



Mahila Engineering College, Ajmer

Open Competitive Bidding Document

For "Annual Maintenance Rate Contract(AMRC) for Computer Centres,
EC and EE Labs" at
Mahila Engineering College, Ajmer.

Estimated Value of Tender: 9,60,000 Rupees

Earnest Money: @ 2% =19,200/-Rupees(Online/DD/BC in favour of
"Principal, Govt. Mahila Engineering College, Ajmer" payable at "Ajmer")

Bid Fee: 1,000/-Rupees(Online/DD/BC in favour of "Principal, Govt. Mahila
Engineering College, Ajmer" payable at "Ajmer")

RISL Fee: 500/- Rupees(DD/BC in favour of "Managing Director, RISL" payable at
"Jaipur")

NIB NO. WEA2627A0001 UBN NO. WEA2627SSRC00001
TENDER ID 2026-GWEC-555177-1

Bid Publishing Date & Time : 30.04.2026, 4 PM
Bid Download /Sale Start Date & Time: 30.04.2026, 5 PM
Bid Submission Start Date & Time : 01.05.2026, 9 AM
Bid Download /Sale End Date & Time: 14.05.2026, 10 AM
Bid Submission Closing Date & Time : 14.05.2026, 10 AM
Bid Opening Date & Time : 15.05.2026, 2 PM
Pre-Bid Meeting Date & Time : 06.05.2026, 2 PM
Last date of submission of Scanned Hard Copies
as mentioned in BDS: 13.05.2026, 4 PM
Opening of Technical Bid(Online) Cover 1: 15.05.2026, 2 PM
Opening of Financial /Price Bid(Cover 2) : Qualified bidders will be informed later

Principal
Mahila Engineering College
Ajmer-305002, Rajasthan

Phono: 0145-2695535, Email: principal@gweca.ac.in

[Handwritten signatures and stamps]
GWCA/CC & IT Committee

Signature of Bidder with seal & date

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 P. A. Sabarwal

GWECA/CC & IT Committee

महिला अभियान्त्रिकी महाविद्यालय, अजमेर



(बीकानेर तकनीकी विश्वविद्यालय, बीकानेर का संघटक महाविद्यालय)

WOMEN ENGINEERING COLLEGE, AJMER

(A CONSTITUENT COLLEGE OF BIKANER TECHNICAL UNIVERSITY, BIKANER)

Nasirabad Road, Makhupura, Ajmer - 305002

website: www.gweca.ac.in

email: principal@gweca.ac.in

Ph. No.: 0145-2695535

Fax No.: 0145-2695102

Reference No. *CC.IT.Services/819*

Date: *29/4/2026*

NOTICE INVITING BID (ONLINE)

OPEN COMPETITIVE BIDDING -Annual Maintenance Rate Contract for Computer Centres, EC and EE Labs at MEC, AJMER

Tender Inviting Authority (TIA)	Principal, Mahila Engineering College Ajmer (MECA) Nasirabad Road, Makhupura, Ajmer, Rajasthan Email: principal@gweca.ac.in Tel: 01452695535, Fax 01452695102
Officer Incharge	Convener, CC & IT Committee Mahila Engineering College Ajmer Email: amitgarg@gweca.ac.in
Bidder Information	Name of the Firm: _____ _____ Address _____ _____ Contact Person(Authorized Bid Signatory) _____ Tel No. _____ Mobile No _____ Fax No. _____ Email Address _____ Website _____
Mode of bidding	Online 1. Technical Bid (Cover-1 consisting of complete bid document along with all necessary documents mentioned with Technical Bid) 2. Price Bid (Financial Bid/BOQ) (Cover 2 consisting Price Bid only) * All bids related documents will be accepted online, offline documents will not be entertained,

Handwritten signatures and initials:
A. Babbar Shah
Zm

महिला अभियान्त्रिकी महाविद्यालय, अजमेर



(बीकानेर तकनीकी विश्वविद्यालय, बीकानेर का संघटक महाविद्यालय)

WOMEN ENGINEERING COLLEGE, AJMER

(A CONSTITUENT COLLEGE OF BIKANER TECHNICAL UNIVERSITY, BIKANER)

Nasirabad Road, Makhupura, Ajmer - 305002

website: www.gweca.ac.in

email: principal@gweca.ac.in

Ph. No.: 0145-2695535

Fax No.: 0145-2695102

Reference No. *DN^o, Pg 3*.....

Date: *29/4/25*

NOTICE INVITING BID (ONLINE)

(SR FORM 14, RULE 68-GF&AR-II)

Mahila Engineering College Ajmer (MECA) invites online bids under Rajasthan Transparency in Public Procurement Act 2012 and Rules 2013 for supplying of following services from experienced, technically and financially sound and reputed bidders fulfilling eligibility criteria and terms and conditions as described in the bid document. Manual/Offline Bids shall not be accepted. The e-bids shall be submitted online on the procurement portal www.eproc.rajasthan.gov.in upto the date and time mentioned below:

Table -1

S. No	Name of Service	Specifications	Estimated Cost	Bid Security (EMD)	Bid Price Rs. (Non-Refundable)	RISL processing Fee Rs. (Non-Refundable)	Duration of Work
1	2	3	4	5	6	7	8
1	"OPEN COMPETITIVE BIDDING - Annual Maintenance Rate Contract for Computer Centres, EC and EE Labs" at Mahila Engineering College, Ajmer.	As per Bid Conditions	₹ 9,60,000/-	@ 2 % ₹ 19,200/- (Online/DD/BC)	₹ 1000/- (Online/DD/BC)	₹ 500/- (DD/BC)	01 Year*

*Period of Contract: 01 (One) Year from date of commencement of service and renewal for additional two-years (year wise) subject to satisfactory performance, if required.

Important dates for all above works: -Table- 2

S.No.	Events	Date	Time
1	Online availability of Bid Document	30.04.2026	5 PM
2	Pre-Bid Meeting	06.05.2026	2 PM
3	Last date and Time for online submission of Bids	14.05.2026	10 AM
4	Last date for submission of physical proof of Bid security, Bid Price and RISL processing fee	13.05.2026	4 PM
5	Online opening of Pre-Qualification Bid/Technical Bid	15.05.2026	2 PM
6	Online opening of Price Bids	Qualified bidders shall be informed separately	

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29/4/2026

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Section-1: Bid Data Sheet

1	Bid Title	To provide "Annual Maintenance Rate Contract for Computer Centres, EC and EE Labs" at Mahila Engineering College, Ajmer	
2	Bid Reference Number	Tender Id.	
3	Procuring Entity's address	Principal, Mahila Engineering College, Ajmer, Rajasthan, India 0145-2695535 Email: principal@gweca.ac.in	
4	Language of the Bid	English/Hindi	
5	Bid Category	Services	
6	Contract Type	Item-Wise	
7	Bid Covers	Single Stage two envelope:(दो लिफाफा): (1) Technical Bid (Upload only on Portal) and (2) Financial Bid (Only on Portal)	
8	Bid Method	e-Procurement [ONLY ONLINE BIDS SHALL BE CONSIDERED]	
9	Website for submission of tender/ bid online	https://eproc.rajasthan.gov.in	
10	Websites for downloading tender documents/corrigendum, etc.	www.gweca.ac.in, http://sppp.rajasthan.gov.in, https://eproc.rajasthan.gov.in	
11	Key Dates	Date	Time
	Publishing Date	30/4/26	4 PM
	Document Download/ Sale Start Date	30/4/26	5 PM
	Document Download/ Sale End Date	14/5/26	10 AM
	Bid Submission Start Date	01/5/26	9 AM
	Pre-Bid Meeting Date	06/5/26	2 PM
	Bid Submission Close Date	14/5/26	10 AM
	Last date for submission of Scanned copies/ Screenshots of online payment/DD/BC of Bid fee, bid processing fee(RISL) & Bid Earnest Money (EMD) in a sealed envelope along with Annexure-14 to the Principal, Mahila Engineering College, Ajmer at their office.	13/5/26	4 PM
	Technical Bid (Techno-Commercial) (Cover 1) opening Date	15/5/26	2 PM
	Financial / Price Bid Opening Date	Qualified bidders will be Informed Later	
12	Estimated Value of Tender	₹ 9,60,000/-	
13	Price of the Bidding Document	₹ 1000/- (Online/DD/BC)	
14	Bid Security Amount	₹ 19,200/- (Online/DD/BC)	
15	Processing Fee (RISL)	₹ 500/- only DD/BC which will be transferred to "Managing Director, RISL" Jaipur.	
16	Mode of Transaction and Bank Detail	All financial transactions related to the tendering process should be done through online transactions only (Net-banking/ NEFT/ RTGS/ UPI). Copy of payment proof should be submitted to the Principal, Govt. Mahila Engineering College, Ajmer at their office at the time of opening of technical bid. The bank details are as follows (A/c No.:61021449594, IFSC Code: SBIN0031105, Bank Name: State Bank of India, Bank Branch: MIE, Makhupura Ajmer)	
17	Bid Validity (for Acceptance)	90 Days from the Last date of submission of Bids	

Baker Singh

18	Period of Contract	Period of Contract: 01 (One) Year from date of commencement of service and renewal for additional two-years(year wise) subject to satisfactory performance, if required.
19	Performance Security	5% of Amount of the Supply Order / Work Order
20	Award of Contract	The contract agreement is to be executed and Performance Security is to be submitted within 15 days.
21	Redressal of Grievances during Procurement Process	
	(a) First Appellate Authority	Principal, Govt. Mahila Engineering College, Ajmer
	(b) Second Appellate Authority	Finance Comptroller, BTU, Bikaner

The College, reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons thereof.

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29/4/2026

**Principal
Govt. Mahila Engineering College Ajmer**

Salwan Singh
29/4/26
GWCECA/CC & IT Committee

Section-2: INSTRUCTIONS TO BIDDERS (ITB)
(For Packing, Marking & Submission of Bids)

1.	GENERAL
1.1	The Bidder shall submit the Bid using the appropriate Bid Submission Sheets/forms provided in the bidding document. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in ink or typed with the information requested.
1.2	The original (and all copies, if asked) of the Bid shall be typed or written in ink, properly bound, all pages shall be serially numbered and signed by the Bidder or a person duly authorized to sign on behalf of the Bidder/JV. In cases other than a sole proprietor entity, this authorization shall consist of a written confirmation as specified in the bidding documents and shall be attached to the Bid.
1.3	Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed by the person signing the Bid.
2.	BIDDING COST AND FEES
	<ul style="list-style-type: none"> • Every bidder has to pay the Bid Security (Earnest Money) in the manner and of the amount as indicated in the BDS. In case a concessional Bid Security under the provisions of Rules and the Bidding document, a proof of eligibility for the same must also be enclosed. • In case of e-Procurement, a Processing Fee in the manner and of the amount as indicated in the BDS shall also be payable. • The processing fee proof/ earnest money proof etc. must be enclosed with the bid in soft copy only.
3.	DOCUMENTS AND THE PROCEDURE FOR SUBMISSION OF BIDS IS ONLINE ONLY
4.	PROCEDURE OF SUBMISSION OF E-TENDERS IN E-PROCUREMENT PROCESS
4.1	<p>Bidders who wish to participate in this tender will have to be registered on http://eproc.rajasthan.gov.in. To participate in on-online tenders, bidders will have to procure a Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.</p> <p>Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are: Telephone No.: 1800 3070 2232, 0141-4022688, 07878007972, 07878007973, 0141-4022688(Help Desk 10.00 AM to 6.00 PM on all working days), Toll Free No.: 8002337315 email: eproc@rajasthan.gov.in. Address: e-procurement cell, RISL. Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.</p>
4.2	Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on a regular basis. Interested bidders may contact e- Procurement Cell, RISL.
4.3	Bidders are also advised to refer to the "Bidders manual" available under "Download" section on the e-procurement website for further details about the e-tendering process.
4.4	Tender shall be submitted online only through e-procurement portal of GoR i.e. www.eproc.rajasthan.gov.in .
4.5	The documents to be uploaded in Technical Bid under the Cover-1 except BOQ or "Fee/Prequel/Technical" cover are the same as shown in Table-1.

As per Balwan Singh
GWCCA/CC & IT Committee

4.6	Legible/readable scanned copies of signed & sealed (stamped) documents (as a single file in PDF format) to be uploaded under different "Description" heads by the bidders are as mentioned in the Table-1.
4.7	In case of Two -Cover bidding, the Price Bid in xls format (BOQ) must be uploaded under the "Cover 2" or "Finance" Cover.
4.8	In case of a single cover bid, the BOQ or Price bid has to be uploaded in "Cover 1" only.
5	Bidders should note that they will not be able to submit their tenders online after the specified/ scheduled date & time of submission of bid document.
5.1	All bidders are advised not to wait for the last date and submit their tender/bid at earliest. The procurement entity shall not be responsible for any interruption/technical snag in the website and No extension in deposition of Tender/bid shall be allowed unless otherwise the procurement entity extends the dates.
5.2	No physical/offline Tender/bid shall be accepted in case of e-Procurement process.
6	Those bidders who are exempted from paying EMD/Tender Fee/stamp duties or other charges from the government, must produce its proof as and when required.

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AT Baber Shah
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GWCCA/CC & IT Committee *Jan*

TABLE-1: Documents/Forms/Annexure to be enclosed with Technical Bid

1	2	3	
S. No.	Document Name (Signed & Stamped)	Online bidding	
		Hard Copy Required* (Copy of payment Proof.)	Name of "Description" Head for uploading scanned copies
1.	Bid Document fee	Yes	Scanned Copies of Various Fees*
2.	Bid Security	Yes	
3.	Document in support of concessional Bid Security/Tender Fee under rules, if applicable	Yes	
4.	Processing Fee	Yes	
5.	Bid submission sheet & General Profile of bidder (Annexure 1)	No	Bid Submission sheet and Declarations
6.	Declaration (Annexure 4)	No	
7.	Declaration by bidder (Annexure 7)	No	
8.	Undertaking towards Acceptance of Terms & Conditions (Annexure 3)	No	
9.	Declaration by Bidder (Annexure 5) or Manufacturer's Authorization (Annexure 6) as per value of Procurement (in case of Goods only)	No	
10.	Finance & Commercial Competency (Form TB-A)	No	Technical Bid Forms and Documents
11.	Scanned Copies of all documents as per Form TB-A	No	
12.	ITB, SCC and GCC	No	Other Documents

Note: - Documents marked as NO in column-2 are compulsorily required to be provided in online(PDF format).

*** In this case of e-procurement the original documents marked 'Yes' compulsorily have to be brought physically to the Procuring Entity on or before 13.05.2026, 4 P.M., in sealed cover mentioning documents for Tender of AMRC for Computer Centres, EC & EE Labs.**

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29/4/2026
Principal

Mahila Engineering College Ajmer

NP *A* *Sanj* *Jha* *Babarsud*
GWECA/CC & IT Committed

Section-3: Schedule of Supply/Service

(Specifications/ Conformance to standards, designs and drawings, etc., Installation/Commissioning, Mandatory operation & maintenance, Training, etc. (Scope of Services))

1. List of Services and Technical Specifications:

S.No.	Name of Goods/Services/ Work	Technical Description, Specifications and Standards/Scope of Work				Duration of Service																													
01	AMRC service for Computer Centres, EC and EE Labs at Mahila Engineering College Ajmer	<table border="1"> <thead> <tr> <th>Item:</th> <th>Brand and Details of Item (Desktop Computer):</th> <th>Qty</th> <th>Year</th> </tr> </thead> <tbody> <tr> <td>Item1</td> <td>Wipro Core i7 Intel (R) Core i7-2600 3.4 GHz, 320 GB HDD, 18.5" Color TFT/LCD Monitor, 2 GB RAM, DVD-R/W</td> <td>150</td> <td>2012</td> </tr> <tr> <td>Item2</td> <td>Wipro Core i5 Intel (R) Core i5, 3.2 GHz, 320 GB HDD, 18.5" Color TFT/LCD Monitor, 2 GB RAM, DVD-R/W</td> <td>60</td> <td>2012</td> </tr> <tr> <td>Item3</td> <td>Wipro Core i3 Intel (R) Core i3- 3.1 GHz, 320 GB HDD, 18.5" Color TFT/LCD Monitor, 2 GB RAM, DVD-R/W</td> <td>55</td> <td>2012</td> </tr> <tr> <td>Item4</td> <td>Wipro Pentium Core 2 Duo with 17" TFT, 2 GB RAM, 160 GB HDD</td> <td>140</td> <td>2009</td> </tr> <tr> <td colspan="4">Total Desktop Computers with Peripherals under AMRC:</td> <td></td> <td></td> </tr> <tr> <td colspan="4" style="text-align: center;">405</td> <td></td> <td></td> </tr> </tbody> </table>	Item:	Brand and Details of Item (Desktop Computer):	Qty	Year	Item1	Wipro Core i7 Intel (R) Core i7-2600 3.4 GHz, 320 GB HDD, 18.5" Color TFT/LCD Monitor, 2 GB RAM, DVD-R/W	150	2012	Item2	Wipro Core i5 Intel (R) Core i5, 3.2 GHz, 320 GB HDD, 18.5" Color TFT/LCD Monitor, 2 GB RAM, DVD-R/W	60	2012	Item3	Wipro Core i3 Intel (R) Core i3- 3.1 GHz, 320 GB HDD, 18.5" Color TFT/LCD Monitor, 2 GB RAM, DVD-R/W	55	2012	Item4	Wipro Pentium Core 2 Duo with 17" TFT, 2 GB RAM, 160 GB HDD	140	2009	Total Desktop Computers with Peripherals under AMRC:						405						01Year from date of commencement of service and renewal for additional two-years (year wise) subject to satisfactory performance, if required.
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Total Desktop Computers with Peripherals under AMRC:																																			
405																																			

Note: The Computers covered under Annual maintenance Rate Contract(AMRC) shall be taken over in their existing condition as available in the 02-Computer Centres(09 labs), 01-EE lab and 01-EC lab at MECA. Bidder are advised to visit and inspect the site to assess the actual condition of the facility before submitting their bid. For same contact System Admin Sh. Balveer Singh +919530252645.

Scope of work includes maintenance and repair

All the terms & conditions of above bid are acceptable.

A. Minimum Eligibility Criteria: The minimum eligibility to participate in technical evaluation are as follows:

- Office at Ajmer and Minimum annual turnover equal to estimated cost of Tender, with CA audited report.
- Minimum 03 Year's experience of doing similar work in government institutions (Central/State) or in reputed private educational institutions.
- Valid Regular firm & GST registration certificate at least past three financial years.

B. Technical Bid Evaluation Criteria

The technical bid evaluation committee constituted by the Mahila Engineering College will evaluate the Technical Proposals on the basis of their responsiveness to the tender terms and conditions & Form TB(A).

- Self-attested copy of each document is mandatory.
- 3 years' experience of Computer Maintenance Services operation (with valid certificates) is mandatory.
- Financial Bid shall be opened only for those bidders who satisfy Minimum Eligibility Criteria, fulfils Check list of the documents required for technical bid and satisfies Technical Bid Evaluation Criteria.

C. Detail of Experience of similar work (to be considered while Techno-commercial evaluation).Provide on the letter head.

S. No.	Name and address of the organization with name, designation and Contact Telephone / mobile No. of the Officer Concerned with mail ID	Details regarding the Contract	Value of Contract (Rs.)	Duration of Contract		Is Completion Certificate attached? (Yes / No)
				From (DD/MM/YY)	To (DD/MM/YYYY)	
1						
2						
3						
4						
5						
Additional information, if any:						

(Please attach extra sheet if required in case of more experience)

Date:

Signature of tenderer

Place

Name:

Company Seal

निविदा की उपरोक्त सभी शर्तें स्वीकार है।
हस्ताक्षर निविदादाता मय मोहर

नाम:.....

दिनांक:.....

Signature of Bidder with seal & date

Signature
Signature
 GWECA/CC & IT Committee *Signature*

(Form TB-A)

D. CHECK LIST OF THE DOCUMENTS ATTACHED WITH THE TECHNICAL BID

Please confirm the enclosure of below listed documents without which tenderer may not be eligible to participate in the tender:

S. No.	Particular	Attached (Yes/No)	Page Number (in Bid Documents)
1.	Proof of payment of EMD for an amount (2 % of Estimated amount of tender)(Compulsory)		
2.	Documentation support of contracts fulfilled in last 03 years along with their values in support of experience and financial credibility. (Compulsory)		
3.	Copy of Goods & Service Tax (GST) Registration Certificate (Compulsory)		
4.	Copy of PAN Card (Compulsory)		
5.	Copy of Registration Certificate under State / Central Labour Law Authorities/Commercial Activity License /Food and Civil Supplies Dept Certificate approved and updated. (Compulsory)		
6.	Audited Balance Sheets of last 03 Financial years with Statement of Income & Expenditure Receipt/Profit & Loss account, etc. (F.Y. - ,2022-23 ,2023-24 & 2024-25). (Compulsory)		
7.	Copy of Income Tax Returns (ITR) of last 03 years (F.Y. -2022-23 ,2023-24 & 2024-25). (Compulsory)		
8.	Signed tender document (Scanned copy) to be uploaded(Compulsory)		
9.	Financial Price bid submission sheet(Compulsory)		
10.	Attested copy of Registration certificate of business establishment issued by a competent authority.(Compulsory)		
11.	Required certificates/Licence/Documents should be complete and updated(Compulsory)		
12.	Proof of operating office at Ajmer, Rajasthan. (Compulsory)		
13.	Declaration as per Annexure 1 to 16 (Compulsory)		
14.	Other Declarations / Undertakings mentioned in Index of Tender document (Compulsory)		

Note: Bidder may provide additional documents (page numbers need to be specified)

Date:

Signature of Tenderer

Place

Name:

Company Seal

A. J. Jaiswal
Chairman
 GWECA/CC & IT Committee

12

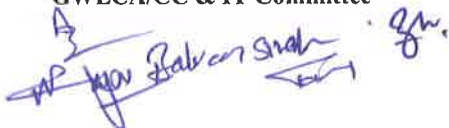
Signature of Bidder with seal & date

Section-4: Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC) (Section 5). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

SPECIAL TERMS & CONDITIONS

1. **Qualifying and Evaluation Criteria:**
Qualification Criteria: The bidder must have all the necessary techno-commercial and financial competence as judged by several criteria like working office in Ajmer(raj.), turnover, similar contracts executed in past, etc. Specific criteria to be employed in this bidding are listed in the bidding forms.
 Besides financial, commercial qualification as above, the technical suitability of services offered in view of specifications, standards, samples, etc. as provided in the Schedule of Supply and Biding document shall determine the qualification of the bidder. These details must be provided by the bidder in specific forms, if asked in the bidding forms.
Evaluation Criteria: The technically substantially responsive bids shall only be evaluated financially on the basis of the net price to the Procuring Entity. Price Bid/BOQ of the technically qualified/responsive bidders will be opened.
2. The order will be placed by the Principal, Govt. Mahila Engineering College Ajmer and the service is to be made at for Principal, Govt. Mahila Engineering College Ajmer or as specified in the work order within the area of Govt. Mahila Engineering College Ajmer. Payment will be made after satisfactory service, supply, installation, commissioning, training, etc. (as and if applicable).
3. Rates, if approved, shall remain effective up to 01 (One) Year from date of commencement of service (Can be extended for further 01+01 more years at the discretion of the procurement entity subject to satisfactory performance).
4. The entire AMC contract shall be given to a single firm and evaluation would be done on the basis of rates. Period of AMC will be from date of commencement of service to one year. The firm cannot sublet full or part of AMC to any other firm.
5. The safety of the workers deployed for these works will be full responsibility of the contractor, and child labour will not be allowed to work
6. Scope of work includes maintenance and repair.
7. The AMC firm should have experience in performing AMC work in any other Govt. Office/Department on similar type of System/Hardware.
8. If the contractor does not complete the work as conditions of the contract, the contract may be cancelled and performance security will be forfeited.
9. The AMC related work shall be carried out at GMEC Ajmer campus without disrupting existing infrastructure.
10. The cost of all the spares that are replaced or repaired will be covered under AMC including transportation and no additional cost would be paid after the AMC charges. MECA will keep replaced spare parts.
11. The approved Bidder shall be deemed to have carefully examined the conditions, specifications, size, make etc., of the equipments/computers/peripherals to be covered under AMC in computer centres. If bidder has any doubts as to the meaning of any portion of these conditions or of the specification/condition, etc., he shall, before signing the contract, refer the same to the Procuring



 [Handwritten signature and stamp]

Entity and get clarifications.

- 12. AMC Provider shall provide maintenance service from 10.00 a.m. to 5.00 p.m. (Monday through Saturday) to keep the machine in good working order. The service shall consist of preventive and corrective maintenance of the computer systems and will include supply and replacement of original/genuine parts. Response time will be no longer than 24 hrs.
- 13. Firm will have to ensure visit of qualified service engineer(s) every week for preventive maintenance and to resolve pendency if any. If required the engineer may also be called by the college on any holiday for service (with or without parts) of other computers/infrastructure available in computer centre at MECA.
- 14. AMC Provider shall record its visit and recommendations (if any) in Maintenance Register available with System Admin of the college.
- 15. Terms of Payment:
 - i. Payments will be made by the Competent Authority on quarterly basis for the recurring charges against the consolidated bill raised to the competent authority only after the completion of each quarter subject to satisfactory maintenance performance as per committed.
 - ii. Payment of taxes and other applicable Government levies will be made according to the rules and regulations as existing on the date of the payment.
 - iii. E-Payments: Bidders are required to enclose photocopy of cheque & NEFT Bank Details with tender /quotation to enable us to making payment through on line transfer.
- 16. Bidder should have a fully functional Customer Service support office at Ajmer which is operational on all working days between 10 AM to 5 PM.
- 17. When the AMC Provider is unable to provide the maintenance service within the specified period, the Mahila Engineering College Ajmer shall be entitled to get the maintenance services from elsewhere after issuing notice to the AMC Provider, but on his (i.e. AMC Provider) risk and cost. The AMC Provider shall be liable to any loss or damage which the Mahila Engineering College Ajmer may sustain by reason of such failure on the part of the AMC Provider. Recovery of such loss or damage shall be made from any sums occurring to the AMC Provider under this or any other contract with the Government. If recovery is not possible from the bill and the AMC Provider fails to pay the loss or damage within one month, the recovery shall be made under the Rajasthan Public Demands Recovery Act 1952 or any other law for the time being in force.

Date: -

Place: -

Name & Signature
of Bidder with date & seal


 GWECA/CC & IT Committee

Section-5: General Conditions of Contract (GCC)
(General Terms & Conditions of Tender)

भाग-5: अनुबंध की सामान्य शर्तें
(टेंडर की सामान्य नियम व शर्तें)

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (i) "Act" Means the Rajasthan Transparency in Public Procurement Act, 2012
- (ii) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (iii) "Contract" means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein.
- (iv) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (v) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (vi) "Day" means calendar day.
- (vii) "Delivery" means the transfer of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract.
- (viii) "GCC" mean the General Conditions of Contract
- (ix) "Goods" means all of the commodities, raw material, machinery and equipment, documents, guarantees/warranties and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- (x) "Procuring Entity" means the Entity purchasing the Goods and Related Services, as specified in the BDS.
- (xi) "Related Services" means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance, commissioning of equipment or machinery and other similar obligations of the Supplier under the Contract.
- (xii) "Rules" means the Rajasthan Transparency in Public Procurement Rules, 2013
- (xiii) "SCC" means the Special Conditions of Contract.
- (xiv) "SubVendor" means any natural person, private or government Entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (xv) "Supplier" means the natural person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (xvi) "The Site" where applicable, means the place of delivery, installation, testing/commissioning of the goods/equipment or machinery or any other place named in the Bid Document.
- (xvii) If the context so requires it, singular means plural and vice versa.
- (xviii) The term "in writing" means communicated in written form through letter, fax, e-mail etc. with proof of receipt.
- (xix) If the context so requires it, the term bidder, supplier, Vendor and service provider shall have the same meaning.
- (xx) Supply of Goods Means Supply of Goods and Completion of related services, if any.
- (xxi) If the context so requires, the terms "Goods & Related Services" and "Services"

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shall have the same meaning.

2. GENERAL

2.1 Language of Bid and Contract

2.1.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring entity, and the Contract shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

2.1.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

2.2 Cost of Bidding: 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. The cost of bidding document shall neither be refunded nor adjusted towards any subsequent bid in any case.

2.3 Code of Integrity and Conflict of Interest

2.3.1 Any person participating in the procurement process shall have to abide by the Code of Integrity and shall not have any Conflict of Interest (as defined in the Act and Rules). Every bidder shall be required to submit an undertaking as per the format given in the bidding documents to this effect.

2.3.2 The Procuring entity shall take legal action against the Supplier under Section 11(3), 46 and chapter IV of the Act, if it breaches any provisions of the Code of Integrity, or is determined to have engaged in corrupt, fraudulent, coercive or collusive practices in competing for the Contract or execution of the Contract

2.4 Eligible Bidders

2.4.1 A Bidder may be a natural person, private entity, government-owned entity or, if permitted in the Bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], Consortium or Association.

2.4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of India. In case of International Competitive Bidding or Joint Venture, Consortium or Association (where permitted), the nationality of the Bidder and all parties constituting the Bidder shall be of India or a country not declared ineligible by Government of India.

2.4.3 A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.

2.4.4 A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by, if debarred by the State Government or the Procuring entity.

2.4.5 In case a prequalification, empanelment or registration process has been conducted prior to the Bidding process, this Bidding will be open only to the pre-qualified, empanelled or registered Bidders.

2.4.6 Each Bidder shall submit only one Bid except in case of alternative bids, if permitted.

2.4.7 No Bidder who is not registered under the Sales Tax Act prevalent in the State where his business is located shall Bid. The Sales Tax Registration Number should be quoted and a GST/ Sales Tax Clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the Bid is liable to be rejected.

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2.5 Eligible Goods and Related Services

2.5.1 All Goods and Related Services to be supplied under the Contract shall have India as their country of origin or a country which has not been declared ineligible by Government of India. Bidders shall complete the country of origin declarations in the Price Schedule Forms, if so indicated.

2.5.2 If so required in the Bid Document a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorisation using the form included in the Bid document to demonstrate that it has been duly authorised by the manufacturer or producer of the Goods to supply these Goods in India.

2.6 Sale of Bidding Document

2.6.1 (i) The sale/download of the Bid Document shall be open for a period as specified in the BDS. The prospective Bidders may also download the Bidding Document from the website of the Procuring entity/ State Public Procurement Portal and pay its price while submitting the filled-up Bidding Document to the Procuring Entity or e-procurement gateway, as the case may be.

(ii) Bidding Document purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

2.6.2 The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Procuring Entity or not downloaded correctly from the Procuring entity’s website/ State Public Procurement Portal.

2.7 Clarification of Bidding Document and Pre-Bid Conference

2.7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Procuring entity in writing at the Procuring entity’s address indicated in the BDS.

2.7.2 The Bidder or his authorised representative is invited to attend the Pre-Bid Conference, if provided for in the BDS. The purpose of the Pre-Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.

2.7.3 The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the Pre-Bid Conference.

2.7.4 Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

2.8 Amendment of Bidding Document

2.8.1 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all Bidders who have obtained the Bidding Document directly from the Procuring entity. It shall also be uploaded on the websites of the Procuring entity and State Public Procurement Portal for prospective bidders to download.

2.9 **Alternative Bids:** Unless otherwise specified in the BDS, alternative Bids shall not be considered.

3. PREPARATION OF BIDS

3.1 Documents Establishing the Eligibility of the Bidder

3.1.1 To establish their eligibility in accordance with GCC Clause [Eligible Bidders], Bidders shall submit documents as asked in appropriate bid submission sheets (BSS).

3.2 Documents Establishing the Qualifications of the Bidder

3.2.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the documentary evidence indicated for each qualification criteria specified under Evaluation and Qualification Criteria in the Bidding Document.

3.3 Documents, Samples, Tests & Trials Establishing the Conformity of the Goods and Related Services to the Bidding Document

3.3.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence as asked in the technical Bid submission form (specifications, designs and drawings and conformance to BIS or other acceptable codes) and where asked for, supply samples, demonstrates trials or carry out tests as specified in Section [Schedule of Supply] and any amendment thereof issued. If indicated, a duly signed statement of deviations and exceptions to the provisions of the Section [Schedule of Supply] should be given by the bidder.

3.3.2 Bids for articles, if any, specified in Section [Schedule of Supply] shall be accompanied by two sets of samples of the articles bid, where asked for, properly packed and marked with Name & address of the bidder, Bid Reference No. and the Name of item.

3.3.3 The Procuring entity may retain the approved samples till the completion of all supplies to ensure that the supply conforms to the approved samples.

3.3.4 The Procuring entity will not be responsible for any damage, wear and tear, or loss during testing, examination, etc. during the period these approved or unapproved samples are retained. Approved/unapproved samples shall be collected by the Bidders at his own cost. The uncollected samples shall be forfeited and no claim for their cost, etc. shall be entertained.

3.4 Period of Validity of Bids

3.4.1 Bids shall remain valid for the period specified in the BDS or Bidding documents after the Bid submission deadline date as specified by the Procuring entity. A Bid valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

3.4.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

3.5 Currencies of Bid.

3.5.1 The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees unless otherwise specified in BDS in case of International Competitive Bidding (ICB). All payments shall be made in Indian Rupees only, unless otherwise specified in the BDS.

3.5.2 If equipment is imported, the Procuring entity may open L.C. in favour of the Principal but all the other formalities relating to import (clearing, etc.) are to be completed by the successful bidder at his cost. The bidder can avail facilities against our Excise/Custom Exemption certificate. The bidder should have Custom Bonded Warehouse facilities.

3.6 Bid Prices And Discounts

3.6.1 All items in the Schedule of Supply must be specified/ listed and priced separately in the Price Schedules. If a Price Schedule shows items specified / listed but not priced, these may be marked as Not Quoted.

The rate quoted should be inclusive of all requisite accessories. The details of accessories are to be clearly mentioned in bid document by the bidder. The rates of optional accessories if any be quoted separately.

3.6.2 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.

3.6.3 The Bidder shall quote separately any unconditional discounts, only if permitted

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explicitly in BDS, and show the methodology for their application in the Financial Bid Submission Sheet.

- 3.6.4 Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 3.6.5 All rates quoted must be for destination and should include all incidental charges except Central/ Rajasthan Sales Tax/ GST, Entry Tax, which should be shown separately. No cartage or transportation charges will be paid by Procuring entity and the delivery (including unloading and stacking etc.) of the Goods shall be given at the designated premises of the Procuring entity.

4. **BID SECURITY [Online Only]**

- 4.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in original form and in the amount and currency specified in the Bidding documents.
- 4.2 Bid Security shall be 2% of the estimated value of subject matter of procurement put to bid or as specified by the State Government. In case of Small-Scale Industries of Rajasthan, it shall be 0.5% of the value of the quantity offered for supply and in case of Sick Industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the estimated value of Bid. Concession Bid Security shall be applicable for certain category of bidders as the rules in force.
- 4.3 The Bid Security may be given in the form of cash, a banker's cheque or bank demand draft or bank guarantee, in specified format, of a Scheduled Bank in India. The bid security instrument (BC/DD) must be in the name of the Procurement entity as indicated in the BDS [Online Only].
- 4.4 In lieu of Bid Security, a Bid Securing Declaration shall be taken from Departments/Bodies of the State/Central Government as per Rules. For the Bid Securing Declaration, the Bidder shall use the form included in Section [Bidding Forms & Annexure].
- 4.5 Bid Security instrument or cash receipt of Bid Security or a Bid securing declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected. Request for adjustment of bid security deposited in earlier bids or deduction from the bills shall not be entertained. Bid Security shall not earn any interest.
- 4.6 The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:
- i. When the Bidder withdraws or modifies his Bid after opening of Bids; or
 - ii. When the Bidder does not execute the agreement within the specified time after issue of letter of acceptance/ placement of supply order; or
 - iii. When the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
 - iv. When the Bidder does not deposit the Performance Security in the specified time period after the supply / work order is placed;
 - v. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act, Chapter VI of the Rules and the Bid Document; or
 - vi. If the Bidder does not accept the correction of its Bid.

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5. OPENING, EVALUATION AND COMPARISON OF BIDS

5.1 Opening of Bids

5.1.1 The Bids shall be opened on the date, time and place specified in the BDS by the Bids opening committee in the presence of the Bidders or their authorised representatives who choose to be present.

The bidder or his authorized representative, should come prepared for technical presentation and demonstration on the date of opening of the bid and may be required to stay the next day also.

5.1.2 If electronic Bidding is adopted, specific electronic Bids opening procedure as specified on the State Public Procurement Portal shall be followed. The Bidders should be present in the electronic Bid opening procedure at Govt. Mahila Engineering College, Ajmer.

5.1.3 If the date of opening of financial bids needs to be extended to enable evaluation of a large number of technical bids received, the changed date and time shall be communicated through the website of the Procuring entity. It shall also be communicated telephonically only to the bidders who attended the technical bid.

5.1.4 In case the date of opening of bids happens to be a holiday, then the bids shall be opened on the next working day.

5.2 Evaluation of Responsiveness of Technical Bids

5.2.1 The Procuring entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of Section [Schedule of Supply] have been met without any material deviation or reservation.

5.2.2 The Procuring entity shall also examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

5.3 Correction of Arithmetical Errors in Financial Bid

5.3.1 Provided that a Financial Bid is substantially responsive, the 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.

5.3.2 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 Declaration shall be executed.

5.4 Price and/ or Purchase Preference

5.4.1 Price and/ or Purchase Preference, if applicable, shall be given in accordance with the policy of the State Government notified / prevalent at the time of issue of NIT/NIB.

5.5 Evaluation of Financial Bids

5.5.1 Unless otherwise specified in BDS, the evaluation of the total Price of a Bid shall be the price of delivering the Goods and Related Services at the site(s) or place(s) of delivery specified in Bidding documents, including all taxes and duties payable on them, insurance, transport, loading, unloading, erecting, stacking, testing, commissioning, etc. The Procuring Entity shall make its own estimates of these costs, if the same has not been included or mentioned clearly by the bidder.

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- 5.5.2 The Procuring Entity will make its own assessment of the cost of all quantifiable minor deviations or deficiencies from the technical requirements or any nonmaterial nonconformities and minor omissions for the purpose of ensuring fair comparison of Bids.
- 5.5.3
 - i. In comparing the rates quoted by firms from outside Rajasthan and those in Rajasthan but not entitled to Price Preference, the element of Rajasthan GST shall be excluded whereas that of Central Sales Tax shall be included for comparison of rates.
 - ii. While comparing the rates in respect of firms within Rajasthan the element of Rajasthan Sales Tax / GST shall be included.
- 5.5.4 The comparative chart of prices generated by the e-procurement portal for online e-procurement, if any, shall only be for reference purpose. It is clarified that the ranking of bidders as L-1 will be determined on the basis of a comparative chart generated by the Procuring Entity in accordance with the terms and conditions of the bid and the Rules.

6 Post qualification of the Bidder

- 6.1 The Procuring Entity shall determine to its satisfaction that the Bidder that is selected as the L1 Bidder is qualified to perform the Contract satisfactorily. During Financial Bid, if there is a tie between two bidders then, it will be resolved by the criterion of firstly the turnover and secondly Women Applicant.

7 PROCURING ENTITY’S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS

- 7.1 The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.

8. ACCEPTANCE OF THE SUCCESSFUL BID AND AWARD OF CONTRACT

- 8.1 The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid and shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
- 8.2 If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.

9 SIGNING OF CONTRACT

- 9.1 In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period specified in the BDS or where the period is not specified in the BDS, then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.
- 9.2 If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration, as the case may be, within the specified time period, the Procuring Entity shall take action against the successful Bidder as per the provisions of the Act and the

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Rules. The Procuring Entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance on the rates of lowest Bidder to the next lowest responsive Bidder.

10 PROCURING ENTITY'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

10.1 At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Documents may be increased or decreased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

10.2 If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document or postpones the procurement to any later date and/or withdraws in part due to change in circumstances or for any other reason(s), the Bidder shall not be entitled for any claim or compensation whatsoever against the Procuring Entity except otherwise provided in the Conditions of Contract. The Procuring Entity's decision in this regard shall be final and binding on the Vendor.

11. DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDER AT THE TIME OF AWARD

11.1 As a general rule all the quantities of the subject matter of procurement shall be procured from 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 (L1/L2 as applicable in this bid).

12. INTERPRETATION OF CONTRACT

12.1 **Contract Documents:** Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, supplementary, and mutually explanatory.

12.2 **Entire Agreement:** The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

12.3 **Amendment:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.

12.4 Non-waiver

(i) Subject to GCC Sub-Clause (ii) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(ii) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

12.5 **Severability:** If any provision or condition of the Contract is prohibited or rendered

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for Balkar Shah
[Signature]

invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

12.6 **Governing Law:** The Contract shall be governed by and interpreted in accordance with the laws of India and the State of Rajasthan/Ajmer District.

12.7 **Assignment:** Neither the Procuring Entity nor the Supplier shall assign, in whole nor in part, their obligations under this Contract, except with prior written consent of the other party with recorded reasons. Such assignment shall not relieve the Supplier or the Procuring Entity of their respective obligations under the Contract.

12.8 **Subcontracting**

12.8.1 The Supplier shall not sublet or assign the Contract or its any part to anyone without the prior written approval of the Procuring Entity. The Supplier shall notify the Procuring Entity in writing of all subcontracts to be awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. The capability details of such sub Vendors shall be provided to the Procuring Entity who shall evaluate and take a decision as to whether approve it or not, it if not initially approved during the evaluation of the bid.

12.8.2 Sub Vendors, if permitted, shall comply with all the provisions of the contract.

13. **JOINT VENTURE, CONSORTIUM OR ASSOCIATION AND CHANGES IN THE CONSTITUTION OF THE SUPPLIER**

13.1 If the Supplier is a Joint Venture, Consortium, or Association all the parties shall sign the Contract except in case of the Joint Venture, Consortium or Association is a registered Firm or Company. All the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one party to act as a lead partner with authority to bind and represent the Joint Venture, Consortium, or Association.

13.2 The structure/composition or the constitution of the Supplier as a firm, joint Venture, Consortium, or Association shall not be altered without the prior consent of the Procuring Entity.

Any change in the structure/ constitution of the firm, etc., shall be notified forthwith by the Bidder in writing to the Procuring Entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

The status of the lead partner/ representative of the Joint Venture, Consortium or Association as a major stake holder shall not change without the consent of the Procuring Entity. Any new major stake holder must agree to abide by all terms and conditions of the contract.

No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procuring Entity a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract.

14. **SCOPE OF SUPPLY**

14.1 The Goods and Related Services (or Services) to be supplied shall be as specified in Section [*Schedule of Supply/Services*].

14.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include, at the supplier's cost, all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly

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mentioned in the Contract.

15. **SUPPLIER'S RESPONSIBILITIES**

15.1 The Supplier shall supply all the Goods and Related Services/Services included in the Scope of Supply in accordance with the provisions of the Contract.

16 **DELIVERY & COMPLETION SCHEDULES**

16.1 The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Bidding Documents or as finally approved in Approval order.

17. **EXTENSIONS OF TIME**

17.1 If at any time during performance of the Contract, the Supplier or its SubVendors should encounter conditions impeding timely delivery of the Goods/Service pursuant to GCC Clause [Delivery & Completion Schedules], the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages depending on the nature of causes of delay, by issuing an amendment of the Contract.

17.2 Except in case of Force Majeure, as provided under relevant GCC Clause, or reasons beyond the control of the Supplier under relevant GCC Clause, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause [Liquidated Damages].

18. **INDEMNITY, PATENT AND COPYRIGHT**

18.1 The Supplier shall indemnify and hold harmless the Procuring Entity and its employees, officers, authorised agents, Officer-in-Charge and its successors from and against any and all liability, suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of supply of goods/service by the Vendor or any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of supply of Goods to and use by the Procuring Entity. Provided that such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract.

18.2 Vendor further agrees at his cost to defend, indemnify and hold the Procuring Entity harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local authorities, etc. or any other civil or criminal court, tribunals by reason of any violation by Vendor or his sub-Vendor/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the Procuring Entity arising under or out of or by reasons whatsoever by Goods/Services/work provided for by this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasi-judicial tribunal.

18.3 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in above Sub-Clauses, the Supplier shall at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

18.4 If the Supplier fails to conduct any such proceedings or claim, then the Procuring Entity shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become

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payable by the Procuring Entity and any cost, expense, etc. that may be incurred by the Procuring Entity in this behalf, shall also be recoverable from the Vendor.

18.5 All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Procuring Entity without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

19. DAMAGE TO PROPERTY

19.1 The Vendor including his sub-Vendor(s), if any, shall be responsible for making good at his cost to the satisfaction of the Procuring Entity any loss or any Procuring Entity or its employees/students, if such losses or damages is due to fault and/or negligence or wilful acts, omission, and/or any other reason whatsoever of the Vendor and/or his sub-Vendor/s, their employees, agents, representative etc.

20. CONFIDENTIAL INFORMATION

20.1 In addition to the requirements of the provisions of Section 49 of the Act and Rule 77 of the Rules regarding Confidentiality, the Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its SubVendor such documents, data, and other information it receives from the Procuring Entity to the extent required for the SubVendor to perform its work under the Contract, in which event the Supplier shall obtain from such SubVendor an undertaking of confidentiality similar to that imposed on the Supplier under this Clause.

However, in case of electronic data or information, the Procuring Entity may not hold such responsibility for access to data on line by any third party.

20.2 The obligation of a party under GCC Sub-Clause(s)above, however, shall not apply to information that:

- (a) the Procuring Entity needs to share with the Government or; now or hereafter enters the public domain through no fault of the Procuring Entity;
- (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.3 The provisions of this shall survive completion or termination, for whatever reason, of the Contract.

21. CONTRACT PRICE AND PAYMENTS

21.1 Contract Price

21.1.1 The Contract Price shall be as specified in the Agreement or Approval subject to any additions and adjustments there to, or deductions therefore, as may be made pursuant to the Contract.

21.1.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments, if approved.



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21.2 Terms of Payment

- 21.2.1 The terms of payment of the Contract Price shall be as specified in the Approval orders/ Agreement.
- 21.2.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted upon fulfilment of all the obligations stipulated in the Contract. All remittance charges shall be borne by the Supplier.
- 21.2.3 The currency in which payments shall be made to the Supplier under this Contract shall be Indian Rupees unless otherwise specified in the SCC.
- 21.2.4 In case of disputed items, 10 to 25% of the amount of the price of such items may be withheld and will be paid on settlement of the dispute.
- 21.2.5 Payment in case of those Goods which need trials or testing/inspection as specified in Section [Schedule of Supply] shall be made only when such trials or tests have been carried out and trials or test/inspection results received conforming to the prescribed specifications.
- 21.2.6 Advance Payment will not be made except in rare and special cases and as provided for in the Contract. In case of advance payment being made, it shall be to the extent and on conditions, interest at the prevailing bank rates and against a confirmed bank guarantee for 100% of the advance as provided in the SCC. The amount of advance shall be used exclusively for supplies against the Contract. If advance payment is to be made after despatch of Goods by the Supplier, it will be made after presenting the proof of dispatch through the bank and prior inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection note given to the Supplier.

21.3 Taxes and Duties

- 21.3.1 For Goods supplied from outside India or within India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed/ incurred until delivery of the contracted Goods at site to the Procuring Entity outside India.

22. Change Orders and Contract Amendments

- 22.1 The Procuring Entity may at any time order the Supplier through Notice to make changes, within the general scope of the of the Contract in any one or more of the following:
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and The Related Services to be provided by the Supplier.
- 22.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall have to be made by the supplier
- 22.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 22.4 Additional quantity (up to 50% or as provided in the Rules) may be procured by placing a repeat order on the rates and conditions of the original order. If the Supplier fails to do so, the performance security may be forfeited and the supplier be banned.

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The Procuring Entity shall also be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

23. PERFORMANCE SECURITY

- 23.1 The Supplier shall, within fifteen (15) days or a different period, if specified in SCC, of the Notification of Award, sign the Contract Agreement and provide a Performance Security or, where applicable, a Performance Security Declaration for the due performance of the Contract. The Performance Security Declaration shall be taken from the Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of the Central Government. The State Government may relax the provision of Performance Security in particular procurement.
- 23.2 The amount of Performance Security shall be five percent, or as specified in the BDS, of the amount of the supply order. In case of Small Scale Industries of Rajasthan, it shall be one percent of the amount of quantity ordered for supply of Goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order. The currency of Performance Security shall be Indian Rupees, if otherwise not specified in BDS.
- 23.3 Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and operation and/ or maintenance and defect liability period, if any.
- 23.4 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract within the specified time period shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder at the rates of the lowest bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
- 23.5 The Performance Security shall be denominated in the currency of the Contract and shall be in one of the following forms:
 - (i) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or
 - (ii) National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or
 - (iii) Bank guarantee. It shall be of a scheduled Bank in India in prescribed or other acceptable format or from another Issuer acceptable to the Procuring Entity. The bank guarantee shall be got verified from the issuing bank and confirmer, if any; or
 - (iv) Fixed Deposit Receipt (FDR) of a Scheduled Bank. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

Provided further that the Procuring Entity may instead deduct the performance security amount from the payment of the supplier to be returned after completion of all contractual obligations of the supplier.

- 23.6 The proceeds of the Performance Security shall be forfeited and shall be payable as

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compensation to the Procuring Entity on happening of any of the events mentioned below:

- (i) when the Supplier does not sign the Agreement in accordance with the Clause [Signing of Contract] within the specified time; after issue of letter of acceptance/ placement of supply order within the specified period; or
- (ii) when the Supplier fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
- (iii) when Supplier fails to make complete supply of the Goods or Related Services satisfactorily within the time specified; or
- (iv) When any terms and conditions of the Contract is breached; or
- (v) if the Supplier breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and as specified in the Bid Document.

Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.

24. FORCE MAJEURE

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

24.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause and effects thereof.
Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.

25. PROVISIONS APPLICABLE ONLY FOR SUPPLY OF GOODS AND RELATED SERVICES

25.1 Packing, Insurance and Transportation

25.1.1 All Goods must be sent freight paid through Railways or Goods transport. If Goods are sent freight to pay, the freight together with departmental charge of 5% of the freight will be recovered from the Supplier's bill. R.R. should be sent under registered cover. In case advance payment is to be made, the RR shall be sent through Bank only.

25.1.2 In the event of any loss, damage, breakage or leakage or any shortage due to inadequate packing, the Supplier shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.

25.1.3 Unless otherwise specified in the approval order, the insurance charges will be borne by the supplier and the Procuring Entity will not be required to pay such charges, if incurred.

25.1.4 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the conditions and Inco terms specified in the Bidding Documents.

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25.1.5 The Goods shall be supplied for locations specified in Bidding Documents. All transportation charges, local taxes, etc. shall be borne by the Supplier.

25.2 Inspections, Tests and Trials

25.2.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests, and/or trials and/or inspections of the Goods and Related Services as are specified in Section [Schedule of Supply]. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.

25.2.2 The Procuring Entity or its designated representatives shall be entitled to attend the tests, and/or inspections and/ or trials referred to in these Clauses, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance, like travelling and boarding and lodging expenses. The Supplier shall provide all reasonable facilities and assistance, including access to specification codes, designs, drawings and production data at no charge to the Procuring Entity.

25.2.3 The Procuring Entity may require the Supplier to carry out any test and/or trials and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards and samples supplied with the Bid under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or trials and/or inspection shall be added to the Contract Price. Further, if such test and/or trials and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

25.2.4 The Procuring Entity may reject any Goods or any part thereof that are received but fail to pass any test and/or trials and/or inspection or do not conform to the specifications and samples supplied with the Bid, if any. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications and samples supplied with the Bid if any, at no cost to the Procuring Entity, and shall repeat the test and/or trials and/or inspection, at no cost to the Procuring Entity.

If, however, due to exigencies of Procuring Entity's work, such replacement either in whole or in part, is not considered feasible, the Procuring Entity after giving an opportunity to the Bidder of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates and accept the supply. The deduction so made shall be final.

25.2.5 The Supplier agrees that neither the execution of a test and/or trials and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to such test and/or trials and/or inspection, shall release the Supplier from any warranties or other obligations under the Contract.

25.3 SPECIFICATIONS AND STANDARDS

25.3.1 The Goods and Related Services supplied under this Contract shall conform to the Specifications, Standards. Drawings mentioned in the Section [Schedule of Supply] and shall bear such marks. When no applicable standard is mentioned, the Goods and Related Services supplied shall be of the best quality and the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods. In no case such standards shall be inferior to the

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relevant updated BIS or international standards.

- 25.3.2 Equipment/implements which are governed by Dangerous Machinery Regulations Act should be necessarily 'ISI' marked (attach certificate with the Bid) and for other equipment 'ISI.' Quality certification is desirable.
- 25.3.3 The supply of articles for which the requirement of samples has been indicated in the Schedule of Supply, shall in addition, conform strictly to the approved samples. The decision of the Procuring Entity whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the Supplier.

25.4 LIQUIDATED DAMAGES

- 25.4.1 Subject to provisions of GCC Clause 25 [Force Majeure] and 18 [Extension of Time], if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Procuring Entity shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages on the basis of following percentages of value of Goods and/ or Related Service which the Supplier has failed to supply or complete:-

No.	Condition	LD %
a.	Delay up to one fourth period of the specified period of delivery, successful installation and completion of subject matter of procurement.	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the specified period of delivery, successful installation and completion of subject matter of procurement.	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the specified period of delivery, successful installation and completion of subject matter of procurement.	7.5 %
d.	Delay exceeding three fourth of the specified period of delivery, successful installation and completion of subject matter of procurement.	10.0 %

Fractions of a day in the reckoning period of delay in supplies, successful installation and completion of work shall be eliminated if it is less than half a day.

The value of Goods and/ or Related Services not received in specified time should be calculated carefully. The method of calculation for contracts which include multiple items of supply/ service in case individual value of each item is not taken in the Bid should be generally given in the SCC.

For turnkey projects in which cost of individual items is not known also, the total value of the turnkey project shall become the basis for imposing LD (if due) if apportionment formula is not given in the SCC.

The maximum amount of liquidated damages shall be 10%. Once the maximum is reached, the Procuring Entity may terminate the Contract.

- 25.4.2 Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the Supplier along with amount of liquidated damages shall be recovered from his dues and Performance Security available with the Procuring Entity. In case balance of recovery is not possible, recourse will be taken under Rajasthan Public Demand Recovery Act or any other law in force.

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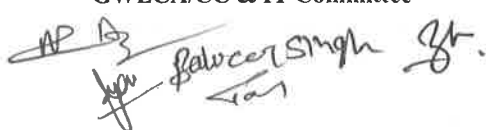
25.5 WARRANTY

- 25.5.1 The Supplier should warrant that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The Supplier should further warrant that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use
- 25.5.2 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after supply of the Goods and completion the Related Services have been accepted at the final destination indicated in the SCC, or in case of Goods being imported after the placement of Supply Order, for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
However, if the warranty provided by the manufacturer is for a longer period the same shall apply.
- 25.5.3 The Supplier shall within thirty (30) days, or within a different period if specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 25.5.4 In case of machinery and equipment also, guarantee will be given as mentioned in sub-clause 3 above and the Supplier shall during the guarantee period replace the parts / whole if any and remove any manufacturing defect if found during the above period so as to make machinery and equipment operative. The Supplier shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect, malfunctioning, etc.
- 25.5.5 In case of machinery and equipment specified by the Procuring Entity the Supplier shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed at the time of entering into the contract. The Supplier shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise.
In case of change of model he will give sufficient notice to the Procuring Entity who may like to purchase spare parts from them to maintain the machinery and equipment in perfect condition.
- 25.5.6 If having been notified, the Supplier fails to remedy the defect within the period specified; the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

26. PROVISIONS RELATED ONLY TO SUPPLY OF WORK/SERVICES CONTRACT

26.1 Vendor to be Liable for All Payment to His Employees

- 26.1.1 All persons engaged or deployed by the Vendor in connection with the providing of services under the contract shall be deemed as his employees for purposes of payment/remuneration to them and no claim shall lie against the Procuring Entity in respect of delay, deduction and non-payment of wages and/or remuneration/compensation by the Vendor to them.
- 26.1.2 The Vendor shall be liable for payment of all wages and other benefits, such as leave with wages, employer's contribution for Provident Fund, ESI contribution, etc., to the persons engaged by him for rendering the services as per the statutory requirements as in force or as may be applicable from time to time during the currency of the contract.
- 26.1.3 The Vendor shall be liable for payment of the minimum wages rates as per the



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notification issued from time to time by the Office of Chief Labour commissioner (C), Ministry of Labour & Employment, Govt. of India, New Delhi.

- 26.1.4 The Vendor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.
- 26.1.5 The Procuring Entity shall not pay any additional amount on any such account. The only remuneration payable to the Vendor by the Procuring Entity will be on the basis of accepted rates and services/work executed thereof.

26.2 Provident Fund and Employees State Insurance

- 26.2.1 The Vendor shall be wholly responsible for complying with the fulfilment of the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act including subsequent amendments & notifications as applicable, in respect of the employees engaged by him for the services.
- 26.2.2 The Vendor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and also under the Employees State Insurance Act. Bidder is required to submit the copy of the PF Registration Number received from RPFC office and the ESI Registration Number before starting the work, failing which the contract is liable to be terminated.
- 26.2.3 Each bill must be submitted along with the name of the labour/employee deployed for the Services, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan for the amount deposited in RPFC office/Trust till previous month, failing which the payment for bill submitted by the Vendor may be withheld.

26.3 Statutory Obligations and Compliance in Respect of Various Acts

- 26.3.1 The Vendor shall be responsible for the payment of any and all contributions, duties, levies and taxes including service tax, payable at present to the Central or State Government authorities, for providing the services under the contract.
The Vendor, at his own cost, shall be responsible for full compliance with all obligations and restrictions imposed by all applicable rules, laws, bye-laws, regulations and requirements of Central, State, Municipal and local authorities concerning employer-employee relationships of his employees. The Vendor further agrees to comply and to secure the compliance of the same by all his sub-Vendor/s, if any.
- 26.3.2 It will be the sole responsibility of the Vendor to ensure all sorts of payments to his workers and maintain, at his own cost, such registers and documents, and submit such return as are required under the various rules, laws, regulations, statutes, etc. of any government authority for production of the same before the Procuring Entity and/or other Statutory Authorities prescribed in this behalf, as and when required. Any default by the Vendor in this respect will render the Vendor liable to payment of necessary compensation/penalty, as deemed fit by the Procuring Entity. In case of any penalty on the Procuring Entity on these grounds, the Procuring Entity reserves the right to deduct necessary amount from the Vendor's bills towards such payments without prejudice to the rights & remedies of the Procuring Entity.
- 26.3.3 The Vendor should obtain all requisite licenses from various government departments/agencies, as may be required, as early as possible on award of contract and preferably prior to commencement of contract so as to avoid any breach of law.


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26.4 Vendor's Subordinate Staff and Their Conduct

- 26.4.1 The Vendor shall have the sole and exclusive responsibility for execution & supervision of the Services by sufficient and qualified staff with his/their best skill, attention and supervision to the satisfaction of the Officer-in-Charge in such a manner as will ensure Service of the best quality and expeditious working. Whenever in the opinion of the Officer-in-Charge additional and sufficiently qualified staff is considered necessary, they shall be employed by the Vendor without additional charge on account thereof.
- 26.4.2 Whenever any of the Vendor's agents, sub-agents or other employees shall in the opinion of the Officer-in-Charge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Procuring Entity and/or the Officer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be assigned for providing the services, the Vendor, if so directed by the Officer-in-Charge, shall at once remove such person or persons from duty. Any person or persons so removed shall be immediately replaced at the expenses of the Vendor by a qualified and competent substitute. Should the Vendor be requested to repatriate any person removed from the assignment of providing the services, he shall do so and shall bear all costs/compensation in connection therewith.
- 26.4.3 The Vendor shall be responsible for the proper conduct and behaviour of all the staff and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Vendor shall be bound to prohibit and prevent any of its employees from acting in any way detrimental or prejudicial to the interest of the Procuring Entity or Staff or students community or trespassing the rooms or offices of the students or its employees, except when it is required for their discharge of duties, and in the event of such employee so trespassing, the Vendor shall be responsible thereof and relieve the Procuring Entity of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

27. Compensation and Liability

- 27.1.1 The Procuring Entity shall not be liable for or in respect of any damages or compensation payable as per any Act or Law in respect of or in consequence of any death or injury resulting naturally or by accident to any person in the employment of the Vendor or any of his sub Vendor or third party etc. and the Vendor shall indemnify and keep indemnified the Procuring Entity against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

27.2 Penalty for Delayed Start of Work/Services And/ Or Deficient/ Unsatisfactory Services

- 27.2.1 In case the Vendor fails to commence the work of providing services within one week from the date of issuance of LOA/LOI, the Procuring Entity shall recover a pre-determined and agreed compensation @1% (one percent) of the total value on weekly basis from the Vendor if the delay is on account of Vendor. In the event of the delay exceeding 2 weeks, then the other provisions including termination of contract, forfeiture of bid security/performance security, and withdrawal of LOA/Contract shall apply at the sole discretion of the Procuring Entity.
- 27.2.2 If the bidder now as vendor drops/ refuses to serve then Performance Security of the vendor will be fortified & tender will be given to next bidder (H2).

28. TERMINATION AND DISPUTES

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28.1 Termination for Default

28.1.1 The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part: if the Supplier fails to deliver any or all of the Goods and/ or Related Services within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 3.8; or If the Supplier fails to perform any other obligation under the Contract. If the Supplier, in the judgment of the Procuring Entity has breached the Code of Integrity, as defined in GCC Clause 2.3, in competing for or in executing the Contract.

28.1.2 In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 5.1.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods and/ or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

28.2 Termination for Insolvency

28.2.1 The Procuring Entity may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.

28.3 Termination for Convenience

28.3.1 The Procuring Entity, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Goods that are complete and ready for shipment at the time of Supplier's receipt of the Notice of Termination may, if required, be accepted by the Procuring Entity at the Contract terms and prices.

28.4 Dispute Resolution

28.4.1 Any disputes arising out of this Bid shall be referred to the Dispute Resolution Committee to be constituted for the purpose.

28.4.2 Arbitration may be applicable in case of disputes which remain unresolved through the Dispute Resolution Committee.

28.4.3 Any dispute arising out of this contract shall be subject to the courts having jurisdiction at Ajmer only.

29. REDRESSAL OF GRIEVANCES DURING PROCUREMENT PROCESS

29.1 Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the I and II Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix A to these ITB.

DECLARATION

I/We certify that I/We have read all the Conditions of Contract and that I/We agree to abide by all the terms & Conditions.

[Handwritten signature and stamp]

(Form-BSS)
BID SUBMISSION SHEET

Annexure 1

Fee	Amount (Rs.)	Mode	Transaction ID & Date DD/BC No and Date
Tender Fee		Online /DD/BC	
Bid Security		Online /DD/BC	

NIB No.: _____

Date: _____

To:

Principal

Mahila Engineering College, Ajmer

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including its all Addenda. We offer to supply Goods/Services in conformity with the Bidding Document and in accordance with the delivery schedule and all the terms & conditions specified in Bidding Documents. Our Bid shall remain binding upon us for a period specified in the Bid Document and may be accepted at any time before the expiration of that period;
- (b) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- (c) We understand that you are not bound to accept the Lowest evaluated bid or any other bid/L1 that you may receive;
- (d) Our important particulars are as given below:

1	Name & address of the tenderer with telephone/mobile No., Fax No., e-mail address etc.	:	
2	Whether Proprietor/ Partnership/ Company (Enclose copy of document)	:	
3	PAN No.	:	
4	TIN No./GST	:	
5	Service Tax Registration no.	:	
6	Banker details:	:	
	(a) Name	:	
	(b) Branch No.	:	
	(c) Address	:	
7	(a) Bank Account No.	:	
	(b) Type of A/c: Saving / Current/CC/ any other	:	
	(c) IFSC code	:	
8	Any other important information related to the tender requirement.	:	

13
13
 [Signature]
 [Signature]

PRICE SCHEDULE / FINANCIAL BID SUBMISSION SHEET

NIB No.: _____

Date: _____

सेवामें ,

Principal

Mahila Engineering College, Ajmer

हम, अधोहस्ताक्षरकर्ता, घोषित करते हैं कि:

- (a) हमने निविदा दस्तावेजों का, परीक्षण कर लिया है तथा उनके बारे में कोई पूर्व धारणा नहीं है।
- (b) हम निविदा दस्तावेज के अनुसार उसमें वर्णित सेवाएं देने को तैयार हैं।
- (c) हम समझते हैं कि हमारी यह निविदा आपकी लिखित स्वीकारता के साथ हमारे बीच, जब तक कि एक औपचारिक अनुबंध तैयार व कार्यान्वित नहीं होता है, एक अनुबंध संस्थापित करेगा।
- (d) हम समझते हैं कि आप सबसे न्यूनतम अथवा कोई भी निविदा स्वीकृत करने को बाध्य नहीं होंगे।
- (e) हम निम्न लिखित दरों पर अपनी सेवाएँ देने को तैयार हैं:-

क्र. सं.	सेवाकानाम	सेवा के बदले मेंटेनन्स राशि (रू०) (अंकों तथा शब्दों में)
(1)	(2)	(3)
1.	For "AMC service for Computer Centres" at Mahila Engineering College, Ajmer.	To be filled in BOQ

Note: इ-प्रोक्योरमेंट के केस में वित्तीय निविदा BOQ फाइल में भरकर ऑनलाइन इ-प्रोक्योरमेंट साईट पर अपलोड करें। The Financial Bid is to be filled in BOQ and should be submitted online through e-Procurement portal.

मैं/हम प्रमाणित करते हैं कि उपरोक्त राशि (रेट) समस्त सामान्य तथा विशेष शर्तों के पूर्ण अध्ययन के पश्चात उद्धृत (quote) की गयी हैं।

मैं/हम इन सामान्य तथा विशेष शर्तों की पुष्टि करते हैं तथा इन की पुष्टि व स्वीकारने के प्रतीक में इन पर हस्ताक्षर किये हैं।

हस्ताक्षर मय मोहर : _____

नाम /पता : _____

दिनांक : _____

फ़ोन नं. : _____ फ़ैक्स नं. : _____ ईमेल : _____

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

निविदा की सभी शर्तों की पालना के लिये शपत-पत्र

UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER

Name of Tenderer: _____

NIB No.:

We confirm that all the terms & conditions of tender are acceptable to us except the following:

(Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable. In case the tenderer does not mention any information to the deviations in the below format & furnish it blank then it will be presumed that the tenderer is not offering/ putting any deviations to the tender terms & condition. Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.)

S.No.	Requirement as per tender clause	Offered condition/ Deviation
1.	क्या सेवा-प्रदाता जी.एस.टी. के दायरे में आता है? Does the service provider come under GST?	Write Yes/No: _____ If yes, Rate of Service Tax: ____ (%)

College may accept or not accept the deviations put by the tenderer at its sole discretion. No claim on this will be entertained.

We further undertake that we have not mentioned any condition in the price bid.


 Babbar Singh
 GWECA/CC & IT Committee

(On the letter head of the bidder/firm) Annexure 4

DECLARATION BY THE BIDDER UNDER SECTION 7 OF THE ACT

In relation to my/our Bid submitted to **Mahila Engineering College, Ajmer (Raj.)** 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 to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in in-receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings 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 conduct or the making of false statement so misrepresentations as to my/our qualifications to enter into a procurement contract with in 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 to interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Name:

Designation:

Address:


 Balwinder Singh
 GWECA/CC & IT Committee

(On the letter head of the bidder/firm) Annexure 5

DECLARATION BY BIDDER

Date: _____

Bid Ref. No.: _____

Alternative No. if applicable: _____

DECLARATION

I/We legally constituted firm/body _____ and represented by _____ declare that I am/we are Manufacturers/Service providers/WholeSellers/Sole distributor/Authorised dealer/bonafide dealers in the Goods and Related Services for which I/We have Bid.

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

Date:

Place:

Name:

Designation:

Address:

Handwritten signatures and stamps:
A3 ✓
Deliver Stamp
GWCCA/CC & IT Committee
[Signature]

(On the letter head of the bidder/firm) Annexure 6
SERVICE PROVIDER'S AUTHORISATION

Date: _____

Bid Ref. No.: _____

Alternative No., if applicable: _____

To: _____

WHEREAS

We, who are official service provider of _____
_____ providing Computer AMC running services at
_____ Do _____ hereby
authorise _____ (Name of the Bidder/Firm) To submit
a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the
AMC running services to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 4.6 of the General
Conditions of Contract, with respect to the Goods/Services offered by the above firm in reply to
this Invitation for Bids.

Date:

Place:

Name:

Designation:

Address:

A. Jha
Subar Singh
Sanjiv
AP
GWCCA/CC & IT Committee

(On the letter head of the bidder/firm) Annexure 7
Undertaking For Compliance with the Code of Integrity and No Conflict of Interest

Date: _____

Bid Ref. No.: _____

Alternative No., if applicable: _____

I/we participating in the above bid undertake that we shall abide by the code of integrity and are not in any conflict of interest as defined below.

Code of Integrity:

Any person participating in the procurement process shall

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion 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:-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 this 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 purposes of this Bid; or
 - d. 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 Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
 - e. The Bidder participates in more than one Bid in this 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 subVendor, 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 specifications of the Goods and Services 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.
- ii. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section-3 [Bidding Forms].
- iii. Breach of Code of Integrity by the Bidder: Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

I/we understand that without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity or having a conflict of interest, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.


 GWECA/CC & IT Committee 


AGREEMENT

(To be executed by the successful bidder on a non-judicial stamp of Rs 500/-)

THIS AGREEMENT made on this _____ day of _____, _____, between _____ of _____ (hereinafter "the Procuring Entity"), of the one part, and _____ of hereinafter "the Supplier", of the other part:

WHEREAS the Procuring Entity invited Bids for certain Goods and Related Services, viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services for the sum of _____ (herein after "the Contract Price").

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Procuring Entity's Notification to the Supplier of Award of Contract;
 - (b) The Bid documents submitted by the Service Provider including Price schedules/ financial bids and any supplementary documents submitted by the Service Provider and accepted by the Procuring Entity;
 - (c) The Special Conditions of Contract;
 - (d) The General Conditions of Contract;
 - (e) The Schedule of Services and Scope of Work;
 - (f) Instructions to Bidders;
 - (g) Detailed Notice Inviting Bids including addendums, if any;

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The bidder shall ensure an uptime of 99% for the entire duration failing which 5% deduction is liable.

In witness whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India and Rajasthan on the day, month and year indicated above.

Signed by
Witness 1
Witness 2

for the Supplier

Name: _____

Designation: _____

Address: _____

for the Procuring Entity (On behalf of the Procuring Entity)

Name: _____

Designation: _____

Address: _____

- Supplier means service provider.

GWECA/CC & IT Committee

GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

(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 Bid 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:

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) 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 First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bid 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 authorised representative.

(6) Fee for filing appeal

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


 Beliker Singh
 GWECA/CC & IT Committee


FORM No. 1
[See rule 83]

Annexure 10

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

Appeal Noof
Before the (First / Second Appellate Authority)

1 Particulars of appellant:

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

2 Name and address of the respondent(s):

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

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

Palveer Singh
GWPCA/CC & IT Committee
[Signature]

BID SECURITY

(To be submitted in case the Bid security is not deposited through DD/Cash. To be issued by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity)

Form of Bid Security

[Insert Bank's Name and Address of Issuing Branch or Office]

Beneficiary: [insert Name and Address of Procuring Entity]

Date: [DD/MM/YYYY]

BID GUARANTEE No.: [insert number]

We have been informed that [insert name of the Bidder] (here in after called" the Bidder") has submitted to you its bid dated [insert date] (here in after called" the Bid") for the execution of [insert name of contract] under Notice Inviting Bids No. [Insert NIB number] ("The NIB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [insert amount in figures] [insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) Having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity,
 - (i.) fails or refuses to execute the Contract Form,
 - (ii.) fails or refuses to furnish he performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB"),
- (c) Has not accepted the correction of errors in accordance with the ITB, or
- (d) Has breached a provision of the Code of Integrity specified in ITB;

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt to copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt to facopy your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name _____

In the capacity of Signed _____ Duly

authorized to sign the Bid Security for and on behalf of _____

Date: Bank's Seal


 Balveer Singh
 GWECA/CC & IT Committee


Performance Security Bank Guarantee

(To be given by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity)

Date: _____

Contract Name and No.: _____

To: _____

WHEREAS _____ (hereinafter "the Supplier") has undertaken, pursuant to Contract No. _____ dated _____ to supply _____ (hereinafter "the Contract")

And where as it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a Security issued by a reputable guarantor for the sum specified therein as Security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned, legally domiciled in _____, (hereinafter "the Guarantor"), have agreed to give the Supplier a Security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Security is valid until the _____ day of _____

Name: _____

In the capacity of: _____

Signed: _____

Duly authorised to sign the Security for and on behalf of: _____

Date: _____

Bank's Seal: _____

Man
Balwinder Singh
GWCA/CC & IT Committee
AP

Performance Security Declaration

(To be submitted in lieu of performance security by the govt. depts. etc. as per ITB)

Date: _____ [insert date (as day, month and year)]

Contract Name and No.: _____
[Insert name and number of Contract]

To: Principal, Mahila Engineering College, Ajmer, Rajasthan

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfilment of our all performance obligations under the Contract _____ [insert name of subject matter of procurement].

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of [Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed.] starting on the date that we receive a notification from you, The Principal, Mahila Engineering College, Ajmer (Rajasthan) that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of all obligations under the Contract including warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____
[Insert signature of person whose name and capacity are shown]

In the capacity of: _____
[Insert legal capacity of person signing the Performance Security Declaration]

Name: _____
[Insert complete name of person signing the Performance Security Declaration]

Duly authorized to sign the Performance Security Declaration for and on behalf of: _____
[Insert complete name of Supplier]

Dated on _____ day of, _____ [insert date of signing]

Corporate Seal _____

Handwritten signature: Pankaj Singh
GWCCA/CC & IT Committee
Handwritten signature: [unclear]

(To be submitted on Letter head of Firm/Company)

FORMAT FOR NON-BLACKLISTING OF SUPPLIER

I/ We _____ Manufacturer / partner / Authorized Distributor / Agent (strike out which is not applicable) of (Supplier) _____ do hereby declare and solemnly affirm that the individual/firm/company is not black-listed or debarred by the Union/State Government/Autonomous body.

Deponent

Address _____

I/ We hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed.

Deponent

Dated: _____

Handwritten signature: Balwan Singh
GWCCA/CC & IT Committee
Handwritten signature: [unclear]

(To be submitted on Letter head of Firm/Company)

STATEMENT OF ANNUAL TURNOVER

The average annual Turnover of M/s _____
address _____ for the past one year is as
follows and it is certified that the statement is true and correct.

S.No.	Financial Year	Turn over(in Lakhs)
1	2022-2023	
2	2023-2024	
3	2024-2025	

Average Turnover per annum _____

Signature of Chartered Accountant & seal
(Name & Address)


 Bakker Singh
 GWeca/CC & IT Committee


Signature of Bidder with seal & date

(To be submitted on Letter head of Firm/Company)

STATEMENT OF PAST SUPPLIES AND PERFORMANCE

I/We _____ (name of the firm) do hereby undertake that we have performed the supply of _____ as per the details given below.

S.No	Calendar Year	Order Placed by (full address of procuring entity with telephone No.)	Order No and date	Date of completion of delivery		Remarks indicating reasons for late delivery (if any)
				As per contract	Actual	
1	2	3	4	5	6	7
1	2020-2021					
2	2021-2022					
3	2022-2023					
4	2023-2024					
5	2024-2025					


1. It should be submitted with technical bid.
2. The above information may be verified from relevant documents of bidder.

Signature of bidder

Name of bidder

Designation

Address


 Balwinder Singh
 GWECA/CC & IT Committee

Signature of Bidder with seal & date