



MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

Phone no. – 0294-2470621
Mail-Id:-compt@mlsu.ac.in

PRESCRIBED TENDER FORM FOR PROCUREMENT OF TRANSPORT SERVICES ON THE TERMS AND CONDITIONS UNDER TENDER-CODE : MLSU/E-TEN/AT/Transport/2022-23/908 date:13-04-2022

Note : - Online Tender (rate contract) under two bid system i.e. technical and financial must be uploaded strictly in accordance with all the terms & conditions of the University, otherwise the tender shall not be considered and shall be rejected outright. Counter conditions shall not be accepted. Bidders should read these conditions very carefully and comply strictly before submitting their tender. If a bidder has any doubts regarding the interpretation of any of the conditions or specifications mentioned in these documents he should, before submitting the tender, refer these to the Comptroller and obtain clarification. The decision of the Comptroller regarding interpretation of the conditions and specification shall be final and binding on the bidders.

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COMPTROLLER

MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR.



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MLSU/E-Tender/Transport/AT/2022-23/908

Dated: 13-04-2022

E-TENDER NOTICE

E-tenders (rate contract) under two bid system i.e technical and financial bids are invited on or before 28-04-2022 at 6:00 pm, for collection of Answer books from experienced Transporters. Bidders can participate in the online bidding process by registering on website <http://eproc.rajasthan.gov.in> from 13-04-2022 at 6:00 pm. Details are also available on the university web site www.mlsu.ac.in.

Work Description	Estimated cost	EMD 2%	Tender fee	RISL Processing Fee
Collection and transportation in appropriate vehicles of Answer Books, OMR sealed packets & etc. from the various examination centers (Approximate 120 centers) of the University located in Udaipur, Rajsamand, Sirohi, Chittorgarh Distt. of the Rajasthan and coordinator for Jaipur, Jodhpur, Pali, Kota, Beawer, Ajmer, Bhilwara, Sikar	12.00 Lacs	Rs. 24000/-	Rs 1000/-	Rs. 500/-

Note:-

- (1) Bidder (authorized signatory) shall submit their offer on-line in electronic format both for technical and financial proposals. However, DD for tender fee, RISL processing fees and bid security should be submitted physically at the office of the tendering authority as prescribed in the tender notice and a scanned copy of the same should also be uploaded along with technical bid cover.
- (2) In case any of the bidders fails to physically submit the Demand Draft for Tender fee, bid security and RISL processing fee up to **2:00 pm on 29-04-2022** its bid shall not be accepted. The Demand Draft for bidding document fee and bid security should be drawn in favor of COMPTROLLER, MLSU, payable at Udaipur where as the Demand Draft of Rs 500/- towards RISL processing fee should be drawn in favor of “Managing Director, RajComp Info services Ltd” payable at Jaipur from any scheduled commercial bank
- (3) To participate in online bidding process, bidders must procure a Digital Signature Certificate (Type-III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can process the same from any CCA approved certifying Agency such as TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not to procure a new DSC. The Bidders must also register on <http://eproc.rajasthan.gov.in> (bidders already registered need not do so)
- (4) Bidders are advised to refer “Bidders Manual Kit” available at E-procurement Web site for further details of the e-tendering process
- (5) The procuring entity reserves the complete right to cancel the bid process and reject any part or all of the bids.
- (6) The provisions of RTPP Act, 2012 and RTPP Rules 2013 thereto shall be applicable for this procurement.

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IMPORTANT DATES FOR TENDER

S.No.	Events	Date and Time
1	Date of Issue of Notice Inviting Tender (NIT)	13.04.2022
2	Start Date & Time for downloading of Tender documents	13.04.2022 at 6:00 pm
3	Website for downloading Tender Documents	http://eproc.rajasthan.gov.in
4	Tender document submission start Date &Time	13.04.2022 at 6:00 pm
5	Last Date & Time of downloading of Tender	28.03.2022 at 6:00 pm
6	Last Date & Time for online submission of Tender	28.04.2022 at 6:00 pm
7	Date & Time for receipt of DDs towards Tender cost, Tender processing Fee , EMD and tender documents (Hard copy) to Comptroller Office MLSU	29.04.2022 at 11.00 pm
8	Pre- Bid Meeting at Comptroller Office MLSU/Online/Offline mode	23.04.2022 at 12:00 pm
9	Date &Time for online opening of Technical Bid	29.04.2022 at 12:00 noon
10	Date &Time for online opening of Financial Bid	To be announced after evaluation of technical bids



SCOPE OF WORK AND TERMS AND CONDITIONS

SCOPE OF WORK

PROVIDING TRANSPORTATION SERVICES TO UNIVERSITY AS DESCRIBED IN

ANNEXURE-I

TERMS AND CONDITIONS

1. **Pre-condition for applying**

In case of a company, Registration certificate issued by Registrar of Companies along with Memorandum of Association (MOA) and Article of Association (AOA) should be submitted.

In case of society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of bye laws be submitted.

In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with power of attorney in favor of one partner duly signed by all the partners of the firm.

Any other equivalent document in case of any other registered entity.

GST Registration Certificate in the name of the Bidder

2. EMD of Rs. 24,000/- (Twenty Four thousand only) payable through Demand Draft/ Banker's cheque only drawn in favour of "Comptroller, MLSU, Udaipur must be submitted to the Comptroller, MLSU, Udaipur on or before last date of bid submission without which the quotations will not be considered. The scanned copy of EMD should also be uploaded with other document.

3. The successful bidder will be required to provide a Performance Security Deposit of Rs. 60000/- (Rupee sixty thousand Only) payable through Demand Draft/ Banker's cheque or Bank Guarantee from any of the Commercial Banks only upon award of the contract. The same will be refunded only after the expiry of the contract. This deposit is liable to be forfeited, if during the period of contract the services of the contract are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/breached, and/or towards any damage caused due to negligence of the contractor or his employees.

4. The prospective bidders are requested to go through the Terms and Conditions of the contract carefully. The bid documents (Technical and Financial) are to be uploaded as per Annexure II & III. The rates quoted in the BOQ should be inclusive of all charges such as labor, transportation, storage etc. but exclusive of applicable taxes. Incomplete or ambiguous uploaded bids without documentary proof will not be considered.

5. The Contract will be awarded for a period of 15 months which can be extended further subject to satisfactory performance of the contractor.



6. The University reserves the right to award the contract to one or more tenderer depending on L-I rates quoted in the tender.
7. The University reserves the right to accept or reject any or part of the items without assigning any reason.
8. Under no circumstances shall the successful firm appoint any sub-contractor or sub-lease the contract. If the tenderer fails to deliver the goods within the period specified in the tender form, the Purchasing Officer may at his discretion, allow the extension of time subject to recovery from the tenderer as agreed, liquidated damages and not by way of penalty a sum equal to the following percentage of the value of stores which the tenderer has failed to supply for a period of delay as stated below :-
 - (a) Delay up to one fourth period of the prescribed delivery period : 2½ %
 - (b) Delay exceeding on one fourth but not exceeding half of the prescribed delivery period : 5 %
 - (c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period : 7½ %
 - (d) Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period : 10 %
9. Earlier EMD (if lying with University) will not be adjusted against the current bid.
10. In case the rates quoted by the tenderers are very high or do not suit to the University the negotiation may be undertaken for reducing the quoted rates.
11. Approved tenderer will have to execute an agreement in prescribed format on a non-judicial stamp of Rs. 1000/- at his own cost within 10 days from receipt of the order along with security money.
12. In case of any difference of opinion between the purchaser and the supplier about terms & conditions, the decision of the Comptroller will be final.
13. The successful bidder shall have to deposit performance security 5% of the tender value in the form of DD/Bank Guarantee in favour of Comptroller, MLSU, Udaipur.
14. In case the contractor fails to cope with the workload or does not service quality or dishonors the contract in any way, the contract awarded shall be liable for outright cancellation/termination summarily, without assigning any reasons thereof and the security deposit and payment due to the firm if any, shall also be forfeited. The University is free to entrust the job to any other firm/party at the risk



and expenses of the defaulting contractor. In this connection, decision of the University shall be final and binding on the contractor.

15. It will be the responsibility of the contractor to obtain delivery reports from the officer/section/ unit concerned in which the items are delivered. In the absence of delivery reports, no payments will be released.
16. Tenderers may please quote their unconditional rates. The price quoted at the time of submission of tender should remain valid for 180 days from the date of tender opening and the rates finalized on the basis of these prices shall remain in force during the currency of the contract which will normally be for a period of one year. It may specifically be noted that no changes/escalations in the accepted rates shall be allowed during currency of the contract.
17. The contract shall normally be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible/qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender letter. The University reserves the option to select more than one firm for award of contract to ensure uninterrupted service during the currency of the contract.
18. If any of the bidders have any objection with regard to the terms and conditions of the tender, the same may be pointed out within 10 days of the issue of the tender documents, before opening of tender.
19. The earnest money shall be returned to the successful bidder only after receipt of performance security and will not carry any interest.
20. No advance payment shall be made for the services; the payment will be released through RTGS only.
21. The job carried out shall be to the satisfaction of the University else no payment will be made. Further, depending upon the severity of negligence, this University reserves the right to blacklist and debar the agency. The decision of the competent authority of the University shall be final and binding on the firm/agency.
22. Rates shall remain fixed and valid during the period of contract. TDS/GST any other Government levies applicable on bill as per the instructions issued by the Government time to time shall be deducted. The contracting firm is required to provide the items in the premises of Mohanlal Sukhadia University, Udaipur as per order and no transportation charges will be paid.
23. The rates agreed between University and the successful tenders shall be inclusive of fuel/driver/loading at dispatch point and unloading at destination point and all charges like surcharge, handling charges,



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Goods tax, toll tax and collection charges etc.. The working safety of all persons of transporter like loading, unloading and driver, cleaner shall be ensured by the transporter and MLSU does not accept any liability on this account.

24. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice.
25. Legal proceeding, if any, arising out of this tender shall have to be lodged in courts situated in Udaipur and not elsewhere.
26. The technical specifications mentioned in this tender are the minimum acceptable specifications. Bidders may offer higher/better specifications but not the lower ones. It must be duly supported with the original technical literature for examination by the committee; else the bid will be rejected.
27. Similar work experience of minimum Rs. 12 Lac of transport services with any State/Central Govt. Organization/Institute must be attached for considering technical competence of the bidder.
28. Provision of Rajasthan Transparency in Public Procurement Act 2012 (Rule 2013 and GF & AR of Govt. of Rajasthan shall be applicable with regard to delay in supplies and other residue eventuates.

COMPTROLLER
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

I/we hereby declare that I/we read carefully all the above mentioned Special Terms & Conditions and I/we hereby agree to accept conditions.

Place :
Date :

SIGNATURE OF THE TENDERER
(With seal)



SPECIAL TERMS AND CONDITIONS

- 1.1 The Contractors shall have to collect and deliver the consignments from University Sites or any other notified places without any extra charge in respect of full or part load.
 - (i) Collection of answer book packet, OMR packet, absentee statement envelope, unused barcode statement envelope and other envelopes as per the Challan given by the university examination Centre after verifying each entry. In case there is no entry in Challan, the contractor's person may ask college/centre official to give the delivery in writing and receipt of same will be given by the contractor person.
 - (ii) Delivery of all answer book packet, OMR packet, absentee statement envelope, unused barcode statement envelope and other envelope as per Challan and extra other envelope received from colleges/centre at University and obtain proper receipt of all.
- 1.2 In case of any damage, accident to the trucks carrying the articles, the MLSU should be informed immediately for taking further action and Tenderer should fully responsible for safe delivery of the articles at the University/Co-coordinator.
- 1.3 During the period of examination collection and delivery from all the centre are to be organized weekly /fortnightly as per the Challan and the detail of routes as provided by the university. Contractor person will be more careful while receiving the packets from the centers that all the packets should be sealed properly.
- 1.4 Delivery of all packets received from the centers/coordinator have to deposited in university within 24 hours from the 1st collection
Delay in delivery beyond the above period plus 8 hours grace time will attract penalty @Rs. 300/- per hours or part there of subject to maximum of Rs.3000/- against particular consignments. Whenever the penalty becomes leviable, the grace time of 8 hours will also be included and counted for calculating penalty amount.
Comptroller may however authorized review the penalty based on the representation by the transporter and waive off penalty if justifiable.
- 1.5 In case the packets are delivered at wrong destination or short delivered it will be the responsibility of the contractor to collect the remaining material and deliver to the university coordinator at the risk and expenditure of the contractor. Contractor will not be eligible for any payment on account of such additional trip involved. Similarly will be applicable also in case of short collection or escaping the collection of any centre in between of the route.
- 1.6 No trans-shipment will be allowed, as the packets are of the secret & confidential nature and should be carried in trucks directly to the destination. In case of trans-shipment due to unavoidable reason, prior permission from university, authorities to be obtained in writing. Suitable penalty will be imposed in case of the unauthorized trans-shipment
- 1.7 All road permits or licenses or any other relevant authorization from competent authority, as required for running the vehicles shall be obtained by the Contractor at his own cost. All road rules pertaining to different States should be followed by the Contractor.



DETAILED OF TENTATIVE ROUTE/ROUNDS/PERIOD

EXAM.	PERIOD	ROUNDED
Practical	February	2 rounds to each route (All Colleges)
Main Exam.	March – June	16 rounds to each route (15 Route existing)
Semester Exam.	June – July	2 rounds to each route As per centre for semester exam.
Semester Exam.	15 Dec. – January	“ do “
Supplementary Exam.	Sept. – Oct.	3 rounds to each route As per centre for suppl. exam.
B.Ed. Exam.		3 round to each route As per Centre list for B.Ed. exam
Coordinator Outstation		1. Jaipur –Beawar- Ajmer. – 16 round 2. Kota , Bhilwara - 16 round 3. Pali – Jodhpur. - 16 round 4. Any other district of Rajasthan. – 10 round

Note:- Since period of operation is 15 months, therefore, required to repeat the work mentioned above for three months period.

- 1.8 It shall be the responsibility and obligation of the Carrier to ensure safety & security of the consignments entrusted to him for carriage and to effect the delivery to the designated consignee in the same sound condition as received by him and within the time schedule stipulated. Any destruction, deterioration, or damage or breakage caused to the articles entrusted to the Carriers for carriage shall be made good by the Carriers only.
- 1.9 Once the materials are accepted for transportation by the Contractor, they shall be deemed to have been handed over by the University/Coordinator in good condition and thereafter it becomes the responsibility of the Contractor to deliver the materials in safe condition to the University/Coordinator. In case the consignee reports any breakages or shortages, the Contractor should make good of the loss.
- 1.10 The Contractor shall not sublet or transfer the contract or any part thereof which total amount to termination of the contract and result in forfeiture of the Bid Security & revoking the Bank Guarantee.
- 1.11 If University is dissatisfied with the performance of the Contractor, their contract is liable to be terminated at any of the time by giving prior written notice of 15 days subject to further action as indicated in Condition No.1
- 1.12 University will arrange to pay the Contractor's bills after scrutiny within 30 days from the date of receipt of bill by Electronic Fund Transfer (EFT).
- 1.13 No demurrage, wharf age, ground rent, or godown rent is livable for University consignments and the Contractors should produce bank approved GC note of their own Company for the goods consigned through them.
- 1.14 a) The Contractors must be able to produce the vehicle for any of the place within Rajasthan as per University requirement within 6 to 10 hours from the time of indent for the dispatch of materials/collection.



- b) If the Carriers fail to supply the required number of vehicles in time, University reserves the right to fix up any other Carrier who can render immediate service and the extra freight paid over the Contract rate shall be recovered from the bills pending to be paid to the Contractor who fails to supply such vehicles. If such instances are repeated frequently, the matter will be viewed seriously and action will be initiated for breach of contract.
- c) Whenever Part loads (at the agreed contract rates) are not immediately collected from our works as per the terms of this Contract, arrangement would be made to send them in our own vehicle or through any hired vehicle to the Contractor's Office and the expenses with other incidentals incurred thereof over the Contract rates shall be recovered from the Contractor's pending bills.
- d) Similarly in the case of Incoming materials the instances of our Suppliers refusing to utilise the services of our Contract carriers may be brought to our notice immediately in writing for taking suitable action.
- 1.15 The contract shall remain in force for a period of 15 months with effect from the date from first Commencement of work.
- 1.16 While accepting the consignments for transportation, the Carriers should ensure that necessary documents are collected. In case of floods/Strikes/Riots materials should be kept in transporters go down.
- 1.17 Where University, intends to depute an escort for certain important consignments, the escort should be allowed to go in the same vehicle to such destination for which no extra charges being paid.
- 1.18 All disputes and differences arising out of the contract shall be referred to the comptroller, who is hereby constituted as the sole Arbitrator and his decision shall be final and binding on the parties.
- 1.19 In respect of all matter arising out of or pertaining to the Contract, the cause of action thereof shall be deemed to have arisen only at Udaipur City where University is situated.
- 1.20 Transportation will required to send a person at least matriculate will receive and all the material if required will affix Bar Code sticker on the packet provided by University. If Tenderer required University may provide a GPS instrument which to be mount of the vehicle with accessories and may ask for online entry tacking for collection
- 1.21 The Tenderer should provide the appropriate vehicles of size Pick-up, TATA-407, TATA ACE, or higher capacity with packed from all sides with lock and key as per requirements.
- 1.22 The Tenderer has accepted the terms and Conditions stated above and has signed in all pages after understanding.



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2.1 Mode of Payment

Payment terms condition		Total payment
Collection of Practical Examination	5% of the total tender amount	5%
Main Exam.	After completion of total collection upto the may month Total 35%	35%
Each Semester Exam. (Two)	5% for each semester (June and December)	10%
Supplementary Exam.	Total 10% for all rounds	10%
Outstation	After completion of dispatch and collection work from different cities of Rajasthan	15% for main exam 11% for other exams.
	Total	86%
Remaining payment at the end of the contract.		14%

Note:- Since period of operation is 15 months, therefore, required to repeat the work mentioned above for three months period and accordingly payments will be divided .

2.2 Not with standing anything contained herein before in this special terms and conditions by University reserves to itself the right to take action against the defaulting suppliers or against the supplier/ agent(s) for any kind of misbehavior or for any breach of the contact whatsoever by way of working imposes of any penalty forfeiting of Bid-security, cancellation of order, cancellation of the agreement and blacklisting and such other action which the University deem fit.

2.3 List of routes (Tentative).

1. Abu Road, Sirohi, Sheoganj, Pindwara.
2. Fatehnagar, Kapasan , Begun, Rawatbhata
3. Rishabhdeo, Kherwara Dungarpur
4. Sagwara, Chitari Badgi, Jasela
5. Nathdwara, Rajsamand, Bhim
6. Chittorgarh, Nimbahera, Barisadri, Mandfiya
7. Salumber, Sarada, Banswara
8. Nathdwara, Rajsamand, Amet, Railmagra
9. Jadol, Kotra, Falasiya
10. Udaipur(Local Centers)
11. Out of Station, (Other districts)

COMPTROLLER
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

I/we hereby declare that I/we read carefully all the above mentioned Special Terms & Conditions and I/we hereby agree to accept conditions.

Place :
Date :

SIGNATURE OF THE TENDERER
(With seal)



ELIGIBILITY CRITERIA

The Contractor/firms shall furnish the following documents attached with the quotation for Technical Bid failing which the bid will be rejected summarily.

1. Proof of GST copy should be enclosed if applicable.
2. PAN No. of the firm. PAN No. on the name other than the firm should not be accepted.
3. Proof of Annual average Turn Over which should not be less than Rs. 12 Lac every year along with balances sheets and trading P & L Account for the last 3 years (2019-20, 2020-21 and 2021-22).
4. The Bidder should be a Firm registered under the goods transporter agency by competent authority since last 3 years.
5. The Bidder must have minimum two years experience of transportation of confidential material in any Govt. Sect./PSU/University required (Attach Copy of orders) and having at least for packed container vehicle/parcel van with provision of lock and sealing (Attach copy of RC).
6. Firm should have unit of transportation in the Udaipur
7. The Earnest Money Deposit (EMD) of Rs. -----/- (Rupees ----- only) through a Demand Draft/Pay Order (No.....& Date.....)etc.
8. The firm should not have been black listed from any Govt./Ministry/PSU Organization (A certificate in this regard will be submitted with the tender.)

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Annexure-II

TECHNICAL BID

Forming part of the Contract to be filled in by the Tenderer-

S. No.	Particulars	Document to be uploaded
1	Name in full under which the Tenderer is trading	
2	Address of the Official premises	
3.	Telephone No. /Mobile No./ email address	
4.	PAN No./TAN. No./GST No.	Enclosure Page No
5.	Registered as Public limited Co / Pvt. Ltd./Partnership/others/Specify	Enclosure Page No
6.	Have you regular schedule service between Important places in the Rajasthan?	Yes / No
7.	Name of your important clients	Please attach separate sheet (Enclosure Page No)
8.	Are you an approved Carrier in any of our other Govt. Deptt. If so, furnish the name of the unit and the period of contract	Please attach separate sheet (Enclosure Page No)
9.	Are you registered good transporter agency for last three years	(Please enclose copy of registration)
10.	Have you previously carried out transportation of confidential material in any Govt. sect./PSU/University.	(Attach copy of order)
11.	Annual Reports / audited Balance Sheet and Profit & Loss Account of the Bidder for the last three Financial Years clearly mentioning the revenues and net worth of the Bidder for these years. Average Turnover should not less 20 lac in one of the year.	
	Financial Year 2019-20	Turnover Rs..... Page no.
	Financial Year 2020-21	Turnover Rs..... Page no.
	Financial Year 2021-22	Turnover Rs..... Page no.
12.	Do you have at least 4 packed container Vehicle/Parcel van with provision of lock and sealing (submit of copy of RC)	Enclosure Page No
13.	Whether your firm has been blacklisted by any Government/PSU/Board/University. (Submit an undertaking)	Yes/No
14	Firm should have unit of transportation in the Udaipur	

I, we hereby certify that to the best of my/our knowledge the particulars furnished above are true. Please treat the above information as confidential and should not be divulged to unauthorized persons.

Date :

Signature of the Authorized Signatory
Rubber Stamp of the firm

Witness with their address

- 1)
- 2)



INSTRUCTIONS OF ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the -----Procurement Portal for e Procurement at www.eproc.rajasthan.gov.in

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.
- 3) Bidder need to login to the site thro their user ID/password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III certificate with signing key usage) issued by SIFY/TCS/Code/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading/getting the tender document/schedules, the Bidder should go through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 8) If there are any clarifications, this may be obtained online through the tender sit, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘any tenders’ folder.
- 10) From my tender folder, he selects the tender to view all the details indicated.
- 11) It is constructed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 12) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, of the file size is less than 1 MB the transaction uploading time will be very fast.
- 13) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 14) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under my space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 15) Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.



- 16) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 17) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- 18) The details of DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 19) The bidders have to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 20) The bidder has to upload the relevant files required as indicated in the cover content. In case of nay irrelevant files, the bid will be rejected.
- 21) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified/ replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 22) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 23) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 24) The time setting fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 25) All the data being entered by the bidders would be encrypted using PKI encrypted techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 26) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/ bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.



TENDER ACCEPTANCE LETTER

The Comptroller,
Mohanlal Sukhadia University,
Udaipur (Rajasthan).

SUB:- Acceptance of Terms & Conditions of Tender.

REF:-

Name of Tender/work:- Award of contract for providing Transportation Services to the MohanLal Sukhadia University, Udaipur

Dear Sir,

1. I/We have downloaded/obtained the tender documents(s) for the above mentioned "Tender/work" for the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page no. ___ to ___ (including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totally/entirely.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,
(Signature of the Bidder, with Official Seal)



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 ;
- (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 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:-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 obligation, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the 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 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 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.



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 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 a specified in the Biding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial 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 statements or misrepresentations as to my/our Qualification 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 disqualification pursuant to debarment proceeding;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date: Signature of bidder

Place: Name :

Designation :

Address :



ANNEXURE C: GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate Authority.....

The designation and address of the second Appellate authority is.....

(1) Filling an appeal

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

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

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 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 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 Bidding 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 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 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.



ANNEXURE D: ADDITIONAL CONDITIONS OF CONTRACT

1. Correction of arithmetical errors

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.

If 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

2. Procuring Entity's Right to vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed fifty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions contract.
- (ii) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensations except otherwise provided in the Condition of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring 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)

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 Bidder in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.