महिला अभियान्त्रिकी महाविद्यालय, अजमेर

MAHILA ENGINEERING COLLEGE, AJMER

TENDER DOCUMENT Notice Inviting Bid



Ref. No. CWECA/2025/Estate/776 NIB No. WEA2526 A0018

Date: - 01/12/2025 UBN NO. WEA 2526GS L B 00016

Name of work Annual Rate contract for Supply of cleaning items Estimated Cost Rs. 1.89 Lacs Tender Cost Rs. 500/-Earnest money Rs. 3,780/- (2%) in form of DD OR Bank Guarantee in favor of Principal, Govt. Mahila Engineering College, Ajmer 22-12-2025 Upto 12:00 NOOA Last Date of sale & Receipt of Tender 22-12-2025 at 3:00PM Date & Time of opening of tender document Name & Address of Contractor

pl 2



महिला अभियान्त्रिकी महाविद्यालय, अजमेर

(बीकानेर तकनीकी विश्वविधालय बीकानेर का संघटक महाविधालय)

MAHILA 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

Ref. No- GNECA 2025 Estate 776

Date 01./12/25.

Limited Bid Document (Single Cover) Rule 16 of RTPP Rules, 2013

Mahila Engineering College Ajmer invites bids through limited bidding process (single cover) under RTPP act, 2012 & rules, 2013 for supplying of following goods /services from experienced, technically and financially sound & reputed bidders fulfilling eligibility criteria and terms and conditions as described in the bid document as appended below:-

S.No.	Name of work/services	Estimated cost in rupees	EMD	Bid price	Duration
01	Annual rate contract (arc) for supply of cleaning items	1.89 Lacs	Rs. 3,780/- (2%) in form of DD OR Bank Guarantee in favor of Principal, Govt. Mahila Engineering College, Ajmer	Rs.500/-	One year from the issue date of work order

Important Dates:

Date of issue of bid document	01-12-2025			
Last date of submission of bid document	22-12-2025 upto 12.00 Noon			
Date of opening of bid	22-12-2025 at 3.00 PM			

Instruction to bidders:-

The bidders must Note the following points carefully before submission of the bid.

- The detailed scope of work as well as terms and conditions for "Annual Rate Contract" for supply of cleaning items have been given in bid document which may be downloaded from www.sppp.rajasthan.gov.in or college website www.gweca.ac.in
- 2. The contract period shall be for one year which may be extended as per RTPP rules 2013 with mutual consent.
- 3. The interested bidders may submit their bids along with demand drafts towards the cost of bid price (non-refundable drawn in favor of Mahila engineering college Ajmer "payable at Ajmer.
- 4. The above demand drafts must reach physically in the office of principal, Mahila engineering college Ajmer on or before last date & time as mentioned above failing which bids shall not be

considered.

- 5. In the event of the specified date being a holiday, the activities assigned on that date may be carried out on the next working day at the same time excluding online submission of the bid.
- Bids received after the prescribed time and date will not be considered.
- 7. The college reserves the right to accept any bid or reject any bids, without assigning any reason there of and without incurring any liability, whatsoever in favor of the bidder(s).
- 8. Validity of the rates shall be 90days from the date of opening of financial bid.
- 9. Any information provide in support of the bids must be properly annexed, numbered, and duly signed.
- 10. Any ambiguous conditions quoted in the application may lead to summarily rejection of the quotation.
- 11. Supplier must get approval the sample of each items from college authority before supply.
- 12. Bidders are required to read the document carefully before filling the bids .at the time of submission, every page duly numbered must be signed by the authorized signatory.
- 13. In case of any query arises regarding the interpretation of the scope of work, T&C in the bid document, Principal will be the final authority to make the decision. The convener may be contacted at mobile no. 9910061778/9829372727

Principal

Mahila Engineering College Ajmer

Copy to following for information and necessary action:

1-PA to principal

2-Web Admin for uploading bid document on college website gweca.ac.in.

3-nodel officer procurement for uploading bid document on www.sppp.rajasthan .gov.in.. Privade

4-notice board

Principal

Mahila Engineering College

Ajmer

TECHNICAL BID

The bidder should provide the following particulars along with relevant supporting documentation:

1.	(I) NIB No. and Date (II) UBN No. and Date	
2.	Bid for (name of goods/services for which the bid is submitted)	Supply of cleaning items
3.	Name of the bidder/Firm	
4.	Address of the firm submitting the bid (Photo ID Proof shall be attached)	Address
5.	Address of the procurement Entity	Mahila Engineering College Nasirabad Road, Makhupura Ajmer
	PAN No. (Copy of PAN Card shall be attached)	Pin:305002
	GST No. (copy of GST registration certificate shall be attached)	
	The Bid Price amounting to Rs Draft NumberDated Eligibility Criteria:	
	should be attached and bidder should Govt. undertaking/	own in Rajasthan state (Address of office I not be blacklisted by any Government/Autonomous body during the last three have to be submitted by the bidder on his
. []	Form A,B,C&D as prescribed in Ra Procurement Rules, 2013 duly signe	the bidder on his

Enclosures:

- Copy of PANCARD
- Copy of GST Registration Certificate (iii)
- Undertaking for non-blacklisting as above



- (iv) Form A,B,C,D duly signed by the bidder
- (v) Complete bid document duly sealed and signed by the bidder
- 1. We confirm that we shall abide by all the terms and conditions contained in the application for pre-qualification.
- All the details mentioned above are true and correct and if the Mahila engineering college, Ajmer observes any misrepresentation of facts on any matter at any stage, Mahila engineering college Ajmer has the right to reject the proposal and disqualify us from the process.

Date:-

Place:-

Name & Signature of Bidder with date & seal

2 M





Financial Bid

1.	NIB Number and Date	
2.	UBN Number	
3.	Bid for (name of goods/services For which the bid is submitted)	supply of cleaning items
4.	Name of the bidder/Firm	
5.	Address of the firm submitting the bid (Photo ID Proof shall be attached)	Address Contact No E -mail Id
6.	Address of the procurement Entity	Mahila Engineering College Nasirabad Road Makhupura Ajmer Pin:305002

S. No	Item Name	Specifications	Rate per unit without GST	GST %	Rate per unit With GST	Sample Required
1	पन्नी झाडू	Good quality				Yes
2	एसिड / टॉयलेट क्लीनर	टायलेट क्लीनर (1 ली. पैकिंग)				Yes
3	फिनायल	Make- गेंडा / टाईगर (5 ली. · पैकिंग)				Yes
4	पौचा (बडा) 24"	मय पौचा फ्रेम व 4 फिट पाईप सहित ((Make- Vani/Scotch Brite/Milton and other similar quality) Heavy Duty Wet and Dry flat Mop 24" with handle and 360° Rotating mop head				Yes
5	पौचा (छोटा) 18"	मय पौचा फ्रेम व 4 फिट पाईप सहित (Make- Vani/Scotch Brite/Milton and other similar quality) Heavy Duty Wet and Dry flat Mop 18" with handle and 360° Rotating mon bond				Yes
6	पौचा पेड (रिफिल) 24"	पौचा फंम व पाईप रहित (Good quality)				Yes





7	पौचा पेड (रिफिल)	पौचा फेम व पाईप रहित (Good	Yes
	18"	quality)	
8	सूपडी (प्लास्टिक)	Good quality	Yes
9	प्लास्टिक डस्टबीन	60 ली. Make- सेलो / मिल्टन	Yes
	फ्लिप ढक्कन सहित		
10	प्लास्टिक उस्टबीन	40 ली. Make- सेलो / मिल्टन	Yes
	पिलप ढक्कन सहित		
11	सर्फ पाउडर	(Make- निरमा / घडी / टाईड नेच्युरल) 1 Kg पैकिंग	Yes
12	टॉयलेट व्रश	Good quality	Yes
13	कपूर की गोलीयाँ	Make- गेंडा / त्रिशुल	Yes
14	लग्गा झाडू (बडे वांस	Good quality	Yes
	के डंडे की झाडू)		
5	डस्टर कपडा (डस्टर	Good quality	Yes
	पोचा)		
16	जाला झाडू	Make-Vimal, Shagun, Venus, EG CLEAN,HT etc.	Yes
17	वाईपर	Make-Vimal, Shagun, Venus, EG CLEAN,HT etc.	Yes
8	हारपिक	हारपिक (500 ML)	Yes
9	औडोनिल	औडोनिल एअर फेशनर, एयरवीक	Yes
0.	जूना (लौहे का)	Good quality	Yes
1 -	मग	1 लीटर Make- सेलो / मिल्टन	Yes
.2	हिट / रूम रप्रे	Make- गोदरेज एअर, एयरवीक, औडोनिल 500 मी. ली. पैकिंग	Yes
3	ग्लब्ज (टायलेट	Good quality	Yes
	क्लीनिंग हेतु)		
:4	कोलिन	500 मी. ली. पैकिंग	Yes
.5	सीक झाडू	Good quality	Yes
6	बांस की झाडू	Good quality	Yes



(93)

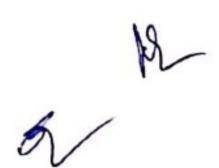
Terms and conditions:

- 1. GST shall be applicable as per rates and rules prevailing at the time of supply, as notified by the Government.
- 2. Rate shall be inclusive of all charges i.e. transportation, loading, unloading, toll tax insurance of goods etc.
- 3. Any discount i.e. quantitative discount and others may also be mentioned in details.
- 4. Lowest bidder shall be decided on the basis of item wise rates and supply order to be issued accordingly to the L1 bidders.
- 5. Price bid shall have to be submitted in separate sealed envelope and the price bid shall be opened of the responsive bidders only who qualify the technical bid.
- 6. Goods will be delivered within a stipulated period as mentioned in the conditions of bid.
- 7. The rates quoted above are valid upto the contract period which may be extended as per RTPP Rules2013 with mutual consent as per the conditions of the contract.
- 8. Supplier should ensure at his level that the supplied items are of original make and in good quality/condition and make should be as per bid document.

Place:

Date:

Name & Signature of the Bidder with Seal





GENERAL TERMS AND CONDITIONS (SR FORM-16 RULE 68 OF GFAR-II)

Note: Bidders should read the conditions carefully and comply strictly while sending their Bids.

- 1. "Bids by bona-fide dealers": -Bids shall be given only by bona-fide dealers in the services. They shall, therefore, furnish a declaration in prescribed form.
- 2. (i) Any change in the constitution of the firm, etc., shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
 - (ii) No new partner/partners shall be accepted in the firm by the contract or in respect of the contract unless he/they agree to avoid by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors 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.
- 3. GST Registration and Clearance Certificate:-No Dealer who is not registered under the GST prevalent in the State where his businesses located shall Bid. The GST Registration Number/TIN No. should be quoted and a GST clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the Bid is liable or ejection.
- 4. Rate shall be filled both in words and figures. There should not be errors and/or over writings. Corrections if any should be made clearly and initialed with dates. The rates should mention element of the GST separately.
- 5. Validity:-Bids shall be valid for a period of 90 days from the date of opening of Technical Bid.
- 6. The approved Supplier shall be deemed to have carefully examined the conditions, scope of work, etc., of the services to be provided. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the bid, refer the same to the weca and get clarifications.
- 7. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
- 8. The contract for the supply /services can be repudiated at any time by the Purchase Officer, if the supplies/services are not made to his satisfaction after giving an opportunity to the Bidder of being heard and recording of the reasons for repudiation.

2 /

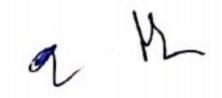
10

Direct or indirect canvassing on the part of the Bidder or his representative will be a disqualification.

10. Specifications:-

- (i) All article supplied shall strictly conform to the Specifications, trade mark laid down in the BID form and wherever articles have been required according to 1S1 specifications, those articles should conform strictly to those specifications and should bear such marks.
- (ii) The supply of articles marked with asterisk/ at serial number, shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the purchase committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the bidders.
- (iii) Warranty /Guarantee Clause:- The bidder would give guarantee that the goods/ stores/ articles would continue to conform to the description, make and : quality as specified for a period of one year from the date of delivery of the said goods/ stores/ articles to be purchased and that not with standing the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of one year the said goods/ stores/ articles be discovered not to confirm to the description, make and quality aforesaid or have determined (and the decision of the purchase committee in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion there of as may be discovered not to conform to the said description and quality on such rejection the goods/stores/articles will be at the sellers risk and all the provisions relating to rejection of goods, etc., shall apply. The bidder shall if so called upon to do, replace the goods, etc. or such portion thereof as is rejection by the purchase committee, otherwise the bidder shall pay damage as may arise by reason of the breach of the conditions.
- (iv) In case of machinery and equipment also, guarantee will be given as mentioned in Clause (iii) above and the bidder shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipment's operative. The bidder shall also replace machinery and equipment's in case it is found defective which cannot be put to operation due to manufacturing defect, etc. 11. Inspection

- (a) The University/college inspection committee /UPC authorized shall have power to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as
- (b) The bidder shall furnish complete address of the premises of his office, go down and workshop where inspection can be made together with name & address of the person who is to be contacted for the purpose.



- (101)
- 12. Samples: The articles marked within the schedule for samples shall be accompanied by two set of samples of the articles properly packed & signed. Such samples should be submitted personally in the office. A receipt will be given for each sample by the officer receiving the samples.
- 13. Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
- 14. Approved samples will be retained free of cost and shall not be returned. The weca, Ajmer shall not be responsible for any damage, wear and tear or loss during testing, examination, etc during the period these samples are retained. The weca, Ajmer shall in no way make arrangements to return the samples.
- 15. Samples not approved, shall be collected by the unsuccessful bidder. The weca, Ajmer will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
- 16. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical ,tests shall be carried out in weca, Ajmer and in reputed testing house like MSME Testing Station, Jaipur and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such test.
- 17. Draw of samples: In case of tests, samples shall be drawn in four sets in the presence of bidder or his authorized representative and properly sealed in their presence. One such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the officer for reference and record.
- 18. **Testing Charges**: -Testing Charges shall be borne by the weca, Ajmer. In case urgent testing is desired to be arranged by the bidder or in case of test result showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the bidder.

19. Rejection:-

- (i) Art Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the procurement committee.
- (ii) If, however, due to exigencies of weca, Ajmer, such replacement either in whole or in part, is not considered feasible, the procurement committee after giving an opportunity to the bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

2 K

- 20. The rejected articles shall be removed by the bidder within 15days of intimation of rejection, after which Principal shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the bidder's risk and on his account.
- 21. The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail, road and, air, delivery of the material in good condition to the consignee at destination. In the event of loss, damage, breakage or leakage or any shortage the bidder shall be liable to make goods such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
- 22. The contract for the supply can be repudiated at any time by the Principal, if the Supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording of the reasons for repudiation.
- 23. Direct & indirect canvassing on the part of the bidder or his representative will be a disqualification.
- 24. (i) Delivery Period:- The bidder whose BID IS accepted shall arrange supplies within a period of 15days from the date of supply order issued by the University/college authorized Head of offices/ DDO, Gweca, Ajmer from time to
 - (ii) Extent of Qty.- Repeat orders:- If the orders are placed in excess of the quantities shown in the BID notice, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender as per provisions of procurement rules.
 - (iii)If the purchase officer does not purchase any of the Bided articles or purchase less than the quantity indicated in the BID form, the bidder shall not be entitled to claim any compensation.

25. Agreement and Performance Security(P.S.):-

- (i) Successful Bidder will have to execute an agreement in the Form SR- 17 on stamp of Rs 500/- at his own expenses and deposit performance security equal to 5% of the value of the contact for which Bids are accepted within 15 days from the date of dispatch on which the acceptance of the Bid is communicated
- (ii) The B. S. deposited at the time of Bid will be adjusted towards P. S. and the P. S. amount shall in no case be less than earnest money.
- (iii) No interest will be paid by the department on the security money.
- (iv) The forms of P. S. shall be as below:—
 - (a) Bank Draft or Ajmer's Cheque of a scheduled bank;
 - (b) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small saving 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 procuring entity with the approval of Head Post Master.

- (c) Bank Guarantee/s of a scheduled bank; It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security.
- (d) Fixed Deposit Receipt (FDR) of a scheduled bank, it shall be in the name of 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 form 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. Performance security furnished in the form specified in clause (b) to (d) shall remain valid for a period of 60days beyond the date of completion of all contractual obligation of the bidder.
- (v) The P. S. shall be refunded after one month of the expiry of contract on satisfaction completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the Bidder.
- 26. Forfeiture of P.S.:-Security amount in full or part may be forfeited in the following cases
 - a. When any terms and conditions of the contract are breached.
 - b. When the Bidder fails to provide services or execute work satisfactorily.
 - c. Notice of reasonable time (Maximum 15days' notice) will be given in case of forfeiture of P. S. The decision of the weca in this regard shall be final.
- 27. The expenses of completing and stamping the agreement shall be paid by the Bidder and the department shall be furnished free of charge with one executed stamped counterpart of the agreement.
- 28. The time specified for delivery in the Bid form shall be deemed to be the essence of the contract and the successful Bidder shall arrange providing services within the period on receipt of the order from the Purchase Officer.

29. Insurance:-

The goods will be delivered at the destination in perfect condition. The supplier, if he so desires, may be insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot etc.) The insurance charges will be borne by the supplier and state will not be required to pay such charges incurred.

30. Payments:-

2/

- (i) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on completion of supply satisfactorily and on submission of bill in proper form by the bidder to the concern Head of offices/DDO. weca, Ajmer by which the supply order was issued. All remittance charges will be borne by the bidder.
- (ii) In case of disputed items, the amount pertains to disputed items shall be with held and will be paid on settlement of the dispute.
- (iii) Payments in case of those goods which need testing shall made only when such tests have been carried out, test results received conforming to the prescribed specification.
- 31. The time specified for delivery in the BID form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the supply order from the Head of office / DDO of weca, Ajmer.
- 32. Liquidated Damages:-In case of extension in the delivery period with liquidated damage the recovery shall be made as per provision of financial rules.
- 33. The maximum amount of liquidated damage shall be 10%.
- 34. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- 35. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the

36. Risk & Cost clause:-

The competent authority of weca ,Ajmer with out prejudice to his right against the approved supplies in respect of any delay or inferior performance of otherwise or claims for delay in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of the contract or otherwise, by notice in writing absolutely determined the contract in any of the cases.

- (i) A notice in writing to rectify, or otherwise that the work being performed is inefficient or otherwise implemented in improper manner, shall omit to comply with the requirement of such notice within a period of 07 days or for prescribed time, there-after of if the supplier shall delay or suspended the execution of the work so that either in the judgment of the competent authority, he will be unable to perform the work by the satisfaction of weca, Ajmer or has already failed to complete the work by the time.
- (ii) If the supplier commits breach of the terms & conditions the contract.
- (iii) When the supplier has made himself liable for action under any of the cases aforesaid, the competent authority, shall exercise power:-
 - (a) To determine or rescind the contract, as aforesaid, upon such determination or rescission, the bid security, performance security shall be liable to be

105

forfeited and shall be absolutely at the disposal of WEC AJMER.

(b) To get the work done through other service provider and in such case any expenses which may be incurred in excess, of the sum which would have been paid to the original SP, if the whole work had been executed by him of the amount of which excess, the decision of the Principal / ween Ajmer shall be final and conclusive and shall be borne and paid by the original SP that may be deducted from any money due to him by the ween Ajmer or from has bid security, performance security. However the original SP shall have no claim

To compensation for any loss sustained by him or reason for having purchased or procured any material, equipment's or entered into any engagements or made advances on account of execution/performance of contract.

- 37. Recoveries: Recoveries of liquidated damages, risk & cost, shall ordinary be made from bills. Amount may also be with held to the extent of L.D./risk & cost and in case of failure in satisfactory completion of the work assigned; an amount of risk & cost along with amount of liquidated damages shall be recovered from his dues and P.S. available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
- 38. Bidders must make their own arrangement to obtain import license, if necessary.
- 39. If a Bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his Bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of Bid issued by the WEC AJMER.
- 40. The WEC AJMER reserves the right to accept any Bid not necessarily the lowest, reject any Bid without assigning any reasons and accept Bid for all or any one or more of the articles for which Bidder has been given or distribute items of works to more than one bidder.
- 41. The Bidder shall furnish the following documents at the time of execution of agreement:-
 - Attested copy of partnership Deed in case of Partnership Firms.
 - Registration Number, registration certificate and year of registration in case partnership firm is registered with Registrar of Firms.
 - iii. Address of residence and office, telephone numbers in case of Sole Proprietorship and R/C of firm.
 - iv. Registration issued by Registrar of Companies in case of Company.
 - v. Power of Attorney if any
- 42. If any dispute arise out of the contract with regard to the interpretation meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department (HVC) who will appoint this representative as the sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final and abide.

2 pr

- (100
- 43. All legal proceeding, if necessary arise to institute may by any of the parties (Govt. mahila engineering college or Contractor) shall have to be lodged in courts situated in Ajmer, Rajasthan and not elsewhere.
- 44. All other/remaining general terms & conditions shall apply as laid down in Rajasthan Transparency in Public Procurement Rule-2013 and RTPP Act 2012.
- 45. The prices under rate contact shall be subject to price fall clause as per RTPP rules.
- 46. a) Annual Rate Contract for the subject matter of procurement shall be made for one year from the date of agreement made. However, the contract period may be extended for further as per provisions laid down in RTPP Rules, 2013
 - b) Successful bidder should supply the ordered material in requisite quantity placed by different Head of offices /DDO's of Gweca within the stipulated period issued time to time.

Note: - I have read the above terms and conditions of contract carefully and I shall abide by the same in the event of successful bidder.

Place:

Signature of Bidder with Seal

2 K

102

AGREEMENT (SR FORM-17 RULE <u>68 OF GFAR-II</u>)

- 1. An agreement has been made this.......day of......between......

 (herein after called—the "The Approved Service Provider", which expression shall, where the context so admits, be deemed to include heirs, successors, executers and administrators) of the one part and the Govt. mahila engineering college Ajmer (hereinafter called the —GWECA) which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
- 2. Whereas the approved Service Provider has agreed with the WEC AJMER to provide services to the Gweca, Ajmer, at its head office as well as branches offices throughout Rajasthan, all those articles set for thin the schedule appended here to in the manner set for thin the conditions of the Bid and contract appended herewith and at the rates set forth in columnof the said schedule.
- 3. And whereas the approved Service Provider has deposited a sum of Rs.....in.....
 - 1. Cash/ Bank Draft/ Challan No./ Ajmer Cheque No......dated.......
 - 2. Bank guarantee of any of the scheduled banks in the prescribed format.
- 4. Now these presents witness:
 - (1) In consideration of the payment to be made by the WEC AJMER through......at the rates set forth in the schedule hereto appended approved Service Provider will duly perform the said services set forth in.....and.......thereof in the manner set forth in the conditions of the bid and contract.
 - (2) The conditions of the bid and contract for open Bid enclosed to the Bid notice number.......dated......and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
 - (3) Letter Nos......received from the bidder and letters Nosreceived by the WEC Ajmer and appended to this agreement shall also form part of this agreement.
 - (4) i. The WEC AJMER do hereby agree that if the approved Service Provider shall duly perform the said services in the manner aforesaid observe and keep the said terms and conditions, the WEC AJMER will through......pay or cause to be paid, to the approved Service Provider at the time and the manner set forth in the said conditions, the amount payable for the work.
 ii. The mode of payment will be as specified below:

1.												•	•	

5. The delivery shall be affected and completed within the period noted below from the date of work order:-

2 1



S.No	Items Quantity	Delivery period

- 6. In case of extension in the execution period with liquidate damage, the recovery shall be made on the basis of following percentages of the SLR:
 - (a) 1 to 10 days delay-2.5% of bill amount of particular activity/ work of examination subject to a minimum of Rs.100/- per day, whichever is higher.
 - (b) 1 1to 20 days delay 5.0% of bill amount of particular activity / work of examination subject to a minimum of Rs.200/- per day, whichever is higher.
 - (c) 21 to 30 days delay 7.5% of bill amount of particular activity/ work of examination subject to a minimum of Rs.300/ per day, whichever is higher.
 - (d) Above 30 days delay Maximum 10% of bill amount of particular activity/work of examination, whichever is higher.

NOTE:

- (i) Delay by fraction of a day shall not be considered if this is less than half a day, however more than half a day shall be considered as full day for the computing of LD.
- (ii) Maximum amount of LD shall not be more than 10%.
- (iii) If the SP requires an extension in the stated SLR on account of some hindrance, he shall apply in writing to the authority which has placed the order. This must be done immediately at the time such hindrance has occurred and not after the expiry of the stipulated time (SLR).
 - (2) Delivery period may be extended with or without LD if the delay in the delivery of services is on account of hindrances beyond the control of the SP.
- 7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Principal, Gweca and the decision of the Principal, Gweca shall be final and binding for both the parties.

8. For all legal disputes the jurisdiction shall be Ajmer only.	
In witness where of the parties here to have set their hands on the	day of
202	day or

Signature of the approved Service Provider
Signature for and on behalf of Ajmer
Designation

Date:

Date:

WitnessNo1

1. Witness

WitnessNo2

2. Witness

or pr





(101)

Annexure-A

Compliance with the code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

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

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

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

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

Date: Place:

Signature of bidder Name: Designation Address:

2 1



Annexure -B Declaration by the Bidder regarding Qualifications Declaration by the Bidder

In relation to my	/ our Bid submitted to	for procurement
of	in response to their Notice Inv	viting Bid No
Dated		

1/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date:

Place:

Signature of bidder Name:

Designation:

Address:



(11)

Annexure-C Grievance Redressal during Procurement Process

The designation and the address of the first Appellate Authority is Principal Mahila Engineering College Ajmer. The designation and the address of the Second Appellate Authority is Principal Secretary, Technical Education, Government of Rajasthan, Jaipur.

(1) Filing an appeal

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

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

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

- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under Para(1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Procuring Entity, as the case may be may file a second appeal to Second Appellate Authority specified in the Bidder Document in this be half with in fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) Appeal not to lie in certain cases

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

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.
- (5) Form of Appeal
 - (a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
 - (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

2 1

(112)

(6) Fee for Filling Appeal

(a) Fee for first appeal shall be two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

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

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

a h

Annexure-D Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to very Quantities.

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



Scanned with OKEN Scanner



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.

Date:

Signature of bidder

11/



बोलीदाता / सेवाप्रदाता द्वारा घोषणा

में / हम घोषणा करता हूं / करते हैं कि मैने / हमने जहां कही supply of cleaning items कार्य करते समय पूर्ण न करने के कारण हमे किसी भी सरकारी विभाग / उपक्रम / कम्पनी / द्वारा ब्लैकलिस्ट नहीं किया गया है।

मैं यह घोषणा करता हूँ / करती हूँ कि हमें किसी भी न्यायलय ने supply of cleaning items कार्य के सन्दर्भ में कोई वाद लिम्बत नहीं है तथा इस विषयान्तर्गत हमें किसी भी न्यायलय द्वारा दिण्डत नहीं किया गया है।

हस्ताक्षर फर्म का नाम पता

