



Faculty of Management Studies
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

PRESCRIBED TENDER FORM FOR THE SUPPLY OF COMPUTER SYSTEMS ON THE
TERMS AND CONDITIONS UNDER TENDER-CODE FMS/2019-20 IN REFERENCE TO
TENDER NOTICE No. FMS/MLSU/2019/1140 DATED 21.08.2019

Tender must be submitted strictly in accordance to all terms and conditions of the tender-notice, tender form of the university, 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 Director, The decision of the Director 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.

Encl. As above

DIRECTOR
FMS, MLSU

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 Rs..... DDno.....Dated:..... Bank
Tender fee Rs. 590/- Bank Draft/Pay Order payable at Udaipur. (Cheques /FDR are not acceptable)	DDno.....Dated:..... Bank

DECLARATION

I/We hereby declare that I/We have read all the 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



**Faculty of Management Studies
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR**

No. FMS/MLSU/2019/1140

Dated: 21.08.2019

TENDER NOTICE

Sealed tenders under two bid systems i.e. technical and financial are invited on or before 04.09.2019 at 2:30 pm, from OEM/Authorized dealer/Distributors of OEM for supply of Desktop Computers. 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.

Work Description	Estimated Cost	Earnest Money	Tender fee (Rs.)
(A) Computer Systems	Rs. 9.5 lacs	Rs.19,000/-	Rs. 590/- through DD only

DIRECTOR

(Ph. No. 0294-2470208)

E-mail fms@mlsu.ac.in



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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. Proof of Annual Turn Over which should not be less than Rs. 30 Lacs every year along with balance sheets, Trading and profit & loss Account for the last 2 years.
4. The DESKTOP COMPUTER must be manufactured by a company whose products have passed ISO9001 quality management system certification.
5. Bidder must have been in the business of DESKTOP COMPUTER with accessories system supply and installation during last three years.
6. Should be original equipment manufacture (OEM/Authorized dealership (AUD)/ distributors of OEM.
7. Should have successfully delivered and installed at least 30 desktop pcs at multiple locations in single order or separate order for desktop pc during last years.
8. Bidder must have service centre at Udaipur to attend maintenance calls since last three years.
9. The Earnest Money Deposit (EMD) of Rs. -----/- (Rupees ----- only) through a Demand Draft/Pay Order (No.....& Date.....)etc.
10. 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.)

DIRECTOR
FMS, ML SU, UDAIPUR



Faculty of Management Studies
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR
SCOPE OF WORK AND TERMS AND CONDITIONS

Supply of DESKTOP COMPUTER to University as described in Annexure-I

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. 19,000/- (Nineteen Thousand only) payable through Demand Draft/ Banker's cheque only drawn in favour of "Director, FMS, MLSU, Udaipur must be submitted to the director, FMS, MLSU, Udaipur on or before last date of bid submission without which the quotations will not be considered. All technical bid without requisite EMD will be rejected. The last dates of receiving the tender on 04.09.2019 at 2.30 p.m. and shall be opened the same date a 3.00 p.m.

3. Performance Security

The successful bidder will be required to provide a Performance Security Deposit of Rs. 47,500 (Forty seven thousand five hundred 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. Forfeiture of EMD/Bid security-** The EMD/Bid security taken from the bidder shall be forfeited in following cases:

- i.** When the bidder withdraw or modifies his bid proposals.
- ii.** When the bidder does not execute the agreement in accordance of RTTP Rues provisions after placement of order within specify 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. Technical Bid Format & Content

The Technical Bid shall not include any financial information. A Technical Bid containing material financial information shall be declared non-responsive.

- 6. 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 submitted in two separate sealed envelopes. The rates quoted should be inclusive of all charges such as labor, transportation, storage etc. but exclusive of taxes. Incomplete or ambiguous bids without documentary proof will not be considered.

7. 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.

- 8. The University reserves the right to award the contract to one or more tenderer depending on L-I rates quoted in the tender.
- 9. The University 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.

10. 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 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 %

Any liquidity damages would be deducted from the due payment.

- 11. Earlier EMD (if lying with University) will not be adjusted against the current bid.

12. 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 as per Annexure-E.

- b. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized person signing the bid.
- c. The bid, duly signed (digitally) by Authorized signatory, should be uploaded on the eproc portal in respective file/ format.

13. 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, on 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.

14. Evaluation of Technical Bid

- a. The evaluation shall be completed by the Bid Evaluation Committee as early as possible after opening of technical bids.
- b. The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause “Conflict of Interest” or “Disqualification.”
- c. The Technical Evaluation Committee will assess the ability of the agencies to render the requisite services based on its past record, profile and on such other criteria and only those found fit will be eligible for financial bid opening.
- d. The firms qualifying in technical evaluation will be informed.
- e. The bid evaluation committee shall have full powers to undertake negotiations if any.
- f. Tendering authority’s Right to accept/Reject any or all of the Bids: The tendering authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders.

15. 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.

16. 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.
17. 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.
18. The University shall accept the supplies F.O.R. Departmental Store situated at Udaipur only. Under no circumstances the University 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.
19. 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.
20. In case of any difference of opinion between the purchaser and the supplier about terms & conditions, the decision of the Director will be final.
21. The successful bidder shall have to deposit performance security 5% of the tender value in the form of DD/Bank Guarantee in favour of Director FMS, MLSU, Udaipur.
22. 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 reserves the right of taking any action including termination of the contract without assigning any reasons whatsoever. The University also reserves the right of imposing financial penalties for any losses caused to the University including loss of time.
23. 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 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.
24. 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.
25. 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.

26. 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 supply during the currency of the contract.
27. 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.
28. The earnest money shall be returned to the successful bidder only after receipt of performance security and will not carry any interest.
29. No advance payment shall be made for the supplies. The payment will be released through RTGS only.
30. 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 shall be final and binding on the firm/agency.
31. 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 FMS, Mohanlal Sukhadia University, Udaipur as per order and no transportation charges will be paid.
32. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice.
33. Legal proceeding, if any, arising out of this tender shall have to be lodged in courts situated in Udaipur and not elsewhere.
34. 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.
35. 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.
36. **Insurance-** The Bidder is responsible for acquiring insurance for all components equipment and software. The goods supplied under the contract shall be fully insured.

37. 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.

38. The vendor will provide support for operating system and other pre-installed software components during the warranty period of hardware on which these software & operating system will be installed. Defective hardware shall be replaced by Vendor at his own cost.

39. 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, Director, FMS, 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 competent to modify/amend the submitted tender deviations and rates offered by them.
- d) In the event the Director, FMS, MLSU does not find the lowest quoted rate. Acceptable to it, then the tender will be scrapped and may be re-invited, or MLSU may take any other suitable action as deemed fit looking to exigency of the work.

40. 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.
- 41.** 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.



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TECHNICAL BID

1. Name and address of the Bidder:

Please submit technical bid with supporting documents along with EMD in a separate envelope as prescribed under para (1) of special terms and conditions.

S. No.	Particulars	Information to be provided by the Bidder	Check (Yes) (No)
1	Name of the Bidder with complete address and Telephone/ Mobile number		
2	Earnest Money Deposit in favour of Director, University Computer Centre, MLSU, Udaipur	Tender fee. Amount: DDNo. Processing Fee: Amount: DD No. EMD: Amount: DD No.	
3	Registration Number & Date of establishment of the firm (copy of registration should be attached as a proof)		
4	The company should have executed orders of Rs. 30 lacs or more government/ PSU/ Universities/ Education Boards (please attach the copy of the purchase order)		
5	The average turnover of the company during last three financial year must be Rs 30 lacs or more. CA certified audited balance sheet will be valid for the year 2018-19		
6	GST and PAN number of the firm(Enclose Photocopy)		
7	Details of service centre alongwith the list of qualified service engineers etc.		
8	Successful bidders of outside Udaipur should establish an office or his agency at Udaipur.		
9	Whether your firm has been blacklisted by any Government/PSU/Board/University. Submit an undertaking	Attest Self Declaration Certificate	
10	Do you agree to complete the supply in the specified period?		

This is to certify that I /We have read all the terms and condition of the tender and agree to abide by the same. We have also read eligibility conditions to participate in the tender, details of the work to be carried out and other details made available with this Bid – Form

Date:

Signature of the Authorized Signatory
Rubber Stamp of the firm



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Supply of Computer Systems

(The bidder must write Yes/No against each specification of the equipment. In case of any deviation kindly mention explicitly)

S.No.	Item & Specification	Make and Model	Compliance (YES/NO)
	Computer Systems		
A	Desktop - Core i3 alongwith specification para C		
B	Desktop - Core i5 alongwith specification para C		
C	<p style="text-align: center;">Brand- HP/Dell/Lenovo</p> <ul style="list-style-type: none"> • Processor Generation - 6th or higher • Processor Make - Intel • Chipset - Intel H110 • RAM Size - 4 GB • RAM Expandability - 32 GB • RAM Speed - 2133 MHz • Type of RAM - DDR 4 • Hard Disk – 1TB • Monitor Resolution - 1366x768 PIXELS • Monitor Size - 18.5 INCHES • Optical Drive - 1 No. • Mouse - Optical • Keyboard - Standard • Operating System (Pre-Loaded) - Windows 10 Home Single Language with M.S. office latest • Graphics - Integrated • Graphics Type - Integrated • Expansion Slots (PCI) - 1 No. • Expansion Slots (PCIe x 16) - 1 No. • Network Connectivity - 10/100/1000 on board Integrated Gigabit Port • DIMM Slots - 2 No. • Expansion Slots (PCIe x 1) - 2 No. • Internal Bays - 2 No. • USB Port 3.0 - 2 No. • Power Supply - 200W Watt • Cabinet Volume - 24 Ltr & above Litres • External Bays - 3 No. • USB Port 2.0 - 4 No. 		

	<ul style="list-style-type: none">• Power Efficiency - 85 %• DVI-D - Available• Serial Port - Available• VGA - Available• Monitor Certification - TCO 6.0• Cabinet - Tower Energy Star for the given Model		
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Date:

Signature of the Authorized Signatory
Rubber Stamp of the firm

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 aperiod 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:
Place:

Signature of bidder
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 Ahgrieved 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 tolie 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 steted in the appeal and proof of payment of fee.
- (c)Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(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 procurementportal.

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.