staff or the Project which the Contractor may have access to directly or indirectly from the services performed under this Agreement or otherwise during the course of the Project; strict confidentiality shall be maintained by the Contractor and its employees/agents in respect of the information provided by the University to the Contractor. This confidentiality clause shall be applicable not only to existing employees of the Contractor but also to its employees involved in the project who may leave the service of the Contractor, and accordingly, it shall be the responsibility of the Contractor to ensure that any such employee also shall not divulge or use any such information for his/her own purpose; Violation of these terms and Conditions resulted into the Civil as well as Criminal liability against the Contractor and it's both types of employees (present and past) providing services.

7.8 The Contractor shall have no authority to commit the University to any additional costs, fees or expenses in connection with the Project.

8. The Contractor shall report immediately to the University any circumstances or events which might reasonably be expected to impair or prejudice the performance of the Services.

9. The Contractor shall at all time refrain from showing the report/work in progress or the completed report/work to any person not duly authorized by the University in writing.

Name & Signature of Bidder with Seal



10. The Contractor at any time shall not show or submit report / work in progress or completed work report to any person / authorities except the person / Authorities duly authorized by the University in writing, violation of this shall be civil and criminal liability on Contractor.

(a) **RESPONSIBILITIES**

Contractor shall be responsible for the following activities during the course of assignment:-

Resource and Project Management as per Scope of the work

Completion of the work/services/tasks as mentioned in the Scope of the work

The Contractor shall appoint at the Commencement of the Project one of its representatives as a coordinator who shall act as a single point of contact with the University during the conduct of the project

The University shall be responsible for the following activities during the course of the assignment:

Provide information/data/clarifications for all issues e.g. numerical return of number of student at examination centre, list of examination centre etc.

The University shall appoint at the Commencement of the Project one or two of its representatives as a coordinator who shall act as a single point of contact with the Contractor during the conduct of the Project.

(b) **FINANCIAL AND LEGAL LIABILITY**

The Contractor shall be solely responsible for any financial issues arising out of the result of this Contract. Any financial loss to University, due to faulty work as a result of this tender, shall be sole responsibility Contractor and he has to fulfil all claims arising out of this problem.

11. INDEMNITY

The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred inter alia during and after the contract period out of:

10.1 Any negligence or wrongful act or omission by the Bidder or any subcontract or third party in connection with or incidental to this contract or

10.2 Any breach of any of the terms of this contract by all Contractors or any subcontract or third party.

12. STANDARDS OF PERFORMANCE

The Contractor is liable to complete the work in accordance with the specification and approved International standard according to various laws such as Information Technology Act 2000 and related Laws, Rules and Regulations.

Name & Signature of Bidder with Seal



CHAPTER – 7

FINANCIAL TERMS

1. PAYMENT SCHEDULE

- (i) 80% Payment will be made within **30 days** against bill & testing report presented soon after the supply of answer books (with acknowledgement of Centre Superintendent) as per the scope of the work of every examination centre in good and satisfactory condition and testing report of randomly selected Answer Books supplied from authorized agency/Lab.
- (ii) 20 % payment will be made after verification of the services/reports/tasks confirming to the quality and specifications again from authorized agency/Lab.

2. PENALTY & LIQUIDITY DAMAGE

2.1 Any delay in the time schedule prescribed BY TENDERING AUTHORITY shall be made on the basis of following percentages of value of stores which the Contractor has supply-

- (a) Delay upto one fourth period of the prescribed delivery period 2 ½%
- (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period. 5%
- (c) Delay exceeding one fourth but not exceeding three fourth of the prescribed delivery period. 7½%
- (d) Delay exceeding three fourth of the prescribed delivery period. 10%
- (e) For individual error in Printing and Supply of Theory Answer Books with OMR Sheet Cover Page & Practical Answer Books etc, Rs. 100/- per mistake will be deducted extra other than (a) to (d) above.

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

2.1.2 If Contractor requests for an extension of time in completion of contractual supply on account of occurrence of any circumstances beyond control of human being, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the circumstances.

2.1.3 However, if the delay is caused due to unavoidable circumstances, then Tendering Authority reserves the right to waive off the compensation.

2.2 In case of delay beyond thirty days tendering authority will be at liberty to procure the services from any other agency at the risk and cost of the Contractor and it also will result in the forfeiture of the performance security deposit.

2.3 For any other irregularities, mistakes, etc, penalty at the discretion of Tendering Authority will be imposed

2.4 That for unsatisfactory performance owing to absence of Contractor's staff, deficiencies in services or for some other reason the tendering authority shall be within its rights to make necessary deductions for such deficiency in services. Alternatively, the tendering authority may, after giving an opportunity of being heard to the Contractor, get such deficiencies fulfilled at the cost and responsibility of the Contractor.

Name & Signature of Bidder with Seal



2.5 Where any claim for the payment of a sum of money arises, out of or under this contract against the contractor, the tendering authority shall be entitled to recover such a sum by appropriating in part or whole, from the performance security to be deposited by the contractor. In the event of the performance security being insufficient, the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this and any other persons contracting through the Registrar. Raj Rishi Bhartrihari Matsya University, Alwar, should this sum not be sufficient to recover the full amount recoverable the contractor shall pay to this office the remaining balance. For failure to deposit the amount legal action will be taken against the contractor.

3. SUSPENSION OF WORK

The Contractor shall, if ordered in writing by the tendering authority for non performance, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Contractor, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Contractor, and lasts for a period of more than 2 months, the Contractor shall have the option to request the tendering authority to terminate the Contract with mutual consent.

4. TERMINATION FOR INSOLVENCY

The Tendering Authority may at any time terminate the Contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Contractor, provided that such termination shall not prejudice or affect any right of action or remedy, which has accrued or shall accrue thereafter to the Tendering Authority.

7. TERMINATION

The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or part:-

- a) If the Contractor fails to deliver any or all of the Goods or Services within the period(s) specified in the Contract,
- b) If the Contractor fails to perform as per the Quality standards and as per the Scope of the Work
- c) If the Contractor, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in Executing the Contract.
- d) For the purpose of this clause the definition for corrupt practice and fraudulent practice shall be as per the law

Name & Signature of Bidder with Seal



The Tendering Authority may also at its sole discretion accept full or part work and also reserves the right to delete any items from the scope of the work.

The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice sent to the Contractor, without assigning any reason may terminate the Contract in whole or part, if the tendering authority satisfies that the services of the Contractor are no more required or Contractor is not executing its services properly.

If the Contractor after submission of Bid and due acceptance of the same i.e. after placement of order fails to abide by the terms and conditions of the tender document or fails to execute the work as per the prescribed schedule given or at any time repudiates the contract, the tendering authority will have the right to forfeit the EMD, invoke performance security deposited by the firm and get the work done from other Contractor at the risk and consequences of the first Contractor. The cost difference between the alternative arrangements and Contractor's bid value will be recovered from the firm along with other incidental charges including transportation, taxes, etc. in case tendering authority is forced to work done through alternative source and if the cost is lower, no benefit on this account would be passed on the Contractor.

5.5 In case of failure by the bidder to carry out the job in accordance with provisions of the contract and as per the Scope of the Work, the tendering authority will have right to cancel the contract and award it to any other Contractor and any loss sustained thereby will be recoverable from the first Contractor's

6. CONSEQUENCES OF TERMINATION

6.1 In circumstances mentioned above, the Tendering / Implementing Authority shall exercise the following steps:

- a) Ask the Contractor to leave the job and return the entire material in an "as is where is" condition, and / or.
- b) Shall forfeit the Security Deposit obtained as performance Guarantee.
- c) Shall take appropriate steps in terms of remedies for breach of contract under relevant provisions of law.

Tendering Authority reserves the right to disqualify the Contractor for a suitable period who habitually failed to supply the services in time.

Further, the Contractor whose services do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the tendering authority.

Tendering Authority reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

Name & Signature of Bidder with Seal



7. FORCE MAJEURE

7.1 The Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

7.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable.

7.3 Such events may include, but are not limited to, acts of the Tendering Authority in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

7.4 If a force Majeure situation arises, the Contractor shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority in writing, the Contractor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

8. RESOLUTION OF DISPUTES

8.1 The Tendering Authority and the Contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them in connection with the contract.

8.2 If, after thirty (30) days from the commencement of such informal negotiations, the Tendering Authority and the Contractor have been unable to resolve amicably a contract dispute, all such disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole Arbitrator to be appointed by the mutual consent. All arbitrations shall be held in Alwar.

8.3 All legal disputes are subject to the jurisdiction of Alwar courts only.

9. GOVERNING LANGUAGE

The contract shall be written in English or Hindi. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same languages.

Name & Signature of Bidder with Seal



10. APPLICABLE LAW

The contract shall be interpreted in accordance with appropriate Indian laws.

11. TAXES AND DUTIES

The Contractor shall be entirely responsible for all taxes, duties, license fees, road permits etc. No increase in the rates shall be allowed during the period of the contract.

12. NOTICES

12.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address

12.2 A notice shall be effective when delivered or on the notices effective date whichever is later. For the purposes of all notices by the Contractor to the Tendering Authority on change address if informed in writing, these shall be sent to the Tendering Authority by the Contractor at the address mentioned in the Letter of Award.

Name & Signature of Bidder with Seal

Ashish



CHAPTER - 8

TENTATIVE FORMAT OF OMR SHEET COVER OF THEORY ANSWER BOOK *

RAJ RISHI BHARTIRHARI MATSYA UNIVERSITY, ALWAR (SEE INSTRUCTIONS OVERLEAF)

20 20

Controller of Examination Seal

Name of Examination _____

Subject _____

Paper _____

Paper Code _____

Day of Exam _____

Date of Exam

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Session (Tick Mark)

Morning	Noon	Evening
---------	------	---------

Alumni Seal

RAJ RISHI BHARTIRHARI MATSYA UNIVERSITY, ALWAR

20 20

FOR REEVALUATION

Q. No.	Marks Obtained
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
TOTAL MARKS IN FIGURE	
TOTAL MARKS IN WORDS	

Sign of the Examiner with Date _____ Examiner No. _____

RAJ RISHI BHARTIRHARI MATSYA UNIVERSITY, ALWAR

20 20

FOR EVALUATION

Q. No.	Marks Obtained
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
TOTAL MARKS IN FIGURE	
TOTAL MARKS IN WORDS	

Sign of the Examiner with Date _____ Examiner No. _____

RAJ RISHI BHARTIRHARI MATSYA UNIVERSITY, ALWAR

20 20

ENR

(TO BE FILLED BY THE CANDIDATE)

Enroll on the back with Blue, Black Ball Point Pen

ENROLLMENT NO.

ROLL NO.	YEAR	NUMBER
00000000000000000000	0000	00000000000000000000

CENTRE CODE

00000000000000000000

PAPER CODE

00000000000000000000

NAME OF EXAM

DATE OF EXAM

DD/MM/YYYY

CENTRE NAME

SUBJECT

PAPER NO. WITH NOMINATIONS

Sign of the Candidate

1 _____
2 _____

Sign of Inspectors

* Subject to change

Name & Signature of Bidder with Seal

~~Signature~~ Ashish
 Signature
 Signature
 Signature



TENTATIVE FORMAT OF PRACTICAL ANSWER BOOK COVER PAGE *

Serial No. :

RAJ RISHI BHARTRIHARI MATSYA UNIVERSITY, ALWAR
Practical Answer-Book
Exam Year

Name of Exam : _____ Subject : _____
Date : _____ Candidate's Roll No. : _____
Name of Examination Centre : _____ Candidate's Enrollment No. : _____
Maximum Marks : _____

Practical Exercise	1	2	3	4	5	Viva-voce	Record	Total
Marks obtained								

Marks in words :

Signature of Examiners with date :
External Examiner
Internal Examiner

* Subject to change

Name & Signature of Bidder with Seal





CHAPTER – 9

Declaration by the Bidder regarding Qualifications

In relation to my/our Bid submitted to _____ for procurement of
_____ in response to their notice inviting

Bids No. _____ Dated _____ I/We hereby declare under section
7 of Rajasthan Transparency in Public Procurement Act 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable of the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officers, not have my/our business activities suspended and not the subject of legal proceeding for any of the forgoing 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 conduct or the making of false statements or misrepresentations as to my/our qualification to into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date

Signature of bidder

Place:

Name:

Designation:

Address

Name & Signature of Bidder with Seal

[Handwritten signatures and initials in blue ink]



CHAPTER – 10
SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

- (1) Approximately 1200000 (Twelve Lakh only) Theory Exam Answer Books with OMR Sheet Cover page and 5,00,000 (Five Lakh Only) Practical Exam Answer Books without OMR sheet cover page will be printed (number may be increase or decrease).
- (2) a) The answer books are to be delivered by the firm at various examination centre under jurisdiction of the University in two Installments as per the direction of the Controller of Examination, Raj Rishi Bhartrihari Matsya University, Alwar. Approximate number of Examination Centre where the answer books are to be delivered is about 70 (this may increase or decrease). These Examination centre are located in Alwar District of Rajasthan State in India.
- b) The Answer books may also be delivered at either University office or office of the Controller of Examination or secrecy cell or elsewhere within the jurisdiction of the University as the case may be.
- (3) The finished size of the OMR cover page will be 8½" X 10½" with 100 GSM Maplitho Paper to be procured by the Bidder himself. Certificate of Central Excise for Paper being made by Mill using virgin bamboo based pulp must be enclosed.
- (4) The size of the answer book will be 8½" X 10½" with 58 GSM "A" Grade mill cream wove paper to be procured by the Bidder himself. Certificate of Central Excise for Paper being made by Mill using virgin pulp (not recycled) must be enclosed.
- (5) a) There will be 36 pages (other than OMR Cover pages) with 20 lines in each page for Theory Answer Books.
- b) Practical Answer Book contains 12 Pages (other than cover pages) with 20 line in each page.
- (6) a) The entire answer book will be covered by a 100 GSM maplitho paper leaf on both sides of the answer book.
- b) i) Theory Exam Answer books front cover page will have two colour printing and;
ii) Whole Theory Answer book, including front OMR cover page and back page, shall be perforated vertically starting from the left lower corner of Answer book with wording "RRBMU" and;
iii) The Instructions to the examiner and the candidates will be written on the back side of the front cover pages.
- d) However, both pages of the back cover page will remain blank.

Name & Signature of Bidder with Seal



- (7) The Answer book number will be printed on the Right hand side of the top most flap A.
- (8) Cover page of the answer books shall be as per the sample enclosed (Sample is indicative and features required for the OMR sheet scanning must be incorporated in the final sample submitted by the firm).
- (9) a) The Theory Answer book along with OMR cover pages will be machine thread stitched along with the spine using good quality thread.
b) Practical Answer book will be stapled.
- (10) Bidder will be required to submit sample of the OMR based answer book along with tender/RFP/Bid to prove their technical capability to undertake the work.
- (11) All the answer books shall have pages made up of 58 GSM and 80% brightness cream wove paper with 1 inch margin line on left side. All inner pages will have specific coding comprising with University name in abbreviation/ Year of Printing/ Number of Total Printing i.e. RRBMU/2024/1200000 on theory answer books and RRBMU/2024/5,00,000 on Practical answer books and also micro text with page numbering on both type of answer books.
- (12) The cover page OMR sheet design of Answer book should be amenable for automatic dummy number printing machine.
- (13) Supply of Printed Answer Books : The successful Bidder has to supply well printed answer books of both theory and practical as under :
a) 100% of work order within the period of 30 days from the date & time of the order.
- (14) Packing of Answer Books for Supply:
a) Packing will have to be done in HDPE Bags each containing 200 Answer Books.
b) Bags should be properly marked with name of the University, type of Answer Book, Serial Number of Answer Book and Bag No.

Name & Signature of Bidder with Seal



c) Copies of receipts received from the examination Centre indicating the serial Number of Answer Books/ Bag No. must be submitted to the University.

(15) The tender price should cover all components :

- a. Cost of paper and
- b. Cost of printing and
- c. Cost of packaging and
- d. Cost of transportation of answer books within Alwar District of Rajasthan as mentioned above.
- e. All taxes levies, excise duties coteries or any legal liability to be paid to any local authority and administration.
- f. Tender price shall be F.O.R.

Name & Signature of Bidder with Seal

Ashu



CHAPTER – 11
TECHNICAL BID
(Cover-A)

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question.

1. General Profile of the Company/ Firm :

(1) Name and Address of the Company/Firm		
Telephone Nos.		
Fax		
E-Mail		
Website		
(2) Date of Incorporation		
(3) Offices situated at different locations and Head Office		
(4) Infrastructure facilities		
(5) Turn over for last three years (Audited Annual Accounts and Annual Reports) of three accounting years to be submitted	2022-23	
	2021-22	
	2020-21	
	Average of last Three Years	
(6) Executive Profile		
(7) GSTRegistration Number (Please Enclose certified copy Certificate)		
(8) GST payment Challan (Please Enclose Certified copy certificate)		
(09) PAN No. (Please Enclose Certificate)		
(10) Premises/Space available in square feet		
(12) Answer Book manufacturing capacity/ per month.		
(13) Details of EMD	Amount ...	
	DD no.	
	Date	

Name & Signature of Bidder with Seal



2. Details of experience of printing of answerer books with OMR Sheets as Cover Page
(For a period of last Three Years).

Year	S. No	Name and Address of the Client with Tel. No.	Mention the dispatch No. and date of the enclosed supply order	Nature of Job	Total Value of the Contract (In Rs.)
2022-23	1				
	2				
	3				
	4				
2021-2022	1.				
	2.				
	3.				
	4.				
2020-2021	1.				
	2.				
	3.				
	4.				

Note :

1. Separate pages may be taken to elaborate the projects undertaken.
2. For more experience beyond the aforesaid period separate page may be attached.

Name & Signature of Bidder with Seal



3. Details of Technical Infrastructure:

S.No.	Name of Equipment/ Instrument	Total No. of Equipment/Instruments available in working condition (with Model No./Technical Specification).
1.	Web Offset Machine (min. 2) Plate Making Machine	
2.	Narrow Web Offset Machine with online perforation and Numbering for OMR Sheet	
3.	Thread Stitching & Paper Cutting Machine.	
4.	OMR Scanners to check Scannability of OMR Sheets.	

4. Details of Technical man power:-

S.No.	Name	Designation	Qualification	Experience
1.				
2.				

5. Quality Certificate, If any :

S.No.	Name of the Certificate	Certified By	Years of getting Certification	Whether Certificate is valid as on date
1.				
2.				
3.				
4.				

6. Awards for products/Services, if any:

S.No.	Name of the Certificate	Certified By	Years of getting Certification	Field of Award (S/W development Consultancy etc.)

Name & Signature of Bidder with Seal

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Ashu
[Handwritten signature]

[Handwritten signature]



7	Mandatory Undertaking	<p>a) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons</p> <p>b) Not have and their directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings</p> <p>c) Not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) Comply with the code of integrity as specified in the bidding document</p> <p>2 A firm is not eligible to participate in this work Under sanction by UOR Similarly at the time of Bidding the firms black-listed/debarred in participating in any procurement process.</p>	Declaration by bidder stamp of Rupees 50/-
8	POA	General Power of attorney/Board of Directors resolution/Deed of Authority executed in favour of person(s) authorized to sign the bid Document and the contract and all correspondences/document thereof	As required.

For and on behalf of (Name of the Bidder)

Duly signed by the Authorized Signatory of the Bidder. (Name, title and address, of the authorized signatory)

Name & Signature of Bidder with Seal

Ashley



CHAPTER - 12
PROFORMA OF AGREEMENT

1. An agreement made this.....day of between
M/s.....

(hereinafter called "the approved bidder", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Raj Rishi Bhartrihari Matsya University, Alwar (herein after called "the University" which expression shall, where the context so admits, be deemed to include his successors in officer and assigns) of the other part.

2. Whereas the approved supplier/service provider has agreed with the University to Printing, Supply & Delivery of Theory Answer Books with OMR Sheet Cover Page & Practical Answer Books for Exam to various examination centre under the jurisdiction of the University as well as University Office or Office of the Controller of Examination or secrecy cell of University or elsewhere within the jurisdiction of the University. All those articles/services set forth in the Chapter 10 appended hereto in the manner set forth in the conditions of the BID and contract appended herewith in a manner as described in chapter-7 and at the rates set forth in chapter-14 of the Bid Document.

3. And whereas the approved supplier has deposited a sum of Rs.....in words
(.....)

(a) Bank Draft/Banker Cheque No.dated issued
by.....

or

(b) Bank Guarantee No.dated..... issued
by..... as performance
security.

4. Now these Presents witness:

(1) In consideration of the payment to be made by the University through REGISTRAR or COMPTROLLER at the rates set forth in the Chapter-14 hereto appended with Bid Document, in manner as described in chapter-7 appended hereto. The approved supplier will duly supply/provide the said articles/services set forth in chapter-10 thereof in the manner set forth in the conditions of the BID Document and contract.

(2) The conditions of the BID and contract for open BID enclosed to the BID notice No.E – BID ----- /2023-24 dated..... and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

(3) Letters Nos.Dated received from bidder and letters nos. Dated issued by the University as appended to this agreement shall also form part of this agreement.

(4) (a) The University hereby agrees that if the approved supplier/service provider duly supplies/provide the said articles/services in the manner aforesaid, observes and keeps the said terms and conditions, the University will through REGISTRAR or COMPTROLLER pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

Name & Signature of Bidder with Seal



(b) Whereas any penalty or liquidity ~~damage~~ imposed by the University on the approved bidder or any loss or damage which may be recovered from the approved bidder that shall be deducted from the payment to be made as above (a)

(c) The mode of Payment will be as specified below:-

1. Account Payee Cheque
2. Demand Draft
3. Electronically Transfer into Bank Account

however no payment in cash can be made in any condition or circumstances. The Charge of Demand Draft or Electronically transfer will be borne by the approved bidder.

5. The delivery of the supply and services of material shall be affected and completed within the period as mentioned in the Scope of work of BID document.

6. (1) In case of extension in the delivery period with liquidated damages of services, the recovery shall be made on the basis of following percentages of value of stores/services which the bidder has failed to supply:-

- (a) Delay upto one fourth period of the prescribed delivery period 2 ½%
- (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period. 5%
- (c) Delay exceeding one fourth but not exceeding three fourth of the prescribed delivery period. 7 ½%
- (d) Delay exceeding three fourth of the prescribed delivery period. 10%

Note:

- (i) Fraction of a day in reckoning period of delay in supplies/services shall be eliminated if it is less than half a day.
- (ii) The maximum amount of agreed liquidated damages shall be 10%
- (iii) If the supplier requires an extension of time in completion of contractual supply of services on account of occurrence of any hindrances, 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.

(2) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods/services is on account of hindrances beyond the control of the bidder.

(3) For individual error in Printing and Supply of Theory Answer Books with OMR Sheet Cover Page & Practical Answer Books etc, Rs. 100/- per mistake will be deducted extra.

7. All disputes arising out of this agreement and all questions relating to the interpretations of this agreement shall be decided by the University and the decision of the University shall be final.

In witness whereof the parties here to have set their hands on theday of 20...

Signature of the approved supplier

Signature for and on behalf of the University

Date :

Date :

Witness No. 1

1. Witness

Witness No. 2

2. Witness

Name & Signature of Bidder with Seal

[Handwritten signatures and marks in blue ink]



CHAPTER - 13

DECLARATION BY BIDDER

I/We declare that I am/we are bonafide Service Provider/ Manufacturers/ Whole Sellers/Sole distributor/Authorized dealers/sole selling/Marketing agent in the goods/stores/ equipments for which I/We have tendered.

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

Signature of the Bidder

Name & Signature of Bidder with Seal

[Handwritten signatures in blue ink]



CHAPTER – 14

FINANCIAL BID

(COVER-B)

Printing, Supply and Delivery of Theory Answer Books with OMR Sheet Cover Page & Practical Answer Books without OMR sheet cover page for exam to the various University Examination Centre & either University office or office of the Controller of Examination or secrecy cell or as where within the jurisdiction of the University.

1. Name of the Firm
2. Address of the Firm.....
3. Contact No.....
4. Email

S. N.	Description of Work (as per scope of work mentioned in chapter-10)	Security Features	Size	Rate in Rs. per thousands	
				Figures	Words
1	Printing, Supply and Delivery of Theory Answer books with 36 inner ruled pages and 20 lines in each page with OMR cover extra. (4 pages) to the University examination centres & either University office or office of the head examiner or secrecy cell. OMR Sheet Paper : 100 GSM Map litho Inner Page : 58 GSM Cream Wove paper with 80% Brightness (The Theory Answer book along with OMR cover pages will be machine thread stitched with the spine using good quality thread) (Quantity: 1200000 approx.)	1. Serial number on Part – A 2. All inner pages will have specific coding comprising with University name abbreviation/ Year of Printing/ Number of Total Printing i.e. RRBMU/2023/8,50,000 and micro text with page numbering. 3. Perforation of whole Answer Book with wording "RRBMU" at designated place.	8½" x 10½"		
2	Printing Supply and Delivery of practical Answer Books with 12 inner ruled pages and 20 lines in each page with cover page extra. (4 pages to the University examination centres & either University office or office of the head examiner or secrecy cell. Inner and Cover Page : 58 GSM Cream Wove paper with 80% Brightness (Practical Answer book will be stapled) (Paper to be procured by the Bidder himself) (Quantity : 500000 approx.)	1. Serial number on Part – A 2. All inner pages will have specific coding comprising with University name abbreviation/ Year of Printing/ Number of Total Printing i.e. RRBMU/2023/4,00,000 and micro text with page numbering.	8½" x 10½"		

1. Please quote the Schedule of rate given in the Price Bid i.e. BOQ given in the Format, Which is attached in the FINANCIAL BID of E – Tender.
2. This Annexure only for reference .

Dated :

Firm/Company Seal

Signature

Name:

Full Address

Name & Signature of Bidder with Seal

Ashish



Note :

3. All the costs should be quoted in Indian Rupees and should be fixed on lump sum basis. no escalation of cost will be allowed under any circumstances.
4. Bidder must quote for every column of the price schedule. Do not write Zero. Nil, etc in any column.
5. The Rate should be inclusive of all charges/ taxes/ levies etc.
6. University shall not pay separately any specific statutory taxes/ service charges to any authority.
7. No hidden charges will be allowed , if any
8. Rate should be written both in words and figure.
9. Quoted rates must be inclusive of all charges by way of packing forwarding incidental of transit charges including transit insurance, octoroi and any other levies or duties etc. and transportation of material up to examination centres. Rates are F.O.R.

Name & Signature of Bidder with Seal

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[Handwritten signatures in blue ink]



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 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 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 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.



SIGNATURE OF THE TENDERER WITH
FIRM'S RUBBER STAMP

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement ofin response to
their Notice Inviting Bids No.....DatedI/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 :

SIGNATURE OF THE TENDERER WITH
FIRM'S RUBBER STAMP



Annexure C: Grievance Redressal during Procurement Process

The designation and the address of the first Appellate Authority is Finance Officer Matsya University, Alwar.

The designation and the address of the first Appellate Authority is Hon'ble Vice Chancellor, Matsya University, Alwar.

(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 filed 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 filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall 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,-
 - Hear all the parties to appeal present before him; and
 - 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.

**SIGNATURE OF THE TENDERER WITH
FIRM'S RUBBER STAMP**

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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 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 **Fifty 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 **50%** 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.

**SIGNATURE OF THE TENDERER WITH
FIRM'S RUBBER STAMP**

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