



UNIVERSITY OF KOTA, KOTA

M.B.S. Marg, Near Kabir Circle, Kota

F-()/ESTATE/UOK/2017/5578

Date : 22.08 .2017

Notice inviting Bid (NIB No. 17/2017/18)

University of Kota, Kota hereby invites Bid for “**Various Minor Civil, works at University of Kota, Kota**”. The bid may be obtained from the Estate Office from 22.08.2017 to 24.08.2017 (During Office Hours) on depositing Rs. 400/- by cash/DD. Last date of submission of the bid is 25.08.2017 (10:00 AM). The bids shall be opened by the committee on 25.08.2017 at 11.00 AM in the chamber of the Comptroller. Details of the same may be seen on <http://sppp.rajasthan.gov.in>, University website WWW.uok.ac.in however, any corrigendum (if required) shall be published on the above mentioned websites/portal only.

Registrar



UNIVERSITY OF KOTA, KOTA

M.B.S. Marg, Near Kabir Circle, Kota
Phone no. 0744-2472934 Gmail I.D.- registrar@uok.ac.in

NIT NO. 17//2017-18

Date :- 22.08.2017

“Notice inviting Limited Bid”

University of Kota (UOK), Kota invites Limited Bids under Rajasthan Transparency in Public Procurement Act, 2012 & Rules, 2013 for following works from experienced, technically and financially sound & bonafied bidders fulfilling eligibility criteria described in the bid document as appended below :-

S.No.	Name of Works	Specifications/ scope of work	Estimated cost	Tender fee	Work Completion Period
1.	“Various Minor Civil, works at University of Kota, Kota”	As per G schedule enclosed	Rs. 4.38 Lakh	400.00	07 days

Important dates for downloading and submitting are as follows :-

Date and time of selling of bid documents	22.08.2017 to 24.08.2017 (During Office Hours)
Date and time of submission of bids	25.08.2017 (upto 10.00 AM)
Date and time of opening of Bids	25.08.2017 (11.00AM)

Instructions to bidder:-

1. The bid documents, terms and conditions may be seen on the website/portal [www uok.ac.in](http://www.uok.ac.in), [www Sppp.raj. nic.in](http://www.Sppp.raj.nic.in)
2. The interested bidders may submit their bids in single envelope superscribing bid for **“Various Minor Civil, works at University of Kota, Kota”**
3. In the event of the specified dates being a holiday, the activities assigned on that date may be carried out on next working day on the same time.
4. UOK, Kota is not bound to accept the lowest bid and may reject any bid or any part of the bid without assigning any reason therefore.
5. Bids received after the prescribed time and date will not be considered.
6. The bidders shall have to submit a copy of enlistment in appropriate class in government/semi government departments alongwith a copy of registration of GSTN without which the bids will not be considered,
7. Validity :- 30 days from the opening of bid.
8. In case of any query the Estate Officer may be contacted at 0744-2470880 or email at registrar@uok.ac.in
9. The successful bidder will have to deposit performance security @ 10% of the work order value or submit declaration alongwith execution of agreement in RPWA-100 (PWF&AR) on stamp paper as per provision laid down in RTPP Rules within 03 days of date of work order.



UNIVERSITY OF KOTA, KOTA

M.B.S. Marg, Near Kabir Circle, Kota

Phone no. 0744-2472934 Gmail I.D.- registrar@uok.ac.in

NIT No. 17/2017-18

PRICE BID/ "G" SCHEDULE

1.	Bid for (name of works for which the tender is submitted)	“Various Minor Civil, works at University of Kota, Kota”
2.	Name and address of the firm submitting the tender Alongwith Telephone Number and Email
3.	Addressed to Procurement Entity	Address : Registrar UOK, Kota Contact No. 0744-2472934 Email ID :- registrar@uok.ac.in
4.	NIT No. & Date	17 /2017-18 Dt 22.08.2017
5.	Estimated Cost:-	Rs. 4.38 lakh
6.	The tender fee amounting to Rs. 400.00 has been deposited vide Demand Draft Number/Receipt Number Dated In favour of Registrar UOK, Kota,	
7.	Eligibility Criteria :- Enlistment in appropriate class in government/semi government departments alongwith a copy of registration of GSTN, Copy of Pan Card Number without which the bids will not be considered	
8.	Form A, B, C & D as prescribed in Rajasthan Transparency in Public Procurement Rules, 2013 duly signed is also enclosed.	
9.	The rates should be quoted after examining the site and the Scope of work.	
10.	The rates should be quoted inclusive of Taxes as applicable.	

Note:- I have also gone through the Terms & conditions and general rules & direction carefully and agree to abide by those.

Signature of the bidder With seal

Date :

Place :



UNIVERSITY OF KOTA, KOTA

M.B.S. Marg, Near Kabir Circle, Kota

"G- SCHEDULE"

Name of work :-Various Minor Civil, Electrical, Sanitary works in University Campus such as construction of Ramp, S.S. Railing for Physical Disabled Persons Construction of Platform at Bank Building and allied works at University of Kota, Kota.

(Rates are based on PWD kota BSR-2013)

S.No.	Item	Qty.	Unit	Rate	Amount
1	Earthwork in excavation in foundation trenches or drains including dressing of sides and ramming of bottoms, lift upto 1.5 mtr. Including taking out the excavated soil and depositing and refilling of jhiri with watering and ramming and disposal of surplus excavated soil as directed within a lead of 50 mtr. All kinds of soil.	500.00	Cum	152.00	76000.00
2	Carriage of Earth, including loading and unloading, stacking etc. complete at site. (Rs. One hundred seven per cum only)	500.00	Cum	107.00	53,500.00
3	Brick masonry in super structure upto third storey with bricks of class designation 75 in: Cement mortar 1:6 (1 cement: 6 coarse sand).	30.00	Cum	3197.00	95,910.00
4	S&F CC 1:2:4 (M-15) Precast kerb on dand upto 60 cm length over 20 mm thick base of cement mortar 1:6 including jointing, earthwork, painting and jointing with cement mortar 1:4 of size. 15x40 cm(Rs Three hundred four per RM only)	180.00	RM	304.00	54,720.00
5	Plaster on new surface on walls in cement sand mortar 1:6 including racking of joint etc. complete fine finished: 20mm thick. (Rs. One hundred and five per sqm only).	350.00	Sqm	105.00	36,750.00
6	Marble stone flooring table rubbed, 18-20 mm thick over 20 mm (Av.) thick base of CM 1:4 (1 cement : 4 coarse sand) jointing with white cement mortar 1:2(1 white cement: 2 marble dust) with pigment to match the shade of the marble slab including grinding, rubbing and polishing complete, Makrana second quality plain. Above 3601 Cm 2 Slabs(Rs. Two thousand seven hundred nine per sqm only)	15.00	Sqm	2709.00	40,635.00

7	Clearing and grubbing road land including uprooting wild vegetation, grass, bushes, shrubs, saplings and trees of girth upto 300 mm, removal of stumps of such trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned, upto a lead of 1000 m including removal and disposal of top organic soil not exceeding 150 mm in thickness as per Technical Specification Clause 201. By Mechanical Means in area of thorny jungle (Rs. Thirteen thousand six hundred forty three per Hect. only)	2.50	Hect.	13643.00	34,107.50
8	Providing and fixing Staincase railing 90 cm high from nosing of made of following specifications. (a) 50 mm outer dia (2 mm thick) S.S. pipe hand rail. (b) 40 mm outer dia (2 mm thick) S.S. pipe baluster @ 1.00 Mtr. (c) 4 Nos. 20 mm S.S. pipe intermediate runners parallel to hand. (d) S.S. shoe 1.60 mm thick 75 mm outer dia at each baluster. (e) Baluster to be welded with S.S. Plate 50 mm dia (3 mm thick) anchored in C.C. block with suitable dash fastners. (f) 50 mm dia & 2 mm thick S.S. Pipe for start and end vertical ornamental posts to be provided as per direction of Engineer-in-charge. (g) The stainless steel work shall be brushed steel finish with all joints/welds properly grinded to final finish. The stainless steel shall be 304 grade and shall confirm to relevant I.S. (Rs. Three thousand seven hundred per RM only)	12.00	RM	3700.00	44,400.00
9	Extra for providing edge moulding to 18mm thick marble stone counters, ventities etc. including machine polishing to edge to give high gloss finish etc. complete as per design approved by Engineer-in-charge. Marble work. (Rs. One hundred forty three per RM only)	15.00	RM	143.00	2,145.00
G. Total					438,167.00

Say-Rs. 4,38,000/- Rupees in words (Four Lakhs Thirty Eight Thousand Only)

I/we agree of execute the above work at following rates as per enclosed terms & Condition & general rules & directions.

I/We hereby agree to execute the above mentioned work.....% above/below of G-Schedule rate.

Name and Signature of the bidder
seal

Date : Place :

APPENDIX XI (continued)

**GENERAL URLES AND DIRECTIONS
FOR THE GUIDANCE OF CONTRACTORS**

1. All works, proposed for execution by Contract, will be notified in a form of invitation to tender pasted on public places and on a board hung up in the office of and signed by the Chief Engineer or other duly authorised Engineer.

The form of invitation to tender will state the work to be carried out, as well as the date of submitting and opening of tenders and the time allowed for carrying out the work, also the amount of Earnest Money to be deposited with the tender and the amount of the '[xxxx] Security Deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawing and estimated rates/scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer shall be open for inspection by the Contractor at the office of the Chief Engineer or other duly authorised Engineer during office hours.
2. In the event of tender being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a power of Attorney, authorising him to do so. Such power of Attorney will be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate.
3. Receipts for payments, made on account of a work when executed, by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person, who submits percentage rate tender, shall fill up the usual printed form stating at how much percent above or below the rates specified in Schedule G, he is willing to undertake the work. Only one rate of percentage, more or less, on all the estimated rates/scheduled rates shall be mentioned. Tenders, wich propose any alteration in the work, specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but Contractors, who wish to tender for two or more works, shall submit a separate tender for each work. Tenders shall have the name and number of work, to which they refer, written outside the envelope.
5. The Chief Engineer or other duly authorised Engineer will open the tenders in the presence of any contractor(s) or their authorised representatives who may be present at the time, and will announce and enter the rates/amounts of all tenders in the Register of Opening of Tenders, (Form RPWA 20A). In the event of the tender being accepted, a receipt for the Earnest Money deposited shall be given to the Contractor, who shall sign copies of the specifications and other documents mentioned in Rule 1. In the

1. Deleted words "Performance Guarantee and/or" by Order No.F.204(FD)Exp-III/99 dated 25.3.2001(Circular No. 12/2001), with immediate effect.

event of a tender being rejected, the Earnest Money forwarded with such unaccepted tenders shall, be returned to the Contractor making the same.

6. The Chief Engineer or other duly authorised Engineer shall have the right of rejecting all or any of the tender without assigning any reason.
7. The receipt of an Accountant, Cashier or any other official, not authorised to receive such amount, will not be considered as an acknowledgment of payment to the Chief Engineer or other duly authorised Engineer.
8. The memorandum of work tendered for, memorandum of materials and of tools and plant to be supplied by the Department and their rates, shall be filled in and completed in the office of the Chief Engineer or duly authorised Engineer before the tender form is issued.
9. If it is found that the tender is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it would be open for the Engineer-in-charge not to consider the tender, forfeit the amount of earnest money and/or delist the contractor.
10. The tenderer shall sign a declaration under the Official Secrets Act for maintaining secrecy of the tender documents, drawings or other records connected with the work given to him in form given below. The unsuccessful tenderers shall return all the drawings given to them.

Declaration

"I/We hereby declare that I/We shall treat the tender documents, drawings and other records, connected with the work, as secret confidential documents, and shall not communicate information derived therefrom to any person other than a person to whom I/We am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the same."

11. Any percentage rate tender containing item-wise rates, and any item rate tender containing percentage rate below or above estimated/scheduled rates, will be summarily rejected. However, if a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
12. On acceptance of the tender, the name of the accredited representative(s) of the Contractor (with a photograph and signature attested), who would be responsible for taking instructions from the Engineer in charge, shall be communicated to the Engineer-in-charge.
13. Sales tax or any other tax on materials, or Income Tax in respect of the contract shall be governed by Clause 36 A, B and C and D of the Conditions of Contract. Deduction of Income Tax at source will be made as per provisions of the Income Tax Act, in force from time to time.
14. The tender to work shall not be witnessed by a Contractor or Contractors who himself, themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe the secrecy of the tenders will render tenders of the contractors, tendering as well as witnessing the tender, liable to summary rejection.

- [15. If on check, there are some discrepancies, the following procedure shall be followed:-]
- (i) Where there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate.
 - (ii) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount worked out.
 - (iii) While quoting rates, if rate/rates against any item or items are found to be omitted, the rate given in the Schedule 'G' by the department for such items will be taken into account while preparing comparative statement and contractor shall be bound to execute such item on 'G' Schedule rates.
 - (iv) In case where percentage is given but the 'above' or 'below' not scored, the tender will be non-responsive.
16. The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the rules and orders issued, thereunder, from time to time. If he fails to do so, his failure will be a breach of the contract and the original sanctioning authority in his discretion may cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of violations by him of the provisions of the Act.
17. The Contractor shall read the specifications and study the working drawings carefully before submitting the tender.
18. The site for execution of the work will be made available as soon as the work is awarded. In case, it is not possible for the Department to make the entire site available on the award of the work, the Contractor shall arrange his working programme accordingly. No claim, whatsoever, for not giving the site in full on award of the work or for giving the site gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc.
19. The tender documents show already the specific terms and conditions on which tenders are required by the Government. Hence, all tenders should be in strict conformity with the tender documents and should be fulfilled in, wherever necessary, and initialed. Incomplete tenders are liable to be rejected. The terms and conditions of the tender documents are firm, as such conditional tenders are liable to be rejected.
20. The tenderer, while submitting tender, must provide adequate information regarding his financial, technical and organisational capacity and working experience to execute the work of the nature and magnitude.
21. The Chief Engineer or other duly authorised Engineer reserves the right to ask for submission of samples as in respect of materials for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer, who is called upon to do so, does not submit within seven days of written order to do so, the Engineer-in-charge shall be at liberty to forfeit the said earnest money absolutely.

1. Substituted by Order No F.3.9(FD)Exp.53/99 dated 19. 3.2004 (Circular No. 620/E1) with immediate effect.

22. The Contractor shall submit the list of the works, which are in hand (progress), in the following form:-

Name of work	Name and particular of the Sub-Division/Division, where work is being executed	Amount of work	Position of works in progress	Remarks
1	2	3	4	5

23. The Contractor should quote his rates only in one language i.e. either in Hindi or English. Rates should be quoted in figures as well as in words. In case a Contractor has quoted rates in both the languages, and the rates so quoted differ, then the lower of the two shall be treated as the rate quoted by the Contractor.
24. All additions, deletions, corrections and over writings, must be serially numbered and attested by the Contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this scope.
25. After acceptance of the tender, the Contractor or all partners (in the case of partnership firm), will append photographs and signatures duly attested, at the time of execution of Agreement.
26. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, he shall stand debarred from participating in such retendering in addition to forfeiture of Earnest Money/Security Deposit [xxxx] and other action under agreement.
27. The tender documents shall be issued to those contractors only having valid enlistment as on the date of issue of documents.
28. (a) If a tenderer reduces the rates voluntarily after opening of the tenders/negotiations, his offer shall stand cancelled automatically, his earnest money shall be forfeited and action for debarring him from business shall be taken as per enlistment rules.
- (b) If a non-tenderer offers lower rates after opening of tenders, action for debarring him from business shall be taken as per enlistment rules.
29. Contractors shall submit only unconditional tenders. Conditional tenders are liable to be rejected summarily.

1 Deleted words "Performance Guarantee" by Order No F.214(FD)sp.11/59 dated 23.3.2001(Circular No. 13/2001) with immediate effect.

Tender for works

I/We hereby tender for the execution for the Governor of the State of Rajasthan of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates, (in figures).....% (as well as in words)..... percent below/above the amount, entered in the schedule G in all respects in accordance with the specifications, designs, drawings and instructions in writing referred to in Rule 1 in all respect in accordance with such condition so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools & plant, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Memorandum

- (a) General description of work.....
- (b) Estimated cost Rs.....
- (c) Earnest money Rs.....@ 2% for enlisted contractors outside their zone and 1/2% within their zone of enlistment.
- (d) [xxxx] Security Deposit :
- ²[i] The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. However, the amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guarantee, FDR etc. The earnest money deposited shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit.
- (ii) However, a contractor may elect to deposit full amount of 10% security deposit in the shape of bank guarantee or any acceptable form of security before or at the time of executing agreement. In that case earnest money may be refunded only after deposition of full 10% as above. However, in case during execution cost of works exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted from the Running Account Bills.]
- (iii) Bank Guarantee shall in all cases be payable at the headquarter of the Division or the nearest District Headquarters.
- (e) Time allowed for the completion of work (to be reckoned from the 10th day after the date of written order to commence the work) is _____ months. Should this tender be accepted in whole or in Part. I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto and of the Notice Inviting Tender, or in default thereof, to forfeit and pay to the Governor of Rajasthan or his successors in office, the sum of money mentioned in the said conditions.

A sum of Rs. _____ is forwarded herewith in the form of Cash, Bank Draft, Bankers Cheque as Earnest Money. This amount of earnest money shall absolutely be forfeited to the

1 Deleted words 'Performance Guarantee &' by Order No.F.2(4)/D/Exp/II/99 dated 23.3.2001/Circular No. 12/2001 with immediate effect

2 Substituted by Order No.F.2(4)/D/Exp/II/99 dated 23.3.2001/Circular No. 12/2001 with immediate effect.

Governor of Rajasthan or his successor in office without prejudice to any other right or remedies of Governor of Rajasthan or his successor in his office, should I/We fail to commence the work specified in the above memorandum '[xxxx].

Signature of Witness
Witness's address & occupation

Signature of Contractor
Address of Contractor

Date

The above tender is hereby accepted by me on behalf of the Governor of Rajasthan.

Dated the _____ Engineer-in-charge

1. Deleted "or should I/We not furnish Performance Guarantee in Cash or in form of Bank Guarantee at the time of execution of agreement, as specified in the above memorandum in accordance with Clause 3 of the said Conditions of Contract" by G.O. No. 3457 D (Exp. II) 99 dated 24.3.2001 (Circular No. 12/2001) with immediate effect.

Compliance with the code of integrity and no conflict of interest

Any person participating in a procurement process shall-

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

Conflict of Interest:-

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

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

A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to;

- a. Have Controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purpose of the bid; or
- d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision of the procuring entity the bidding process; or

- e. The Bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all Bids in which the Bidder is involved. However this does not limit the inclusion of the same subcontractor , not otherwise participating as Bidder, in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the goods, works or service that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge /consultant for the contract.

Place :

Date

Signature of the Bidder with seal

Declaration by the Bidder regarding qualifications

In relation to my/our Bid submitted to UOK for procurement of **“Various Minor Civil, works at University of Kota, Kota”** in response to their Notice Inviting Bid No.17 Dated 22.08.2017. I/We hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act , 2012, that:

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

Date:

Place:

Signature of bidder with seal

Grievance Redressal during procurement process

The designation and the address of the first appellate authority is Hon'ble V.C. UOK, Kota.

The designation and the address of second Appellate Authority is Additional Chief Secretary (Higher Education, Govt. Rajasthan)

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of appeal

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

(6) Fee for Filing Appeal

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

(7) Procedure for disposal of appeal

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

Signature of the Bidder with seal

Additional conditions of contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to vary Quantities.

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

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

As a general rule all the quantities of the subject matter of procurement shall be procured for the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and visit nature, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Signature of the Bidder with seal