



# UNIVERSITY SPORTS BOARD

## MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

Maharana Bhupal Sports Complex, M.B. College Ground, Saraswati Marg, Udaipur-313001 (Rajasthan)

### **PRESCRIBED TENDER FORM FOR THE SUPPLY SPORTS TRACK SUIT ON THE TERMS AND CONDITIONS UNDER TENDER-CODE USB/2022-23 IN REFERENCE TO TENDER NOTICE No. USB/MLSU/2022-23/522 DATED 05-01-2023**

Tender must be submitted strictly in accordance to all terms and conditions of the tender- notice, tender form of the University Sports Board, otherwise the tender shall not be considered and shall be rejected out-right as the counter (firm's own) terms and conditions are not accepted in any case. Bidder should read these terms and conditions very carefully and comply strictly while submitting their tenders. If a bidder has any doubt regarding the interpretation of any of the terms and conditions or specifications mentioned in these documents, he should get this clarification before submitting the tender from to the Chairman, The decision of the Chairman regarding the interpretation of the conditions and specifications shall be final and binding on these tenders (bids).

**Submit Technical bid and financial bid separately as per details given under special terms and conditions Para (1) in sealed envelopes failing which Tender will be rejected.**

Please retain one set for your record and submit one complete set dully filled in signed and stamped along with earnest money remittance documents.

#### **Contents of Tender Document**

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Encl. As above

**CHAIRMAN  
USB, MLSU**



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**Maharana Bhupal Sports Complex, M.B. College Ground, Saraswati Marg, Udaipur-313001 (Rajasthan)**

## **DETAILS ABOUT THE TENDERER:**

(To be filled in by the tenderer)

Name of the Bidding Company/Firm	
Name of contact person (Authorized Bid Signatory)	
Correspondence Address	
Mobile No.	
Telephone Number (Land Line) & Fax	
Website & E-mail Address	
EMD Bank Draft/Pay Order payable at Udaipur. (Cheques /FDR are not acceptable)	Amount <b>Rs</b> ..... DD no.....Dated:..... Bank.....
Tender fee Rs. 1000/- Bank Draft/Pay Order payable at Udaipur. (Cheques /FDR are not acceptable)	DD no.....Dated:..... Bank.....

## **DECLARATION**

I/We hereby declare that I/We have read the entire General, Special Terms and conditions and scope of work & specifications of the tender items of the University and I/We agree to confirm to these.

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



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**Maharana Bhupal Sports Complex, M.B. College Ground, Saraswati Marg, Udaipur-313001 (Rajasthan)**

## **TENDER NOTICE**

**Tender Notice No. USB/MLSU/2022-23/522 Dated: 05-01-2023**

Sealed tenders are invited on or before **16.01.2023 at 12:00 pm** from Authorized dealer / Distributors for supply of Sports Track Suit. The tender will be opened on same day at 3:00 pm in presence of representatives of the firms. Tender form and other details can be downloaded from University website **www.mlsu.ac.in** or **www.sppp.rajasthan.gov.in**.

<b>Particulars</b>	<b>Estimated Cost</b>	<b>Earnest Money</b>	<b>Tender fee (Rs.)</b>
Sports Track Suit	Rs. 8.00 Lacs	Rs. 16,000/-	Rs. 1000/- through DD only
NIB CODE: SUU2223A0050		UBN NO:SUU2223GSOB00090	

**CHAIRMAN**



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**Maharana Bhupal Sports Complex, M.B. College Ground, Saraswati Marg, Udaipur-313001 (Rajasthan)**

## **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 number (Readable copy of GST also should be enclosed.)
2. PAN No. of the firm. PAN No. on the name other than the firm should not be accepted.
3. The Games & Sports materials must be manufactured by a company whose products have passed ISO 9001 Quality Management System Certification or standard company.
4. Proof of Annual average Turn over which should not be less than Rs. 8 Lacs every year along with balances sheets and profit & loss account for the last 3 years (2019-20, 2020-21 & 2021-22).
5. Bidder must have been in the business of games & sports materials with accessories system supply and installation during last three years.
6. Should be original equipment manufacturer (Authorized dealership (AUD)/ distributors).
7. Should have successfully delivered games & sports materials at multiple locations in single order or separate order for games & sports materials during last year's.
8. The Earnest Money Deposit (EMD) of Rs. -----/- (Rupees ----- only) through a Demand Draft/Pay Order (No.....& Date.....) etc.
9. 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.)

**CHAIRMAN  
USB, MLSU**

**TECHNICAL BID FORM**

To be submitted with enclosures. Technical bid without document to support the claim by the bidder will be rejected. Please number all documents and enter page number of documents.

<b>S. No.</b>	<b>Particulars</b>	<b>Document to be uploaded</b>
1	Name of the Bidder	
2	Address of the bidder for correspondence	
3	Name of contact person with Mobile number and E-mail address	
4	Earnest Money Deposit in favor of Chairman, University Sports Board, MLSU, Udaipur	Tender fee Rs.                      DD No. EMD Rs.                                DD No.
5	Proof of GST number (Readable copy of GST also should be enclosed.)	
6	PAN No. of the firm. PAN No. on the name other than the firm should not be accepted.	
7	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 8 lac in one of the year.	
	Financial Year 2019-20	Average Turnover Rs.
	Financial Year 2020-21	Average Turnover Rs.
	Financial Year 2021-22	Average Turnover Rs.
8	The Games & Sports materials must be manufactured by a company whose products have passed ISO 9001 Quality Management System Certification or standard company.	
9	Bidder must have been in the business of games & sports materials with accessories system supply and installation during last three years.	
10	Should be original equipment manufacturer (Authorized dealership (AUD)/ distributors).	
11	Should have successfully delivered games & sports materials at multiple locations in single order or separate order for games & sports materials during last year's.	
	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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## MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

Maharana Bhupal Sports Complex, M.B. College Ground, Saraswati Marg, Udaipur-313001 (Rajasthan)

### **SCOPE OF WORK AND TERMS AND CONDITIONS**

#### **Supply of Games & Sports Materials to USB as described in Annexure-II**

##### **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 byelaws is submitted.

In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with power of attorney in favour 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. 16,000/- (Sixteen Thousand only)** payable through Demand Draft/ Banker's cheque only drawn in favour of "Chairman, University Sports Board, MLSU, Udaipur" must be submitted to the Chairman, University Sports Board, MLSU, Udaipur on or before last date of bid submission without which the quotations will not be considered. The last dates of receiving the tender on 16.01.2023 at 12.00 p.m. and shall be opened on the same date at 3.00 p.m.

##### **3. Performance Security**

The successful bidder will be required to provide a Performance Security Deposit whichever applicable, 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. **Forfeiture of EMD/Bid security-** The EMD/Bid security taken from the bidder shall be forfeited in following cases:

- i. When the bidders withdraw or modifies his bid proposals.
- ii. When the bidder does not execute the agreement in accordance to RTPP Rules / provisions after placement of order within specified time.
- iii. When the bidder fails to commence the supply of goods and services as per purchase/work order/ latter of award within the time prescribed.
- iv. When the bidder does not deposit the security money after the work order is placed.
- v. Any dues against the firm from any other contract with MLSU, Udaipur
- vi. When the successful bidder fails to complete the services satisfactorily within the time specified.
- vii. If the successful bidder breaches any provision of code of integrity prescribed for bidders is RTPP Act and chapter VI of the rules.

5. The prospective bidders are requested to go through the Terms and Conditions of the contract carefully. The bid documents are to be submitted in sealed envelopes. The rates quoted should be inclusive of all charges such as labour, transportation, storage etc. but exclusive of taxes. Incomplete or ambiguous bids without documentary proof will not be considered.

6. **Duration of Assignment**

The Contract will be awarded for a period of one year from issuing date which can be extended further subject to satisfactory performance of the contractor.

7. The University Sports Board reserves the right to award the contract to one or more tenderer depending on L-I rates quoted in the tender.
8. The University Sports Board, MLSU reserves the right to accept or reject any or part of the items found inferior in quality of workmanship or/and the quality of materials/goods.

9. **Liquidity Damages provisions**

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 upto 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 % |

Any liquidity damages would be deducted from the due payment.

10. Earlier EMD (if lying with University Sports Board, MLSU) will not be adjusted against the current bid.

11. **Format and Signing of Bid:**

- a) The bid forms/templates/annexure etc. wherever applicable in technical Bid shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized person signing the bid.
- b) The bid, duly signed (digitally) by Authorized signatory, should be uploaded on the eproc portal in respective file/ format.

**12. Bid opening/Opening of Tenders:**

- a) The Bid Evaluation Committee will perform the bid opening, which is a critical event in the bidding process.
- b) All the bids submitted on or before date and time shall be opened on same date and time at the specified place in the presence of bidders or their authorized representatives who may choose to be present as per procedure laid down in RTPP Rules 2013.

**13. Evaluation of Financial Bids**

- A. The Financial bids/cover or bidders who qualify in technical evaluation shall be opened at the notified time, date and place in the presence of the bidders or their representatives who choose to be present.
- B. The process of opening of financial bids/covers shall be similar to that of technical bids.
- C. Acceptance of the Tender/Bid:
  - a) The tendering authority shall award the Contract to the bidder whose proposal/bid has been determined to be the lowest value bid quality of goods.
  - b) As soon as a bid is accepted by the tendering authority, its written intimation (LOA) would be sent to the concerned bidder asking to execute an agreement.
  - c) The acceptance of an offer is complete as soon as the letter of communication is posted to the last notified address/correct address of the bidder(s).
  - d) The acceptance of the bid shall also be placed on website of [www.mlsu.ac.in](http://www.mlsu.ac.in).
- 14. In case the rates quoted by the tenderer are very high or do not suit to the University the negotiation may be undertaken for reducing the quoted rates.
- 15. Approved tenderer will have to execute an agreement in prescribed format on a non-judicial stamp of Rs. 500/- at his own cost within 15 days from receipt of the order along with performance security.
- 16. The University Sports Board shall accept the supplies F.O.R. Store situated at University Sports Board, MLSU, Udaipur only. Under no circumstances the University Sports Board will bear the loss due to damage/breakage of articles in the transit., in case of outside supplier The cost of the damage/broken articles would be deducted from the bill.
- 17. The ordered items will have to be supplied within 20 days, from the date of order, failing which Risk Purchase will be made and difference amount will be deducted from the Security money.
- 18. In case of any difference of opinion between the purchaser and the supplier about terms & conditions, the decision of the Chairman will be final.
- 19. The successful bidder shall have to deposit performance security 5% of the tender value in the form of DD/Bank Guarantee in favour of Chairman, University Sports Board, MLSU, Udaipur.
- 20. The ordered items supplied by the firm should be of best quality and a strict view will be taken if it is found defective at any stage during or after the delivery. In case of such lapses, the University Sports Board reserves the right of taking any action including termination of the contract without assigning any reasons whatsoever. The University Sports Board also reserves the right of imposing financial penalties for any losses caused to the University Sports Board including loss of time.



21. In case the contractor fails to cope with the workload or does not supply quality goods 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 Sports Board 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 Sports Board shall be final and binding on the contractor.
22. 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.
23. Tenderers may please quote their unconditional rates. The price quoted at the time of submission of tender should remain valid for 90 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.
24. 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 Sports Board reserves the option to select more than one firm for award of contract to ensure uninterrupted supply during the currency of the contract.
25. 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.
26. The earnest money shall be returned to the successful bidder only after receipt of performance security and will not carry any interest.
27. No advance payment shall be made for the supplies. The payment will be released through RTGS only.
28. The supplies 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 Sports Board shall be final and binding on the firm/agency.
29. Rates shall remain fixed and valid during the period of contract. TDS, GST and 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 University Sports Board, MLSU, Udaipur as per order and no transportation charges will be paid.
30. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice.
31. Legal proceeding, if any, arising out of this tender shall have to be lodged in courts situated in Udaipur and not elsewhere.
32. 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.
33. Further, the acceptable makes have been indicated against each system in the technical specifications. The bidder must clearly mention selected make and model in the technical bid. Unapproved makes will not be considered.

34. **Insurance-** The Bidder is responsible for acquiring insurance for all games & sports materials. The goods supplied under the contract shall be fully insured.
35. **Warranty-** The bidder warrants that goods supplied under the contract are new unused, of the most recent or current models and incorporate all recent improvements in design and material unless provided otherwise in the contract. The Bidder further warrants that all goods supplied under this contract shall have no defect arising from design, materials or workmanship.
36. **NEGOTIATIONS:**
- a) Negotiations may be conducted with the lowest bidder only. In case of non-satisfactory achievement of rates from lowest bidder, Comptroller MLSU, Udaipur may choose to make a written counter offer to the lowest bidder and if this is not accepted, University Sports Board, MLSU, Udaipur may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest bidder, then to the third lowest bidder and so on in the order of initial bidding, and work order be awarded to the bidder who accepts the counter offer.
  - b) In the case, when the quotations given by the bidder during negotiations is higher than the original quotation of the bidder then the bidder will be bound by the lower rate originally quoted by the bidder.
  - c) In case of negotiations, representative of the bidder attending negotiations must possess written authority from the bidder to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.
  - d) In the event the University Sports Board, MLSU, Udaipur does not find the lowest quoted rate acceptable to it, then the tender will be scrapped and may be re-invited, or USB, MLSU may take any other suitable action as deemed fit looking to exigency of the work.
37. **Disqualification**
- Tendering authority may at its sole discretion and at any time during the processing of bids, disqualify any bidder/ bid from the bid process if the bidder:
- a. Has not submitted the bid in accordance with the bidding document.
  - b. Has submitted bid without submitting the prescribed Tender Fee, Processing Fee, EMD or the Bidder's authorization certificate.
  - c. Has imposed conditions in his bid.
  - d. During validity of the bid or its extended period, if any, increases his quoted prices.
  - e. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
  - f. Has failed to provide clarifications related thereto, when sought.
  - g. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
  - h. Is found of canvassing, influencing or attempting to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.
38. Provision of Rajasthan Transparency in Public Procurement Act 2012 (Act No.21 of 2012) RTPP Rules 2013 Govt. of Rajasthan shall be applicable with regard to delay in supplies and other residue eventuates.

**To,****The Chairman,**University Sports Board  
Mohanlal Sukhadia University  
UDAIPUR-313001

Sub: Tender for supply of Sports Track Suit.

Ref: Your Tender Notice No. No. USB/MLSU/2022-23/522 Dated: 05-01-2022

Dear Sir,

With response to the above-referred Tender Notice, We are submitting our offer for supply of Games & Sports materials Code No ..... along with a DD No. \_\_\_\_\_ of Rs. \_\_\_\_\_ Drawn on \_\_\_\_\_ Bank at Udaipur as enclosed. The details are as under:-

1. Name of the Tenderer \_\_\_\_\_
2. (a) Address of the Tenderer \_\_\_\_\_  
(b) Phone No. with STD Code \_\_\_\_\_  
(c) Fax No. with STD Code \_\_\_\_\_
3. The rates for the supply of Games & Sports materials are as under.

S. No.	Items	Name / Make / Size / Model	Quantity	Rate (Including GST & Other Charges)
1.	<b><u>Track Suits</u></b> Track Upper : Made of Micro NS fabric Skin friendly 100% polyester 90 GSM with Clima Cool , Sweat absorbent , Wrinkle free, inner lining mesh clothing (GSM 110) with full front YKK Zip Track Lower : Made of Micro NSB, Open bottom with durable and superior quality elastic dori at the waist side two sides pocket with YKK Zip.		<b>About:</b> <b>600 Nos</b>	

I/We certify that above rates have been quotes after perusing all the terms & conditions of the tender and I/We agree to confirm these conditions

Place:

Date:

Signature of the Tenderer  
With Firm's Rubber Stamp**Note:** The rate should be quoted in the form only.

## **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 as specified in the Bidding Document;
3. I/ we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial 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 disqualified 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: Chairman Sports Board, MLSU

The designation and address of the second Appellate authority is: Comptroller, MLSU

### **(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 there under, he may file an appeal to first Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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 endeavour to dispose it of within thirty days from the date of the appeal.

**(3)** If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the first Appellate Authority, the Bidder or prospective bidder or the procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the 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 there of relating to the matter.
- (c) After hearing the parties, perusal or 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.



## AGREEMENT

*(To be executed on a non-judicial stamp of Rajasthan state @ Rs.500)*

An agreement made this.....day of  
.....between.....hereinafter

called as „the Supplier“), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the *Chairman Sports Boards Mohanlal Sukhadia University, Udaipur (Rajasthan)* herein after called „the Procuring Entity“ which expression shall, where the context so admits, be deemed to include his successors in office and assigns, of the other part.

WHEREAS the Procuring Entity invites Bids for certain Goods and Related Services ,viz.

.....  
.....and has accepted a Bid by the Supplier for the supply of those Goods and Related Services for the sum of.....(Amount in figures and words)  
(Hereinafter „the Contract Price“).

NOW THIS AGREEMENT WITNESSTH ASFOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as a part of this Agreement,viz.
  - (a) The Procuring Entity’s Notification to the Supplier of Award of Contract;
  - (b) The Bid Submission Sheet and the Price Schedule including negotiated price, if any, submitted by the Supplier;
  - (c) The Special Conditions of the Contract;
  - (d) The General Conditions of Contract;
  - (e) The schedule of Supply;
  - (f) Instructions to Bidders;
  - (g) The Notice Inviting Bids

In the event of any discrepancy or inconsistency within the Contract, the documents shall prevail in the order listed above

3. In consideration to the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring

Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of the defects therein, the Contract Price or such other sum as may become payable under the Provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

**Witness 1**

Signed by:

(for the Supplier)

Name .....

Designation.....

Address .....

.....

**Witness 2**

Signed by:

(for the Procuring Entity)

Name .....

Designation.....

Address .....

.....