



MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR-313039
ELECTRIC CELL

Tender No.8/1 (2017-18)

Name of work: - न्यू कैम्पस के भवनों का प्रतिदिन जोब वर्क बेसिस पर विद्युत मरम्मत कार्य ।

Issued to contractor:.....

DETAILS OF BUILDINGS AT NEW CAMPUS

1.	Administrative Block
2.	U.C.S.S.H.
3.	Pharmacy Deptt.
4.	Population Research Centre
5.	University College of Law
6.	Law College Hostel
7.	S.T. Boys Hostel
8.	M.D.S. Girls Hostel
9.	Polymer Science Building
10.	Tourism and Hotel Management Building
11.	Swarn Jayanti Guest House
12.	Vanijya Bhawan
13.	Gymnasium
14.	Ramanujan Hostel
15.	Faculty of Management Studies
16.	University Auditorium
17.	Vigyan Bhawan
18.	Biotec. & Environmental Sciences
19.	Estate Office
20.	V.C. Residence
21.	University Residential Quarters

DETAILS OF DAY TO DAY REPAIR/MAINTNENCE WORKS AT NEW CAMPUS

1.	Maintenance of Electric works at Residential Buildings.
2.	Maintenance of Electric works at Non Residential Buildings.
3.	Maintenance of Road Lights.
4.	Maintenance of Lights at Buildings.
5.	Maintenance of H.T. & L.T. Lines at Campus
6.	Testing & Connection of Various Motors & Pump Sets and Its Controls.
7.	Maintenance work of Control Panels.

COMPTROLLER

- (1) I/We hereby tender for the above work @ Rs..... Per Annum
as per Terms and Conditions of the Tender.
- (2) The amount will be paid partly on monthly basis after satisfactory completion of all
maintenance work as per rate quoted by the Tenderer for 12 Months.

Signature of contractor

Name of contactor:.....

Address:.....

.....

Phone No. (M)..... (O)..... (R).....

E-mail..... PAN NO.....

COMPTROLLER

TERMS & CONDITIONS:-

1. The work will be allotted day to day as per complaints received from Site Office, Electric Cell, University College of Science. After completion of work, contractor should submit verification from the concerned on the duty slip.
2. Required material will be issued job wise by the Electric Cell/Units which must be verified on duty slip by Unit Head/Person Concerned.
3. Dismantled, Unserviceable & Replaced materials must be deposited in the Electric Cell.
4. For not attending work proportionate payment will be deducted from the contractor.
5. The working hours of the workers will be from 9 a.m. to 5.30 p.m. with half an hour lunch break between 12.30 to 1.00 Noon. In absence of complaints the deputed persons by the contractors will present in Electric Cell during working hours.
6. The duration of the work order will be valid for 12 Months from the date of issue of order.
7. The bill shall be submitted partly on monthly basis as per rate quoted by the contractor.
8. The contractor shall abide by the labour laws in force.
9. The contractor shall be fully responsible in case of any theft or pilferage of departmental material from site, any casualty, accident etc.
10. Any type of tax if imposed or applicable as per Govt. Rules will be borne by Contractor.
11. The workers supplied (deputed) will not be permitted to join any Union and shall not taken part in any activities of any Union in touch with the University.
12. The contractor shall have to get the workers insured.
13. If there is any dispute between the employer (contractor) and the worker, the same will be settled by them selves and the University will not be responsible for that.
14. T.D.S. will be deducted as per rules.
15. Electrician/Wiremen should have license of competent authority as per I.E.Rules.
16. The contractor should not change the worker frequently.
17. The contractor should submit verification of works completed from various Unit Incharge.
18. The complaints/work should be attended immediately.
19. The contractor should be registered in the Labour Department & should have electric registration.
20. The contractor is fully responsible for any kind of accident and compensation.
21. The layout of the work will be given in parts as per need. The contractor has to complete the work within the specified time as ordered.
22. Any extra item required to complete the work is to be taken by the contractor.
23. The Electrician/Wiremen should have experience in related field.

24. The tenderer should provide Ladder, Tipaya, Crimping Tool, Tong Tester, Hand Gloves, Meggar etc. to the workers.
25. The tenderer should provide own vehicle to the Electrician/Wiremen to complete the Job.
26. The tenderer should provide the Mobile Phone to the Electrician/Wiremen so as and when necessity of the work we contact them to complete the urgent work.
27. The tenderer should submit the Identity Card of workers.
28. In case If Tenderer should not provide the workers, the office should arrange other workers to complete the urgent Job work and the payment should be deducted from contractor bill.
29. In case of failure of work, irregularity or service not found satisfactory, the Earnest Money shall be forfeited by this office.
30. Contractor will provide atleast one electrician and one helper services daily for the maintenance work

COMPTROLLER

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

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to first Appellate Authority, as specified in the 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 twenty 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 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 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.