



MAHARAJA GANGA SINGH UNIVERSITY, BIKANER

JAISALMER ROAD, NATIONAL HIGHWAY NO. - 15, BIKANER

Website: <http://www.mgsubikaner.ac.in/>

TENDER NOTICE

Tenders are invited under double bid system from registered firms/ authorised dealers. Tender form and conditions can be downloaded from www.mgsubikaner.ac.in and <http://sppp.rajasthan.gov.in> .Tenders will not be accepted through post/courier. Tender form of only those firms will be opened online for qualifying Technical bid whose Demand Drafts in respect of Tender fees of Rs. 200/- , EMD of Rs. 12,000/- in favour of “Registrar, Maharaja Ganga Singh University, Bikaner” payable at Bikaner and sealed tender documents will be received in the Office of Registrar, Maharaja Ganga Singh University, Bikaner within the stipulated time i.e 11-08-2017 upto 2:00 pm. University reserves the right to accept/reject any tender in full or part there of without assigning any reasons. In case of holiday , the tender will be received on next working day and will be opened the same day at the decided time: The date and time of opening financial bid will be communicated seperately.

Registrar

1.1 Maharaja Ganga Singh University intends to hire **62 KVA D.G. sets** for Prashasnik Bhawan of University reputed make viz. Cummins / Kirloskar /Greaves/Mahindra & Mahindra, Ashok Leyland engine coupled with Kirloskar / Stamford /Leroy Somer/ Mecc Alte alternator suitable to generate **3 phase 415 volts . 50 Hz at 1500 r p m** complete in all respects with acoustic enclosure confirming to the norms of pollution control board , on rental basis all inclusive, for its operation in case of interruption of normal power supply to the office including low voltage and fluctuation if any, during the working hour i.e. **from 10:00 AM to 05:00 PM or “AS AND WHEN REQUIRED”** including Sunday & holidays. Offers are invited on percentage rate basis only from eligible Firms / Agency under two bid (Technical & Financial Bid) system having installed minimum rating of 62 KVA D.G. set on hire basis in any Government / Public sector undertaking including its operation and maintenance all inclusive complete in all respects. The firm / agency must have satisfactory experience of at least three years in respective field. Bidders must submit fees of tender document & EMD by Demand Draft/cash in the scheduled time tender notice drawn in favour of **Registrar, MGS University, Bikaner**, Rajasthan, (Payable at Bikaner) along with technical bid. The bid form downloaded through MGSU website submitted without tender fees and EMD will not be accepted.

The “Technical Bids” will be opened on the same day at 3.00 PM by the tender opening committee in the presence of bidders or their authorized representatives willing to participate.

NOTE:

1. All interested vendors should submit one common technical bid cum empanelment form along with all documents, prescribed fee for cost of form Rs. 200/-
2. Financial bids should be submitted by all vendors in separate envelope.
3. Prescribed EMD as per Tender Notice should be remitted in separate envelope along with prescribed fee for cost of form Rs. 200/-.

Agency / Firms fulfilling the following criteria will be eligible for participating in the bid :

1. Yearly average turnover of the contractor for last 03 (three) financial years should be at least Rs. 2.50 lacs.
2. Agency / Firm must have completed the works of similar nature involving complete works such as Civil works , installation of D.G. sets , earthing work , integration with existing electric distribution system , electrical cabling works of public sector undertakings / institutions (Govt. Sector/ Semi - sponsored Institutes / Reputed MNCs / Organizations/Public sector undertakings Universities). Experienced firms will be given priority
3. VAT Clearance certificate upto **31 March 2017** OR as per the latest guideline of the concerned department/ Govt, policy. Agency / Firm should submit the Sales Tax / VAT certificates along with the bid.
4. Trade License certificate and Professional License No.
5. Valid registration certificate from CPWD / PWD / MES / Railways / Govt. / Semi Govt. Organizations or any other private Organization of repute.
6. List of organizations where D.G. sets are installed on hire basis in last three years with supporting documents such as work order / Letter of intent.
7. Performance certificate of best two works of similar nature issued by the respective Officer of the Deptt. / Company alongwith Name, Designation and Deptt. to be submitted.

Supporting documents in regard to the above mentioned points should be uploaded along with“Technical Bid”. Financial Bid of only those parties shall be opened who Qualify in “Technical Bid”.

No Brokers / Intermediaries shall be entertained. MGSU reserves the right to accept or reject any or all offers in full / part without assigning any reasons whatsoever.

Registrar

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INSTRUCTIONS TO BIDDERS

1. The filled in tenders should be submitted to the address given below :

Registrar
Maharaja Ganga Singh University,
Jaisalmer Road, National Highway No.-15, Bikaner

2. The technical bid will be opened by the "Tender Opening Committee" on the same day i.e. _____ at **3.00 PM** in the presence of bidders or their authorized representatives if they are willing to attend. After scrutiny of the technical bids, the date of opening of financial bids will be intimated to those bidders whose offers are found suitable.
3. The tender form consists of the following documents, i.e.,
 - i) Instructions to bidders and Terms & Conditions.
 - ii) Technical part.
 - iii) Financial part.
 - iv) EMD & Tender fees

The offers are to be submitted in Two Bid system i.e., Technical Bid and Financial Bid. The Technical Bid consists of all the required information called for in the questionnaire. The envelope shall contain the addressee's details and details of the bidder also.

4. The price bid shall contain only financial details i.e., rate and other financial implications. The Financial Bids will be placed in the Envelope - II and superscribed with addressee and bidders details .

5. All the three envelopes will be placed in a fourth envelope (Envelope - IV) and sealed and submitted to the Registrar at the address given above. The envelope must be superscripted with "Bids for SITC of 62 KVA soundless / noiseless Diesel Generator set (D.G. Set) in Acoustic enclosure on hire basis at Maharaja Ganga Singh University, Bikaner. The last date for submission is _____ up to 02:00 p:m and will be opened on same day at 03:00 p:m
6. **Refund of EMD:** - EMD shall be refunded as under:
 - i- EMD of Non Eligible Firms / Agencies shall be refunded within 30 (Thirty) day from the date of opening of Technical Bid.
 - ii- EMD of all unsuccessful Firms / Agencies shall be refunded within 30 (Thirty) days after awarding the contract to the successful bidder.
 - iii- EMD of lowest bidder shall be refunded separately or adjusted along with the Security Deposit.
 - iv- In case the lowest Firm / Agency refused to install the D.G. Set after issue of acceptance letter, a notice shall be served to them by giving 30 (Thirty) days time failing which their EMD amount lying / retained with us shall be forfeited without any further correspondence.
7. The following documents should be enclosed along with the Technical Bid:
 - (a) Trade License Certificate.
 - (b) Professional License No.
 - (c) Service Tax Registration Certificate.
 - (d) List of clients with D.G. Set supplied on hire basis with date and location of installation during last three years.
 - (e) List of current contracts with capacity of D.G. Set.
 - (f) Attested copies of work order.
 - (g) Performance certificate issued by clients during last three years.
 - (h) Certified copy of average annual turn over of the firm / agency.
 - (i) Sales Tax / VAT /GST Registration and Clearance certificate.
 - (j) PAN Card.

If any of the above documents are not enclosed along with the offer fi.e Technical Bid) by the Firms / Agency such firms shall be declared as Non Bonafied / None Eligible and their Financial Bid will not be opened.

8. All the pages of the tender documents are to be signed by the authorized signatory of the tenderer and then uploaded. Any over writing or use of white ink is to be duly initialled by the tenderer. University reserves the right to reject the incomplete bids and bids lacking in details and without signatures.
9. Tenderers should note that their tenders should remain open for consideration for a minimum period of 45 (Forty five) days from the date of opening of "Technical Bids".
10. Tenders received late, not in properly sealed cover, received telegraphically & Conditional or not conforming to the prescribed conditions or not complete in all respects will be rejected.
11. If any of the dates mentioned above happens to be a holiday, the transaction will be made on the next working day.
12. The Tender Inviting Authority reserves the right to accept any tender or to reject any or all tenders at his sole discretion without assigning reasons thereof. The tender inviting authority does not bind to accept the lowest tender.

Place:

Date: Registrar



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TENDER SCHEDULE

SI No	Description	
1	Name of work :	S//T/C of 62 KVA soundless / noiseless Diesel Generator set (D.G. Set) in Acoustic enclosure on hire basis at various location in University.
2	Estimated rent per month	As mentioned in the respective price bid
3	Tender value	Rs.6,00,000/-
4	Cost of tender document	Rs. 200/- (Rupees Four Hundred only)
5	Earnest Money Deposit	2% of the Tender value
6	Time Period for Tender form/Bid Document submission	_____ upto 02:00 :m
7	Time Period for Tender form/Bid Document opening	_at 03:00 p:m
8	Time Limit for installation of the D.G. Set	45 (Forty five) days from the date of acceptance letter.
9	Contract period	02 year (Initially) and then extension of one year .
10	Security Deposit	5 % of the estimated Tender Cost.
11	Notice period for Termination of contract.	01 month on either side.
12	Validity of tender	45 (Forty five) days from the date of opening of Technical Bid.

Sub: Tender for SITC of 62 KVA NOISELESS/ SOUNDLESS D.G set in acoustic enclosure on hire basis” for Maharaja Ganga Singh University, Bikaner

This tender consists of two parts, viz., Technical Bid including Instructions to Bidder, Terms and conditions and Financial Bid containing expected price only. Separate Technical and Financial bids are to be submitted for each proposal. The Technical Bid, Financial Bid and the Earnest Money Deposit (EMD) should be sealed in envelopes. The use of envelopes will be as under:

- (a) **Envelope marked as I:**The duly completed **Technical Bid** along with supporting documents be put in this envelope and sealed.
- (b) **Envelope marked as II:**The duly completed **Financial Bid** be put in separate envelope for each branch and sealed.
- (c) **Envelope marked as III:**The DD or Bankers cheque for “Earnest Money Deposit” along with Tender Fees be put in this envelope and sealed.
- (d) **Envelope marked as IV :**All the three envelopes shall be placed in envelope marked **_IV** and sealed (i.e. Envelopes marked as IV , will contain three envelopes marked as I , II & III) and submitted to Registrar, Maharaja Ganga Singh University, Bikaner in sealed condition “**Super scribing as “Tender for SITC of 62 KVA D.G set on hire basis”**”

GENERAL TERMS & CONDITION

The scope of services and terms& conditions for hiring the D.G. Set is as under:

1. The terms and conditions along with the instructions will form part of the tender to be submitted online by the tenderer to Maharaja Ganga Singh University,
2. Tender which is received on account of any reason after the expiry of time and date fixed for submission of tenders shall be termed as **‘LATE’** tender and not to be considered. Such tender shall be returned to the concerned party without opening the same.
3. All Firms / Agency are requested to submit the Demand Drafts in with the relevant documents / information at the following address:

Registrar

**Maharaja Ganga Singh University,
Jaisalmer Road, National Highway No.-15, Bikaner**

4. All columns of the tender documents must be duly filled in and no column should be kept blank. All the pages of the tender documents are to be signed by the authorized signatory of the tenderer. Any over writing or use of white ink is to be duly initialled by the tenderer. University reserves the right to reject the incomplete bids and bids lacking in details and without signatures.
5. The offer should remain valid at least for a period of 45 (Forty five) days to be reckoned from the date of opening of "Technical Bid".
6. There should not be any deviation in terms and conditions as have been stipulated in the tender documents.
7. The Technical bids will be opened online on (Date & Time) at our above office. All tenderers are advised in their own interest to be present on that date, at the specified time.
8. Canvassing in any form will disqualify the tenderer.
9. Income-Tax and Statutory clearances shall be obtained by the vendors at their own cost as and when required. **All payments to the successful vendor shall be made by Account Payee Cheques only.**
10. In case the space in the tender document is found insufficient, the bidder may use separate sheets to provide full information which should be properly scanned and uploaded.
11. Rates are to be quoted for running the D.G. Set monthly including rental charges for each rating of D.G. Set complete with all accessories on hire basis be filled in BOQ of Financial Bid.
12. The operator provided by the supplier, should possess the requisite & valid electrical License, for running D.G. Set.
13. All cost for maintenance and servicing of the generator including the cost of spare parts and periodical replacement of Mobil oil are to be borne by the D.G. set contractor.
14. The D.G. Sets should be maintained properly to keep those in satisfactory running condition at all times for supplying emergency power for a load at least 90% of rated output of respective generators.
15. The permission of statutory authorities towards installation of D.G. Sets will be obtained by the supplier of D.G. Set at their cost.

16. The arrangements for providing accessories like cables, change-over switches etc., if required, will be made by the contractor at their own cost.
17. The arrangements for providing exhaust pipeline of the D.G. Set, as per requirement & specification of Statutory Authorities, will be made by the contractor at their own cost.
18. Mending of any damage caused to the University property during loading, unloading of the D.G. Set in University premises at the time of installation or taking out D.G set from University Premises will be done by the contractor to original finish, at their cost.
19. The successful bidder should install and commission the D.G. Set in MGSU premises within 45 (Forty five) days from the date of awarding the contract.
20. Electricity Duty, if any, payable to the State Govt., depending on running hours of the D.G. Set shall be borne by the contractor. Installation of the energy meter with its calibration and registration with the Statutory Authority shall be done by the contractor at their cost.
21. The contract shall remain in force initially for a period of two years from the date of installation and satisfactory commissioning of the D.G. Set at site. However, the contract is subject to termination at any time if the services are not found satisfactory or for any other reason whatsoever by serving three calendar months notice on either side. Also University can terminate the contract by serving one calendar month notice if the services of DG set are not required. The contract may be renewed for further period of one year at mutually agreed rates / charges and keeping other terms & conditions unchanged, depending on satisfactory services rendered by the generator supplier and requirement of the office.
22. In case of any major break-down of D.G. Sets requiring repairing time for more than one day, an alternative interim arrangement will be made by the generator provider immediately by providing a substitute generator of adequate capacity at no extra cost. For non-functioning of the D.G. Set or in the event of failure on the part of the generator supplier to provide an alternative interim generator of adequate capacity, within one day during power failure / load shedding, penalty deduction shall be made based on OT rate for running of DG set beyond normal hours and if the same is not restored within 24 hours, corporation will be free to hire another DG set from the market at the risk and cost of contractor limited to double the amount quoted by the contractor.
23. **Tenders should be submitted along with the requisite Earnest Money Deposit amount in the prescribed mode. Tenders submitted without Earnest Money Deposit will be summarily rejected. The Earnest Money will not bear any interest.**
24. The successful bidder will also have to remit performance Security Deposit by DD / Pay Order / Banker's Cheque for an amount equal to 5 % of Estimated tender amount of a year within 7 days from the date of issue of acceptance letter. Work order for commencement of the work will be issued separately within seven days after the

contractor remit the requisite performance Security Deposit. If the successful bidder agrees to convert the EMD amount to Security Deposit , in that case the contractor shall has to deposit an amount equal to 5% of accepted tender of a year less EMD amount deposited along with the tender within 15 days from the date of issue of acceptance letter. Please note that the Security Deposit will not bear any interest and the same will be refunded to the contractor after the closure of the contract.

25. The successful bidder will have to execute an Agreement with the MGSU on Non - judicial stamp paper of requisite value and as per the draft of Agreement to be provided by the MGSU, within 14 (Fourteen) days from the date of issue of work order for commencement of the work. No payment will be made until the Agreement is executed. Please note that necessary instructions for payment will be issued.
26. In case the successful bidder remit the full amount of Security Deposit (i.e. 5 % of estimated annual rent of a year by DD / Pay Order / Banker's Cheque) in that case their EMD amount will be refunded after execution of the Agreement.
27. The deployment of operator for running the generator should comply with the Labour Legislation Act and Minimum wage Act of Govt, of India and the State Govt.
28. The contractor will have to remove the D.G. Set from the University premises within 07 (Seven) days from the date of termination or closure of the contract at their cost, else demurrage charges @ 1000/- (Rupees One thousand only) per day will be levied by the MGSU, on the contractor. The D.G. set shall have to be run in the event of load shedding / power cut / breakdown / single phasing / erratic power supply from supply Co. on all working days.
29. Please note that D G set shall comprise Diesel Engine of Kirloskar / Cummins /Greaves/Mahindra &Mahindra/Ashok Leyland coupled with Alternator of Stamford / Crompton / Kirloskar/ Leroy Somer/Mecc.alte O.E.Ms ie Jakson / Bhaskar will only be accepted. The approval of make of Engine, Alternator & Enclosure must be obtained well before procurement. If the tenderer wishes to procure the D.G. Set other than approved make, they must submit the proposal along with copy of certification as mentioned & obtain approval of Registrar well before procurement of D.G. Set. If at any stage it is found that DG set provided is

- not of our approved make, MGSU reserves the right to ask the contractor to remove the DG set & provide new DG set as per approved makes.
30. The successful tenderer has to submit copies of invoices after procurement of D.G.Set,
The name, address & phone no. of service centre shall also be mentioned.
 32. Hiring charges shall be payable from the date of commissioning / date of energizing the electrical installation.
 33. **The quoted rate with taxes for running the D.G set on monthly hire basis shall be inclusive of cost of DG set installation, operation (including operator) , cost of diesel price prevailing in the market at the date of opening of tender, lubricant, maintenance, tools, security etc. complete required for D G set operation. Please note that any variation (Increases / Decreases) in the price of diesel will be considered for payment / recovery as per the Govt, notification issued for diesel price.**
 34. **Price adjustment for the cost of running of DG set due to variation in diesel price-** Price adjustment shall be done on the basis of actual consumption of diesel for operation of DG in a given period. For adjustment on account of price variation in diesel price, quantity of diesel consumed shall be determined on the basis of standard fuel consumption chart on different percentage of load, supplied by the standard DG set manufacturer like Kirloskar/ Cummins etc.
 35. **A Log book shall be maintained for recording the daily running of DG set including over time which should be signed by authorized representative of MGSU.**
 36. The rate quoted shall be written in **FIGURES & WORDS** both & if there are any corrections same shall have to be initialed by the contractor . **Please note that quoted rates shall be inclusive of all prevailing taxes viz G.S.T, or any other taxes , duties , levies etc as applicable & nothing extra shall be paid on any account.**
 37. Bill shall be submitted in triplicate in the first week of the following month along with the Xerox copy of Logbook and original Log Book for certification and settlement of the bill. The payment will be made after deducting the Income Tax and Works contract Tax etc. at source as per the rules from the running bills. **No payment will be made until the Agreement is executed.**
 38. If required Tenderer has to submit necessary approval from pollution control board / Directorate of electrical safety without any extra cost to MGSU. Sound and pollution level shall be maintained within the prescribed limits.
 39. Successful tenderer has to obtain policies to cover T.P., Fire and W.C. Insurance cover of suitable amount for each policy which shall remain in force till the contract, period and extension if granted. No payment shall be released, if the insurance lapses during contract period.
 40. Tenderers are requested to visit to the site of work before quoting their rates.
 41. The essential service electrical load shall be connected to D. G. set.
 42. Agency has to arrange suitable foundation, earthing with copper earth plate and suitable size cable up to changeover switch provided in panel etc. as per relevant IS –

Code which has to be certified / confirmed by the Engineer. Nothing extra shall be paid in this regard.

43. Unauthorized supply of power to other agency / firms from the D.G.set installed at our premises if any are found , penal action will be taken against the vendor as deemed fit.
44. MGSU shall not be responsible for any injury partial or permanent or death of any worker at site due to accident or any other reasons or by personal negligence of the staff of the contractor. MGSU will remain indemnified by the contractor on this account.
45. The firm shall be fully responsible for any liability / compensation in case of any accident or otherwise any untoward incident at his own risk for the staff deputed by the firm and MGSU shall not give any compensation.
46. First Aid box shall be arranged by the contractor at site of work at their cost.
47. Timing may change according to the MGSU's requirement.
48. The contractor shall not sublet the contract to any other party / contractor.
49. Contractor shall be solely responsible for payment of wages / salaries and allowances to his personnel that might become applicable under any Government order. MGSU shall have no liability whatsoever in any manner.
50. For running the generator beyond the schedule hours , permission in writing shall be taken from the MGSU and a copy of the same shall be produced while claiming the overtime charges.
51. MGSU will provide suitable space for installation of D.G.set but other infrastructures to be arranged by the vendor.
52. **The following tests shall be performed at manufacture's outlet prior to packing & dispatch to site**
 - (a) **Load test at full load 50% load, 75% and 110% overload.**
 - (b) **Fuel consumption at full load, 75% load, 50% load and 25% load.**
 - (c) **Other routine test as per IS / BS on alternator, exciter and AVR. Original copies of the test certificates shall be submitted to MGSU.**
 - (d) **Noise level measurement.**
53. In case of dispute , the matter shall be settled mutually, failing which the decision of the Chief Engineer, MGSU, shall be final and binding on the bidders.
54. MGSU, reserves the right to accept any tender or to reject any or all tenders at his sole

ANNEXURES TO BE SUBMITTED BY THE FIRM / AGENCY UNDER TWO BID SYSTEM

Re: Tender for SITC of 62 KVA soundless / noiseless D.G. Set in acoustic enclosure on hire basis for University

TECHNICAL BID

SI No	Description	Remarks
1	Name of the Firms / Agency :	
2	Address & Phone No	
	Fax No.	
	E - Mail ID	
3	Name of the contact person.	
	Phone No.	
4	Name of the Proprietors / Partners	
5	PAN Card (Enclose attested copy).	
6	Trade Licence Certificate (Enclose copy).	
7	Sales Tax / VAT /GST Registration and Clearance certificate (Enclose attested copy).	
8	Professional Licence No (Enclose copies).	
9	Service Tax Registration Certificate (Enclose attested copy).	
10	List of clients with D.G.Set supplied on hire basis with date and location of installation during last three years (Enclose as per annexure - A).	
11	List of contracts in hand (Enclose as per annexure - B).	
12	Copies of work order (Enclose attested copies).	

SI No	Description	Remarks
13	Average annual turn over of the firm / agency (Enclose Certified copy). i) F.Y.....to F.Y..... ii) F.Y —to F.Y----- iii) F.Y..... to F.Y..... iv) Average	
14	Performance certificate issued by clients during last three years (Enclose attested copies).	

Signature of vendor with seal

Place :

Date :

List of works completed.

Annexure - A.

Sl No	Details of the Organisation / Firm		Capacity of D.G Set (KVA)	Type of D.G Set	Details of Order			
	Name of Firm / Agency	Postal Address			Reference No & Date	Date of Commencement	Contract period	Contract amount (Rs.)

Signature of the Firm / Agency (With seal & date)

List of contracts in hand.

Annexure - B.

Sl No	Details of the Organisation / Firm		Capacity of D.Q Set (KVA)	Type of D.G Set	Details of Order			
	Name of Firm / Agency	Postal Address			Reference No & Date	Date of Commencement	Contract period	Contract amount (Rs.)

Signature of the Firm / Agency (With seal & date)

FINANCIAL BID

Re: Tender for SITC of 62 KVA soundless / noiseless D.G. Set in acoustic enclosure on hire basis for Maharaja Ganga Singh University , Bikaner

S. No	Particulars	Required capacity of D.G. set	Rate per month with all taxes
1.	Rate with all taxes per set of DG to be supplied on hire basis in University	62 KVA	

Note: The contractors are advised to examine the location of University load shading condition and other factors personally before quoting the price bid.

Agreed & Confirmed

Registrar

Signature of contractor With Seal & Date

discretion without assigning reasons whatsoever. The tender inviting authority does not bind to accept the lowest tender.

56. SETTLEMENT OF DISPUTE, ARBITRATION

- i. All disputes or difference arising out of or in connection with the contract and supply of any item assigned under the same (whether during the progress of the works or after their completion, determination, abandonment or breach of the contract) shall be settled by the Higher Authorities of the University.
- ii. It is also a term of the contract that if the supplier (s) do not make any demand in respect of any claim (s) or dispute in writing within 90 days of submission of the final bill for payment, the claim of the supplier will be deemed to have been waived and absolutely barred and the University will be discharged and released of all liabilities under the contract in respect of these claims.

56. LAWS AND REGULATIONS

The formation, validity and performance of this Contract shall be governed as to all matters by and under the laws and regulations of India and courts of Bikaner (Rajasthan) shall have exclusive jurisdiction in all matters arising under this Contract. The Supplier shall respect and abide by all laws and regulations of India and shall make its best effort to ensure that the personnel of the Supplier and their dependents, while staying in India, shall respect and abide by all laws and regulation of India. The Supplier shall protect, absolve and indemnify the University, and their representatives from any claim, loss or damage arising from any non compliance alleged or proved, without claiming them for payment.

59. Forfeiture of Security Deposit-

Security amount in full or part may be forfeited in the following cases:-

- i. When any terms and conditions of the contract is breached.
- ii. When the tenderer fails to make complete supply satisfactorily
- iii. Notice of reasonable time will be given in case of forfeiture of security deposit.

The decision of the University in this regard shall be final.

60. Liquidated damages:-

- i. The time specified for delivery in the tender form shall be deemed to be the part of the contract and the successful tenderer shall arrange supplies within the period from the date of supply order issued by the **Registrar, Maharaja Ganga Singh University, Bikaner (Rajasthan)** .
- ii. In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores which the tenderer has failed to supply:-
 - (a) Delay up to one fourth period of the prescribed delivery period 2.5%
 - (b) Delay exceeding one fourth but not exceeding half of the prescribed period 5%
 - (c) Delay exceeding half but not exceeding three fourth of the prescribed period.7.5%
 - (d) Delay exceeding three fourth of the prescribed period. 10%
 - (e) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 - (f) The maximum amount of liquidated damages shall be 10%
 - (g) All rest conditions will be as per GF&AR rules

NOTE : IT WILL BE NECESSARY FOR THE APPROVED FIRM TO PROVIDE ONE SERVICE PROVIDER PERSON FOR CARRYING OUT THE OPERATIONAL ACTIVITIES OF THE GENERATOR IN THE UNIVERSITY WORKING TIMING AND ALSO ON THE OTHER HOLIDAYS AS DIRECTED. THE FIRM WILL WIL ENGAGE SUCH PERSON AT ITS OWN COST AND WILL PROVIDE IDENTITY CARD OF THE SAME WITH DETAILS OF NAME , HOME ADDRESS,FIRM ADDRESS AND PHONE NUMBER SO THAT THE SAME MAY BE DIRECTED DIRECTLY FOR SORTING OUT THE PROBLEMS.

Agreed & Confirmed

**Signature of contractor With
Seal & Date**

Registrar

ANNEXURE

(A)

Compliance with the code of integrity and no conflict of interest

Any person participating in a procurement process shall-

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

Conflict of Interest:-

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

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

- i. A Bidder may be considered to be in Conflict of interest with one or more parties in a bidding process if, including but not limited to;
 - a. Have controlling partners/shareholders in common; or
 - b. Receive or have received any direct or indirect subsidy from any of them; or c. Have the same legal representative for purpose of the Bid; or
 - d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of

another Bidder, or influence the decision of the procuring Entity regarding the bidding process; or

- e. The bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Service that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.

Place:

Signature of the Bidder

Date:

ANNEXURE

(B)

Declaration by the bidder regarding qualifications

In relation to my/our Bid submitted tofor procurement ofin response to their Notice Inviting Bids No.....DatedI/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 specification in the Bidding Document;

3. I/We have are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conducted or the making of false statement or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceeding;
5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding

Document, which material affects fair competition;

Date:

Signature of bidder

Place:

Name:

Designation

Address:

ANNEXURE

(C)

Grievance redressal during procurement process

The designation and the address of the first Appellate Authority is Registrar, MGSU, Bikaner. The designation and the address of second Appellate Authority is Hon'ble Vice Chancellor, MGSU Bikaner.

(1) Filing an appeal

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

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

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

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall 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 Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidder 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 authorized representative.

(6) Fee for Filing Appeal

- (a) Fee for first appeal shall be two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a

Scheduled Bank in India payable in the name of Appellate Authority
concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be upon filing of appeal, shall issued notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date of fix hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall,-

- (i) Hear all the parties to appeal present before him; and
- (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

ANNEXURE (D)

Additional conditions of contract

1. Correction of arithmetical errors

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

- 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 in the amount in figures shall prevail subject to (i) and (ii) above.

If the 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 Deceleration 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 price or other terms & conditions of the Bid and the conditions of 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 compensation except otherwise provided in the Conditions of Contract.

- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Service Provider fail to do so, the Procurement Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Service Provider.

3. Dividing quantities among one than more 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 Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.