



**PANDIT DEENDAYAL UPADHYAYA SHEKHAWATI UNIVERSITY, SIKAR (RAJ.)**



## **E- TENDER DOCUMENT-06/2022-23**

**FOR**

**PRINTING AND SUPPLY OF ANSWER BOOKS WITH PAPER WITH OMR SHEET COVER PAGE**

Mode of Bid Submission	: On line ( E-Tender)
Procuring Entity	: Pandit Deendayal Upadhyaya Shekhawati University, Sikar 332034
Document download start Date & Time	: 18.01.2023 03.00 PM
Last date & time of On-line submission of Technical Bid	: 08.02.2023 upto 03.00 PM
Date & Time of submission of Tender Fees, Earnest money, Processing Fees etc.	: 08.02.2023 upto 05.00 PM
Date & Time of opening of On-Line Technical. Bid	: 09.02. 2023 Upto 03:00 PM

-Cost of E-Tender Document and fee in favour of Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar Rs. 2500/-

-E-Tender Processing Fee in favour of MD, RISL, Jaipur Rs. 1000/-

- EMD Rs. 300000/- in favour of Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar

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*Handwritten signature*

**Name & Signature of Bidder with Seal**





## Tender Document Fee Detail

Bidder's Name : \_\_\_\_\_

Address : \_\_\_\_\_

Phone : \_\_\_\_\_ Fax : \_\_\_\_\_

Email : \_\_\_\_\_

Bank Draft Detail:

(1) Number : \_\_\_\_\_ Dated \_\_\_\_\_: \_\_\_\_\_ Bank Name : \_\_\_\_\_

for Rs. 2500/- only (Two Thousand & Five Hundred Only). **Tender Fees.**

(2) Number : \_\_\_\_\_ Dated \_\_\_\_\_: \_\_\_\_\_ Bank Name : \_\_\_\_\_

for Rs. 1000/- only (One Thousand Only) **Processing Fees.**

(3) Number : \_\_\_\_\_ Dated \_\_\_\_\_: \_\_\_\_\_ Bank Name : \_\_\_\_\_

for Rs. 300000/- only (Three Lacs Only). **EMD.**

Bid Documents submitted on \_\_\_\_\_

Name & Signature of Bidder with Seal

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*Handwritten signature/initials*





**TABLE OF CONTENTS**

S.No.	SUBJECT	PAGE NO.
1-	INVITATION FOR BIDS (IFB) ONLINE FOR E-TENDER	4
2-	CHAPTER-1 NOTICE INVITING e-TENDER	5
3-	CHAPTER-2 INVITATION FOR BID (IFB) & NOTICES INVITING	9
4-	CHAPTER-3 SCOPE OF WORK AND DETAILED TECHNICAL SPECIFICATION	10
5-	CHAPTER-4 ELIGIBILITY CRITERIA	11
6-	CHAPTER-5 INSTRUCTIONS TO BIDDERS	15
7-	CHAPTER-6 CONDITIONS OF CONTRACT	29
8-	CHAPTER-7 FINANCIAL TERMS	32
9-	TENTATIVE FORMAT OF OMR SHEET COVER OF ANSWER BOOK	35
10-	Format – 1 BID COVERING LETTER	36
11-	Format – 2 BIDDER'S AUTHORISATION CERTIFICATE	37
12-	Format – 3 DECLARATION (NOTARIZED AFFIDAVIT)	38-39
13-	Format – 4 DECLARATION FOR PRICE SCHEDULE/ FINANCIAL BID	40
14-	Format – 5 PRICE SCHEDULE	41
15-	Format - 6 AGREEMENT FORM	43
16-	Formate-7 अनुलग्नक-“अ** सत्यनिष्ठा की संहिता	46
17-	Annexure B : Grievance Redressed during Procurement Process	47-48
18-	ANNEXURE C : Additional Conditions of Contract	49
19-	Memorandum of appeal- Form No. 1	50

Name & Signature of Bidder with Seal





## INVITATION FOR BIDS (IFB) & Guide LINES FOR E-Bid Notice Inviting

### Tender (NIT)

- 1) Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar Invites tenders for printing and supply of answer books to different examination centers with paper including OMR sheet cover page from reputed suppliers/contractors, who meet the minimum eligibility criteria as specified in this bidding document.
- 2) The complete bidding document has been published on the website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) or <http://sppp.raj.nic.in> or [www.dipronline.org](http://www.dipronline.org) or <http://www.shekhauni.ac.in> for the purpose of downloading.
- 3) Bidders who wish to participate in this bidding process must register on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)
- 4) To participate in online bidding process, bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency. i.e.TCS, safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 5) On line E-Tendering procedure shall be adopted.
- 6) Bidder (authorized signatory) shall submit their offer online in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL, Processing Fees and EMD should be submitted physically at the office of procuring entity as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid cover.
- 7) Department will not be responsible for delay in online submission due to any reason, for this Bidders are requested to upload the complete bid well advance in time so as to avoid 11 th hour issues like slow speed; choking of website due to heavy load or any other unforeseen problems.
- 8) Bidders are also advised to refer "Bidders manual Kit" available at e-Proc website for further details about the e-tendering process.
- 9) Training for the bidders on the usage of e-Tendering System (e-procurement) is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL, Jaipur. For booking the training slot. The Help desk No. of RISL is 0141-4022688.
- 10) Only the firms, who have participated in EOI, will only be permitted to participate in this tendering process.
- 11) No contractual obligation whatsoever shall arise from the RFP/bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidders.
- 12) Department disclaim any factual/ or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.
- 13) The Provisions of The Rajasthan Transparency in Public Procurement Act, 2012 & The Rajasthan Transparency in Public Procurement rules 2013 will also apply.

**Registrar**

Pandit Deendayal Upadhyaya Shekhawati  
University, Sikar





## Chapter-1

### NOTICE INVITING e-TENDER

**Name of work** :- Printing and supply of answer books with paper alongwith OMR sheet cover page.

<b>Nature of project</b>	
Cost of the Bid Document ( non-refundable)	Rs. 2500/-
Estimated cost of work/supply/service	Rs. 1.50 Crore
Publishing Date & Time	17.01.2023
Document download Start Date & Time	18.01.2023 From 03.00 PM & Onwards
Document download End Date & Time	08.02.2023 upto 03.00 PM
Place of Information about the work and Bid documents	Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar.
Processing Fees	Demand Draft/Bankers Cheque in favour of MD, RISL Jaipur Rs. 1000/-
Date & time for submission of Tender Fees, Earnest money, Processing Fees etc.	08.02.2023 upto 05.00 PM
Date & time for On-Line submission of Bids (Technical and Financial Bids)	18.01.2023 to 08.02.2023 till 03.00PM
Technical Bid Opening of Date, Time & Venue	09.02.2023 ON 03.00 PM, PDUSU Sikar
Date & Time of opening of Financial Bids	Pandit Deendayal Upadhyaya Shekhawati University, Sikar Date will be intimated later to all technically prequalified Bidders
Websites of downloading Tender Document, Corrigendum's, Addendums etc.	<a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a> or <a href="http://www.dipronline.org">www.dipronline.org</a> or <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Bid Validity	90 days
Earnest Money	2% of estimated cost (Rs. 3,00,000/-)

**Note** :-

- (1) The procuring entity reserves the right to accept or reject any bid and to cancel the bidding Process and reject all bids without assigning any reason at any time prior to contract award without thereby incurring any liability to the bidders.
- (2) Bidders must ensure compliance to point 3.14.4 and enclose required documents carefully to avoid their disqualification.

**Registrar**

Name & Signature of Bidder with Seal

PRINTING AND SUPPLY OF ANSWER BOOKS WITH OMR SHEET COVER PAGE





**Notice Inviting Bids**  
**(Format of NIB for Publication on State Public Procurement Portal)**

OFFICE OF THE Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar  
Pin-Code 332034

**NOTICE INVITING BIDS**

NIB No: Exam./06/2022-23 **15697**

Date: 17.01.2023

1. On line E-Tendering unconditional sealed bids are invited on behalf of the Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar for the procurement of Works as listed below, from enlisted bidders of appropriate class of the department/organisation upto 03.00 PM of 08.02.2023.

S. No	Name of Work	Estimated Cost of Work	Site of Work	Cost of Bidding Document	Amount of Bid Security (Rupees)	Validity period of Bids	Completion Period
1	Supply of Answer Books with OMR cover	1.50 Crores	For University Examination Centres	2500/-	2% (3,00,000)	90 days	45 Days

2. Bidding Document containing Instructions to Bidders, Bid Data Sheet, Evaluation and Qualification Criteria, Bidding forms, Procuring Entity's Requirements, General Conditions of Contract, Contract Data/ Special Conditions of Contract, Contract Forms, etc. can be seen at or obtained from the office of the Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar during office hours on working days up to one day before the date of opening of Bids, by paying a non-refundable price of Rs. 2500/- in the form of banker's cheque or Demand Draft of a Scheduled Bank in India. Alternatively, these may be seen and downloaded from the website of State Public Procurement Portal <http://sppp.raj.nic.in> or website of RISL [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and the price of Bidding Document may be paid along with user charges/ processing fee, if any, at the time of submission of the Bid.
3. Technical Bids, duly signed on all pages and serially numbered, properly bound, Technical Bid accompanied with the Bid Security, (or Bid Securing Declaration where applicable) in the form of deposit through Demand Draft/ Banker's cheque in the specified format, from a Scheduled Bank in India, submitted personally upto 5.00PM 08.02.2023 to Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar, all the envelopes bearing the reference to NIB.

Name & Signature of Bidder with Seal





"TECHNICAL BID FOR NIB No. Exam. 06/2022-23 for supply of answer books, NOT TO BE OPENED BEFORE 09.02.2023 at 03.00 PM", at the office of the Procuring Entity.

4. In case Bids have been invited electronically, the procedure for submission of Bids including payment of price of Bidding documents, user charges/ processing fee, Bid Security, etc. shall be as provided on the State Public Procurement Portal.
5. Bids received after the specified time and date shall not be accepted and returned unopened.
6. The Online Technical Bids shall be opened after 03.00 PM on dated 09.02.2023 in the office of the Procuring Entity (Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar) or an officer authorised by him in the presence of the Bidders or their representatives who wish to be present.
7. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason there of.
8. The Bidders shall have to submit a valid GSTR-1 & GSTR-3B (GST Return) clearance certificate from the concerned Commercial Taxes Officer and the 'PAN' issued by Income Tax Department.

**Registrar,  
Pandit Deendayal  
Upadhyaya Shekhawati  
University, Sikar**

**Name & Signature of Bidder with Seal**

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*Handwritten signature/initials*





(Abridged Form of NIB for Publication in the Newspapers)

**OFFICE OF THE Registrar, Pandit Deendayal Upadhyaya  
Shekhawati University, Sikar**

**NOTICE INVITING BIDS**

NIB No: Exam. /06/2022-23 *15697*

Date: 17.01.2023

Sealed Technical and Financial Bids in Single Stage are invited upto 03.00PM of 08.02.2023 for procurement of 24 lacs Answer Books with OMR cover. Details may be seen in the Bidding Document at our office or the website of the State Public Procurement Portal <http://sppp.raj.nic.in> or <http://eproc.rajasthan.gov.in> and may be downloaded from there or obtained from our office on payment of Rs 2500/- in banker's cheque/ demand draft.

Registrar,  
Pandit Deendayal Upadhyaya  
Shekhawati University, Sikar

Name & Signature of Bidder with Seal

*196*  
*[Handwritten Signature]*





Chapter-2

INVITATION FOR BID (IFB) & NOTICES INVITING

TENDER (NIT)

(A) This invitation to tender is for:-

PRINTING AND SUPPLY OF ANSWER BOOKS WITH PAPER  
INCLUDING OMR SHEET COVER PAGE

- a) Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
- c) E-Tender offers prepared in accordance with the procedures enumerated in "Instructions to bidders" should be submitted on line to The Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar not later than the date and time laid down, at the address given in "Schedule of Tender". The bids shall be opened on line in presence of those bidders who may wish to be present as per the "Schedule of E-Tender".
- d) The University shall not be responsible for any postal delay non receipt / non – delivery/non-on line of the documents.

Yours Faithfully,

**Registrar**  
Pandit Deendayal Upadhyaya  
Shekhawati University, Sikar

Name & Signature of Bidder with Seal

*Handwritten signature in blue ink*





### Chapter-3

#### 2.1 SCOPE OF WORK AND DETAILED TECHNICAL SPECIFICATIONS

##### Scope of the Work

- (1) Approximate number of answer books will be around 24 Lacs Answer Books with OMR cover (may increase or decrease).
- (2) The answer books are to be delivered at examination centers in Installments as per the direction of the University. Approximate Examination Centre where the answer books are to be delivered is about 150 (may increase or decrease). These Examination centres are distributed in 2 Districts (namely, Jhunjhunu and Sikar) of Rajasthan.
- (3) The finished size of the OMR cover page will be 8½ X 10½" with 100 GSM Maplitho Paper to be procured by the Bidder himself. Certificate of Central Excise for Paper being made by Mill using virgin bamboo based pulp must be enclosed.
- (4) The size of the answer book will be 8½ X 10½" with 58 GSM "A" Grade mill cream wove paper to be procured by the Bidder himself. Certificate of Central Excise for Paper being made by Mill using virgin pulp (not recycled) must be enclosed.
- (5) There will be 36 pages (other than 4 OMR Cover pages) in the answer book.
- (6) The entire answer book will be covered by a 100 GSM maplitho paper leaf on both sides of the answer book. Front cover page will have two colour printing and section with one perforation at designated place and the instructions to examiner and the candidates will be written on the back side of the front cover page. On the back cover page instructions for the candidates will be printed in Hindi.
- (7) The Answer book number will be printed online on the Right hand side of the top most flap A. Also, A unique barcode will be printed on the left top corner of each page.
- (8) Cover page of the answer books shall be as per the sample enclosed (Sample is indicative and features required for the OMR sheet scanning must be incorporated in the final sample submitted by the firm).
- (9) The OMR cover pages will be machine thread stitched along the spine using good quality thread.
- (10) Bidder will be required to submit sample of the OMR based answer book along with tender to prove their technical capability to undertake the work.
- (11) All the answer books shall have pages made up of 58GSM and 80% brightness cream wove paper with 1 inch margin line on left side. All inner pages will have 1 colour printing with university logo and micro text with page numbering.
- (12) The cover page OMR sheet design of Answer book should be amenable for automatic dummy number printing machine.
- (13) **Packing of Answer Book for Supply:**
  - a) Packing will have to be done in HDPE Bags each containing 200 Answer Books.
  - b) Bags should be properly marked with name of the University, type of Answer Book, Serial Number of Answer Book and Bag No.
  - c) Copies of receipts received from the Centres indicating the serial Number of Answer Books/ Bag No. must be submitted alongwith the Bill.
- (14) Supply of Main Answer books must be ensured within 15 days from date of Delivery Schedule issued by Controller of Examination.
- (15) **The tender price should cover three components viz Cost of paper, printing and transportation to different places of two Districts of Rajasthan mentioned above.**

Name & Signature of Bidder with Seal





## CHAPTER-4

### Evaluation and Qualification/Eligibility Criteria

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question.

#### 1. General Profile of the Company/Firm :

(1) Name and Address of the Company/Firm		
Telephone Nos.		
Fax		
E-Mail		
Website		
(2) Date of Incorporation		
(3) Offices situated at different locations and Head Office		
(4) Infrastructure facilities		
(5) Turn over for last three years (Audited Annual Accounts and Annual Reports) of three accounting years to be submitted (Average Rs. 2 Crore per Year)	2021-22	
	2020-21	
	2019-20	
	Average of last Three Years	
(6) Executive Profile		
(7) GST Registration Number (Please Enclose certified copy Certificate)		
(8) GST Registration Number (Please Enclose certified copy of Certificate)		
(9) GST Registration Certificate and GST clearance Certificate of GST payment Challan (Please Enclose Certified copy of GST Registration Certificate & GSTIR and GSTR3B Certificate)		
(10) PAN No. (Please Enclose Certificate)		
(11) Premises/Space available in square feet		
(12) Answer Book manufacturing capacity/ per month. (Minimum 20 Lacs)		
(13) Details of EMD		

Name & Signature of Bidder with Seal





**2. Details of experience of printing of answerer books with OMR Sheets as Cover Page  
(For a period of Minimum Three Years).**

Year	S. No	Name and Address of the Client with Tel. No.	Mention the dispatch No. and date of the enclosed supply order	Nature of Job	Total Value of the Contract (In Rs.)
2021-2022	1				
	2				
	3				
	4				
2020-2021	1.				
	2.				
	3.				
	4.				
2019-2020	1.				
	2.				
	3.				
	4.				
2018-2019	1.				
	2.				
	3.				
	4.				
2017-2018	1.				
	2.				
	3.				
	4.				

(Separate pages may be taken to elaborate the projects undertaken).

Name & Signature of Bidder with Seal

406





3. Details of Technical Infrastructure:

S.No.	Name of Equipment/ Instrument	Total No. of Equipment/Instruments available in working condition (with Model No./Technical Specification).
1.	Web Offset Machine (min. 2) Plate Making Machine	
2.	Narrow Web Offset Machine with online perforation and Numbering for OMR Sheet	
3.	Thread Stitching & Paper Cutting Machine.	
4.	OMR Scanners to check Scannability of OMR Sheets.	

4. Quality Certificate, If any :

S. No.	Name of the Certificate	Certified By	Years of getting Certification	Whether Certificate is valid as on date
1.				
2.				
3.				
4.				

5. Awards for products/Services, if any:

S. No.	Name of the Certificate	Certified By	Years of getting Certification	Field of Award (S/W development Consultancy etc.)

*Handwritten mark*

Name & Signature of Bidder with Seal

*Handwritten signature*





6	Certification	The Bidder must possess a valid ISO 9001:2015 certification, as on date of submission of the bid and a copy of same should be enclosed with the Technical Bid.	Copy of a valid certificate. The tenderer should enclose relevant photocopies of the certificates, catalogues, brochures, etc. in support of all the items quoted.
7	Mandatory Undertaking	<p>a) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons</p> <p>b) Not have and their directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings</p> <p>c) Not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) Comply with the code of integrity as specified in the bidding document</p> <p>2 A firm is not eligible to participate in this work Under sanction by UOR Similarly at the time of Bidding the firms black-listed/debarred in participating in any procurement process.</p>	A Self Certified letter
8	POA	General Power of attorney/Board of Directors resolution/Deed of Authority executed in favour of person(s) authorized to sign the bid Document and the contract and all correspondences/document thereof	As required.

496

Name & Signature of Bidder with Seal





## Chapter-5

### INSTRUCTIONS TO BIDDERS

#### 3.1 GENERAL INSTRUCTIONS

##### 3.1.1 Abbreviations & Definitions:

The following definitions shall govern for the respective terms as hereinafter mentioned in this document:

- 3.1.1.1 **"Bidder"** means any Individual, Sole Proprietor, Partnership Firm, Pvt. Ltd. Company or Ltd Company who is participating in the Tender.
- 3.1.1.2 **"Tendering Authority"** means The Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar or any Officer or competent authority of Pandit Deendayal Upadhyaya Shekhawati University, Sikar who has been authorized to issue a work order under this contract
- 3.1.1.3. **"Contractor"** shall mean the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services.
- 3.1.1.4 **"Contract period"** means the agreement entered into between the Tendering Authority and the Contractor, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- 3.1.1.5 **"The Goods"** means all the material/ services, which the Contractor is required to supply to the Tendering Authority under the Contract;
- 3.1.1.6 **"Services"** means services ancillary to the Scope of Work hereinabove, transportation, any other incidental services and other obligations of the Contractor covered under the Contract;
- 3.1.1.7 **"The Contract Price"** means the price payable/receivable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;
- 3.1.1.8 **"working/Business Day"** means a working day.
- 3.1.1.9 **"University"** means Pandit Deendayal Upadhyaya Shekhawati University, Sikar.
- 3.1.1.10 **"EMD"** means Earnest Money Deposit. (PSD- performances security deposit
- 3.1.2 The Bidder is expected to have read and examined all the instructions, forms, terms & conditions and specifications in the Tender Document with full understanding of its implications. Failure to furnish all information required in the Tender document or submission of bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in outright rejection of the bid.
- 3.1.3 Terms & conditions contained in GF & AR Part-II and Rajasthan Transparency in public procurement act. 2012 and the Rajasthan Transparency in public procurement rules 2013 shall also apply.

#### 3.2 PERIOD OF CONTRACT

- 3.2.1 The contract shall be initially for a period of **one year** on case-to-case basis from the date of issuance of Letter of Award. However, the contract may be renewed further on the basis of performance of work provided that both parties agreed on mutual terms and conditions as specified in the contract.

#### 3.3 ELIGIBILITY CRITERIA

- 3.3.1 Only those bidders who fulfill the following criteria are eligible to RESPOND. Offers received from the bidders who do not fulfill all or any of the following eligibility criteria are liable to be rejected
- 3.3.1.1 The invitation to Bid is open to all Suppliers/Contractors who are eligible to do business in India under relevant Indian Laws as in force at the time of bidding except those who have been declared by any agency of the Government of India or Government of Rajasthan to be ineligible to participate for corrupt, fraudulent or any unethical business practices during the period for which such ineligibility is declared.

Blacklisting:- The firm should not be blacklisted by Government of India or Government of Rajasthan Central/State University or Autonomous bodies within last three years and upto this Tender date.

Name & Signature of Bidder with Seal

PRINTING AND SUPPLY OF ANSWER BOOKS WITH OMR SHEET COVER PAGE





3.3.1.2 The Bidder should have minimum of 3 years continuous experience of manufacturing and printing of answer books with OMR sheet cover to the Government / Public Sector Organizations / Undertaking / Corporations, Banks, Universities / State level Board as on 1st April, 2022.

- 3.3.1.3 The Bidder should have successfully executed manufacturing and printing of answer books with OMR sheet cover with at least three single order having value of minimum Rs. 2 crore from Government / Public Sector Organizations / Undertaking / Corporations, Banks, Universities / State level Board in last 3 financial years upto 31 March 2022.
- 3.3.1.4 The Bidder should have GST Registration Certificate along with GST Clearance Certificate or GST payment Challan from concerned Government Department as on 1 April, 2022. The Bidder must be Registered Unit under GST, a copy of registration Certificate of which is to be enclosed with the tender.
- 3.3.1.5 The Bidder should have deposited EMD Demand Draft of Rs. 300000 Lacs (Rupees Three Lacs Only) in favor of Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar and payable at Sikar. Partial exemption to SSI Bidders of Rajasthan will be accorded as per The Rajasthan Transparency in Public Procurement Rules, 2013.
- 3.3.1.6 The Bidder should have deposited cost of Tender document i.e. Demand Draft of Rs. 2500 (Rupees Two Thousand Five Hundred Only) in favour of Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar.
- 3.3.1.7 The bidder should attach a list of customers / Government / Public Sector Organizations / Undertaking / Corporations, Banks, Universities / State level Board for whom they have done manufacturing and printing of answer books with OMR sheet cover along with a certified copy of supply orders from the organizations for support of the same. Successful completion certificate is also required
- 3.3.1.8 The bidder must have capacity to produce at least 20 lacs Answer books per month.
- 3.3.1.9 Certificate issued by the Central Excise department certifying the raw material of the paper being that of virgin pulp is to be enclosed with the Tender, along with Samples of both types of Paper and Name of Paper Mill.
- 3.3.1.10 The Vendor must be ISO 9001 certified for data capturing and data processing using OMR technology.
- 3.3.1.11 The bidder should submit information about technical infrastructure of the firm in prescribed format given in Annexure-4.
- 3.3.2 The bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily.
- 3.3.3 Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made.
- 3.3.4 The tendering authority reserves the right to verify/evaluate the claims made by the Contractor independently.

#### **3.4 COST OF TENDER DOCUMENT**

The Bidder shall deposit Rs. 2500/- (Rupees Two Thousand Five Hundred Only) being the cost of the tender document. It can be done by way of a Demand Draft favouring The Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar payable at Sikar. Payments made through any other mode will not be accepted.

It is an absolute must that the cost of tender document is paid as directed; otherwise the offer shall stand summarily rejected and no correspondence in this matter shall be entertained.

#### **3.5 COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Tendering Authority shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

Name & Signature of Bidder with Seal





### 3.6 BIDDING DOCUMENT

- 3.6.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in rejection of the bid. The tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.
- 3.6.2 A Prospective Bidder requiring any clarification in the Tender document may notify the Tendering Authority in writing or by mail at the mailing address as indicated. The Tendering Authority will respond in writing or by mail to any request for clarification of the Tender Document received not later than 2 days prior to the last date for the receipt of bids prescribed. Written copies of the response (including an explanation of the query but without identifying the source of enquiry) may be sent to all prospective bidders who have received the Tender.
- 3.6.3 SSI units are partially exempted from the payment of Earnest money on the bases of registrations and undertaking on stamp paper as per the rules of the Department of Industries and shall pay earnest money @ 0.5% of the estimated value of the tender.
- 3.6.4 Pre-Bid meeting- A Pre-Bid Meeting will be held on 24.01.2023 at 11.00 AM in the University, in which the bidders may seek clarification of their doubts and similarly the University authorities may enquire about the eligibility criteria and any other issue regarding Tender.

### 3.7 AMENDMENT OF BIDDING DOCUMENT

- 3.7.1 At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete criteria conditions in the bidding document.
- 3.7.2 All prospective bidders who have received the bidding documents shall be notified of the amendment in writing and the same shall be binding on them.
- 3.7.3 In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids.

### 3.8 NON TRANSFERABLE BID

The tender document is not transferable.

### 3.9 REJECTION OF BIDS

The Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar reserves the right to accept / reject / release or relax any or all or part of the bids received on the due date without assigning any reason, whatsoever.

### 3.10 LANGUAGE OF BIDS

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and The Tendering Authority shall be in English language. Wherever the correspondence is not in English, requisite translation should be attached, and the English version shall prevail in case of dispute.

### 3.11 BID FORM

The Bidder shall complete the Bid Form as mentioned herein Annexure-1 to 7 wherever applicable.

### 3.12 BID CURRENCY

Prices shall be quoted in Indian Rupees only. The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices.

Name & Signature of Bidder with Seal

PRINTING AND SUPPLY OF ANSWER BOOKS WITH OMR SHEET COVER PAGE





### 3.13 EARNEST MONEY DEPOSIT (EMD)

- 3.13.1 Bidders are required to submit the Nationalized bank DD only (without interest) amounting to Rs. 300000 Lacs (Rs. Three Lacs Only) valid for three months from the date of issue, as Earnest Money Deposit. This Demand Draft must be drawn in the name of Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar payable at Sikar. Offers made without Earnest Money Deposit shall be rejected. For SSI Units registered in Rajasthan partial exemption will be accorded as per The Rajasthan Transparency in Public Procurements Rules 2013
- 3.13.2 The earnest money/ security deposit lying with Department/office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/ security money for the fresh tenders. The earnest money may however, be taken into consideration in case tenders are re-invited
- 3.13.3 Unsuccessful Bidder's Earnest Money Deposit shall be discharged / returned within 30 days after the expiration of the period of Tender Offer validity prescribed in this tender.
- 3.13.4 The successful Bidder's Earnest Money Deposit shall be discharged upon the Bidder executing the Contract Form and furnishing the Performance Security / Security Deposit.
- 3.13.5 The Earnest Money Deposit shall be forfeited and Bid shall be rejected:
- (a) If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid form or
- (b) In case of a successful Bidder, if the Bidder fails:
- (i) To sign the contract form in accordance with the terms and conditions.
- (ii) To furnish performance security/security deposit as specified in this tender.
- (iii) To execute the agreement if any, within time.
- (iv) To execute the supply/work order, within time prescribed.

### 3.14 SUBMISSION OF E-BID

- 3.14.1 The E-bid shall comprise of a single package containing three separate envelopes. Each envelope shall contain separately the
- (1) **Covering Letter and Cost of Tender Document.**
- (2) **Technical Bid and Earnest Money.**
- (3) **Financial Bid.**
- 3.14.2 The envelopes shall be marked as "**COVERING LETTER AND COST OF TENDER DOCUMENT**" **TECHNICAL BID**" and "**COMMERCIAL BID**" in bold and legible letters to avoid confusion:
- 3.14.3 All the documents viz. Covering Letter and Cost of Tender Document, Technical Bid and Commercial Bid and Earnest Money Deposit prepared and sealed as hereinafter directed are to be kept in a single sealed cover super-scribed with the words "**TENDER FOR PRINTING AND SUPPLY OF ANSWER BOOKS WITH PAPER INCLUDING OMR SHEET COVER PAGE**". Cover of envelope thus prepared should also indicate clearly the name and address of Bidder, to enable the Bid to be returned unopened in case it is received after the specified date and time.

Financial Bid will be Filled online only. Financial Bid will not be disclosed in any envelope in hard copy.

Name & Signature of Bidder with Seal





### 3.14.4 TECHNICAL BID

Technical BID Envelope shall contain the certified scanned copies of following documents. Original copies shall be kept ready at the time of opening of the tender.

(1) The list of documents to be submitted for Technical Offer is as follows: **(CHECK LIST)**

(1) Demand Draft for EMD, Tender Fee, RISL Fee and registration certificate of SSI in original or a Photostat copy or a copy thereof duly attested by any Gazette officer/Notary public along with required Declaration, if applicable for Bidders claiming Partial Exemption.

(2) **(Annexure -1) Tender Form and Undertaking**

- Tender offer form duly filled in.
- Self Declaration for unblemished record (Notarized Affidavit)
- Details of Bidder

(3) **(Annexure -2) Registration Certificates**

- GST Registration Certificate from concerned Government Department and GST Clearance Certificate or GSTIR & GSTR3B from concerned Government Department as on 1<sup>st</sup> April, 2022.
- Central Excise Registration Certificate
- Copy of the PAN Card.
- ISO 9001 certificate as per Tender Term No. 3.3.1.13 must be enclosed.
- Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)

(4) **(Annexure -3) Experience**

- Proof in support of having minimum of 3 years continuous experience of manufacturing and printing of answer books with OMR sheet cover to the Government / Public Sector Organizations / Undertaking / Corporations, Banks, Universities / State level Board as on 1 April 2022. Work-orders along with Completion Certificates / Client's Testimonial given by concerned organizations or whom work is done should be submitted
- Proof in support of successfully executed manufacturing and printing answer books with OMR sheet cover with atleast three single order having value of minimum Rs. 2 crore each from single Government / Public Sector Organizations / Undertaking/s/ Corporations, Banks, Universities/State level Board in last 3 years as on 1 April, 2022.

(5) **(Annexure -4) Financial & Infrastructure**

- Certificate from its C.A. stating that average turnover of the Bidder is more than Rs. 2 Crores for last three financial years as on 1 April, 2022.
- Copies of its audited financial statements for past three years
- Supporting documents of Technical Infrastructure as required under point 3 of Eligibility criteria must be enclosed.

(5) **(Annexure -5) Paper Samples and certificates**

- 05 Sheets of 58 GSM creamwove paper with 80% brightness must be enclosed with the Tender alongwith name of Mill of paper. 02 Sheets of 100 GSM maplitho Paper for OMR Sheet
- Certificate from the Controller Excise Department stating that the mill produces paper from virgin pulp must be enclosed.

The Technical Proposal should be submitted in bound form and all pages continuously and serially numbered in one lot as one document. Brochures / leaflets etc. should be submitted in the bound document and not in a loose form. Bidders must ensure that all the documents are sealed and signed by authorized signatory.

Name & Signature of Bidder with Seal





(B) The Technical Offer (T.O.) shall be complete in all respects and contain all information asked for, except prices. It shall not contain any price information. The T.O. shall indicate whether all services asked are quoted for and that all requirements therefore are also quoted for. No documents, brochures, etc. shall be submitted in loose form.

I All the documents submitted along with Tender should be certified by the Competent Authority.

(D) **Language of proofs** : In case any of the Document submitted is in a language other than Hindi or English, a certified copy of translation of the same in Hindi or English should be enclosed and the translation be also certified by the professional who has otherwise certified the said proofs.

(E) The on line technical bid be marked as "**TECHNICAL BID**" in bold and legible letters to avoid confusion;

### 3.14.5 FINANCIAL BID

(1) The Financial bid shall be on fixed price basis, inclusive of all taxes. There should be no hidden charges. Price quotation accompanied by vague and conditional expressions Such as "Subject to immediate acceptance", "Subject to confirmation" etc. shall be treated as being at variance & shall be liable for rejection.

(2) **FINANCIAL BID** shall contain DECLARATION OF PRICE SCHEDULE (Annexure-5) only.

(3) The Financial bid should be filled online on E-portal.

(4) Rates should not be quoted in annexure 5 in hard copy.

3.14.6 All attested documents must be submitted in Hindi or English Language. If documents are not in Hindi or English, they should be translated in Hindi or English and must be submitted along with the copy of original document.

3.14.7 All above mentioned documents should be under the name & address of premises where quoted items are actually manufactured.

3.14.8 Tender will be liable for outright rejection if—

(1) Any rates are disclosed in Technical Bid.

(2) Any discount / special offers are made in Technical Bid.

3.14.9 Tender form shall be typed or filled in ink. Tender filled in with pencil shall not be considered. The Bidder shall sign the tender form on each page and at the end of tender document in token of acceptance of all the term and conditions of the tender.

### 3.16 SIGNING OF BIDS

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid, attesting them.

### 3.16 COMPLETENESS OF BIDS

The bid shall be summarily rejected if all or any of the above documents mentioned are not submitted with technical bid.

### 3.17 ERASURES OR ALTERATIONS

Offers containing erasures or Alterations shall not be considered. There should be no Handwritten Material, corrections or Alterations in the offer. Technical details must be completely filled in. Filling up of the Technical Detail Form using terms such as "OK", "Accepted", "Noted", "As given in brochure/Manual" is not acceptable. The purchaser may treat offers not adhering to these guidelines as unacceptable.

Name & Signature of Bidder with Seal





**3.18 DEADLINE FOR Online SUBMISSION OF BIDS**  
08.02.2023 upto 03.00 pm

**3.18 DEADLINE FOR SUBMISSION OF BIDS**

3.18.1 For Submission of tender, bidder must complete the bid submission stage as per schedule of the tender. The bidders should ensure that their tender is prepared before the expiry of the scheduled date and time and then submitted before the expiry of the scheduled date and time. In the event of the specified date for the submission of Bids being declared as a holiday to the Tendering Authority, the bids shall be received up to the appointed time on the next working day.

3.18.2 The Tendering Authority may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of the Tendering Authority and Bidders subject to the deadline shall thereafter be subject to the deadline as extended.

**3.19 LATE BIDS**

No delay on account of any cause will be entertained.

**3.20 WITHDRAWAL OF BIDS**

3.20.1 The Bidder may withdraw its bid after the submission, provided that written notice of the withdrawal is received by the Tendering Authority prior to the deadline prescribed for submission of bids.

3.20.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security and the offer shall stand automatically rejected.

**3.21 PERIOD OF VALIDITY OF OFFER**

3.21.1 Bids shall be valid for acceptance for a period of 90 days from the date of opening of Financial Bid .

3.21.2 In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing and shall be binding.

**3.22 EVALUATION COMMITTEE**

The Technical and Financial Evaluation Committee constituted by the Vice-Chancellor, Pandit Deendayal Upadhyaya Shekhawati University, Sikar, shall evaluate the Tenders. The decision of the Committee in the evaluation of the Technical and Financial bids shall be final.

**3.23 OPENING OF TECHNICAL BIDS**

3.23.1 Immediately after the closing time and/or at any time and date specified thereafter, the Tendering Authority shall open the bids as per the schedule.

3.23.2 The technical bids shall be opened and listed for further evaluation. The Bidder's names, bid modifications or withdrawals, the presence or the absence of requisite Earnest Money Deposit and such other details as the Tendering Authority, at his discretion, may consider appropriate, shall be announced at the time of opening.

3.23.3 The financial bids shall not be opened till the completion of evaluation of technical bids.

3.23.4 Bids shall be opened either in the presence of bidders or its duly raveling representatives. The bidder representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be permitted to be present at the time of opening the tender.

**3.24 CLARIFICATION OF BIDS**

During evaluation of bids, the Tendering Authority may, at its discretion, ask the Bidder for a clarification of its bid. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

Name & Signature of Bidder with Seal

*[Handwritten signature]*





### 3.25 SCRUTINY OF THE BID

- 3.25.1 Preliminary scrutiny shall be made to determine whether bids are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed,
- 3.25.2 Prior to the detailed evaluation, the Tendering Authority shall determine the substantial responsiveness of each bid. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.
- 3.25.3 If a bid is not substantially responsive, it shall be rejected by the Tendering Authority and shall not subsequently be made responsive by the bidder by correction of the nonconformity. Technical bid shall be evaluated in the following sub-steps:-
- Firstly**, the documentation furnished by the Bidder shall be examined prima facie to see if the technical skill base and financial capacity and other Contractor attributes claimed therein are consistent with the needs of this project.
- In the second step**, the Tendering Authority may ask the bidders for additional information visit the Bidders site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid document. If it is found that the documents submitted by the bidder are not compatible with the actual situation at site, or if the document supplied by the bidder are found to be fraudulent or misrepresenting the facts, it shall render the bidder ineligible for further participation in the tender process. The decision of the Tender Committee in this regard shall be final and binding on the bidder and cannot be challenged.
- In the third step**, the Tendering Authority may ask the prospective bidders for the presentation regarding Technical Capability of the Bidders and understanding regarding the Project.

### 3.26 ADDITIONAL INFORMATION

The Tendering Authority may ask Bidder(s) for additional information visit Bidder's site and/or ask for technical presentation and may arrange discussion with their professional, technical faculties to verify claims made in technical bid documentation.

### 3.27 SELECTION PROCEDURE

- 3.27.1 The Technical evaluation shall be done by an Expert Committee appointed by University.
- 3.27.2 Bids shall be evaluated on both technical and financial criteria. The information furnished by the Bidders in the Technical Bid and presentation of the Bidder shall be the basis for technical evaluation.
- 3.27.3 Each proposal will be evaluated according to the following criteria:
- (1) Company's Profile
  - (2) Company's exposure and experience with Government Organizations / Public Sector / Public sector undertakings and Departments,
- 3.27.4 The decision of the evaluation committee in the evaluation of the technical bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the committee.

### 3.28 DATE OF OPENING OF FINANCIAL BIDS

- 3.28.1 Financial Bids of only technically qualified Bidders as mentioned above will be opened.
- 3.28.2 The date for opening of the financial bid shall be announced after the scrutiny of the technical bid has been completed as above. The date will not be later than 60 days from the date of opening of technical bid.

### 3.29 OPENING OF FINANCIAL BIDS

- 3.29.1 The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of their financial offer.
- 3.29.2 The Tendering Authority shall negotiate with the lowest bidder so as to meet its expectation of a cost effective sustainable and economically promising solution. If the negotiation with lowest Bidder fails, the same shall be rejected and negotiation then shall be done with second lowest Bidder.
- 3.29.3 The Tendering Authority reserves the right to open Financial Bid even if one Bidder qualifies the Technical Bid or only one Bid is received in response to the Tender Notice. However in the case of one Bid the power to negotiate with the Bidder will be reserved with the Tendering Authority.

Name & Signature of Bidder with Seal

PRINTING AND SUPPLY OF ANSWER BOOKS WITH OMR SHEET COVER PAGE





### 3.30 CONTACTING THE TENDERING AUTHORITY

- 3.30.1 No Bidder shall contact the Tendering Authority in any matter relating to its bid; from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do so in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.
- 3.30.2 Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his Earnest Money Deposit amount.

### 3.31 CORRUPT, FRAUDULENT PRACTICES AND MISSREPRESENTATION

- 3.31.1 The Tendering Authority requires that the bidders/supplier s/ contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts.
- 3.31.2 For the purposes of this provision, the terms defined for CORRUPT, FRAUDULENT PRACTICES / AND MISSREPRESENTATION will be as per Law.
- 3.31.3 The Tendering Authority shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question:
- 3.31.4 The Tendering Authority shall declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract,

### 3.32 NOTIFICATION OF AWARD

- 3.32.1 Upon the successful bidder's furnishing of Performance Security /Security Deposit, the Tendering Authority shall promptly notify each unsuccessful bidder and shall discharge their Bid security.

### 3.33 ACCEPTANCE OF BIDS

The Tendering Authority does not bind itself to accept the lowest or any other Tender. The Tendering Authority reserves the rights to accept any one Tender or reject all Tenders.

### 3.34 PERFORMANCE SECURITY AND SIGNING OF CONTRACT 3

- 3.34.1 Within Ten (10) days of the receipt of notification of award from the Tendering Authority, the successful Contractor shall furnish the Performance Security/ Security Deposit in accordance with the Conditions of Contract, in the performance security/ Security Deposit form provided in this document or in another form acceptable to the Tendering Authority.
- 3.34.2 The Performance Security/ Security Deposit shall be denominated in Indian Rupees and shall be in the form of a Bank guarantee/Demand Draft issued by a nationalized /scheduled bank located in India acceptable to the Tendering Authority in the form provided in the bidding documents (Annexure-7),
- 3.34.3 The Performance Security/ Security Deposit shall be discharged by the Tendering Authority and returned to the contractor within thirty (30) days after the expiry of the contract period/extension period.
- 3.34.4 Failure of the successful bidder to sign the contract (Annexure- 6), proposed in this document (Conditions of Contract) and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Tendering Authority may make the award to another bidder or call for new bids.
- 3.34.5 The Security deposit will be at the rate of 5% of the total value of the work order. For SSI Units it will be at the rate of 1% as per The Rajasthan Transparency in Public Procurement Rules, 2013.

Name & Signature of Bidder with Seal

PRINTING AND SUPPLY OF ANSWER BOOKS WITH OMR SHEET COVER PAGE





**3.35 BINDING CLAUSE**

All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tendering Authority, reserves the right:-

- 3.35.1 To vary, modify, revise, amend or change any of the terms and conditions in this Bid;
- 3.35.2 To reject any or all the tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

**3.36 CONDITIONAL TENDER**

Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.

**3.37 INTERPRETATION OF THE CLAUSES**

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

**3.38 SECURITY DEPOSIT / PERFORMANCE GUARANTEE**

3.38.1 The successful Contractor shall furnish Security Deposit as a Performance Guarantee of 5 % (Five Percent) of the total value of order . in the form of Bank Draft/ Band Guarantee for the contract within Ten days of the receipt of notification of award / Letter of intent from the Tendering Authority. This bank guarantee should remain valid for a period of one year beyond the contract period. On extension of the contract the successful Contractor shall have to extend the validity of this bank guarantee for the period for which extension has been awarded. This extended bank guarantee should also remain valid for a period of one year beyond the period of which extension has been granted.

3.38.2 For SSI Bidders registered in Rajasthan as per GF&AR the Security Money will be 1%.

3.38.3 If the Contractor fails to complete the Contract, The Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar shall have the right to cancel the order in full or part, forfeiting the Performance Security and the balance payments, if any.

**3.39 THE SCOPE OF WORK**

The Scope of the work, etc. are detailed/defined in Chapter. 3 of this Tender.

**3.40 DELIVERY SCHEDULE**

As per Time Schedule given in the Scope of the Work.

**3.41 PAYMENT TERMS**

3.41.1 No advance payment is admissible under any circumstances.

3.41.2 The payment shall be made as per the Schedule mentioned in Chapter- 7 Para 5.1.

**3.42 CONFIDENTIALITY**

3.42.1 Any information and data pertaining to the University or any other agency involved in the Contract matter concerning Pandit Deendayal Upadhyaya Shekhawati University, Sikar or with the agency that comes to the knowledge of the Contractor in connection with this contract shall be deemed to be confidential and the Contractor shall be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The Contractor shall ensure due secrecy of information and data not intended for Public distribution.

3.42.2 The affidavit on the following format to that effect should be submitted along with Security Deposit on appropriate Non judicial Stamp Paper duly attested by Public Notary:- "Certified that any information and data pertaining to the Pandit Deendayal Upadhyaya Shekhawati University, Sikar or any other agency involved in the Contract or matter concerning Pandit Deendayal Upadhyaya Shekhawati University, Sikar or with the agency that comes to the knowledge of the Contractor in connection with this contract will be deemed to be confidential and I /we are fully responsible for the same being kept confidential and held in trust, as also for all consequences of I / our personnel failing to do so. Also it is certified that I / we will maintain due secrecy of information and data will not be intended for Public distribution".

Name & Signature of Bidder with Seal





**3.43 SPECIAL CONDITIONS TO THIS CONTRACT-**

- 3.43.1** It shall be deemed that the bidder has got fully acquainted with the scope of the work, working and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.
- 3.43.2** The quantity indicated in the tender is mere estimates and is intended to give an idea to the prospective bidders to enable them to decide whether they will undertake to supply the article to University on most competitive rates. The figures indicated in the tender do not constitute any commitment on the part of the University to purchase any of the articles in the quantity shown therein against each or in any quantity whatsoever. It is further made clear that the University does not bind itself to purchase all or any quantity mentioned in the tender and no objection against the quantity of the indent of approved item being more or less than the approximate quantity will be entertained and shall not be acceptable as a ground for non supply on the quantity indented.
- 3.43.3** The Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar may extend the original contract of Contractors, subject to original Terms & conditions for a period deemed fit by him, but not exceeding one year, on mutual consent.
- 3.43.4** The contract for the supply can be repudiated at any time by Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar, if the supplies/services are not made to his satisfaction after giving an opportunity to the bidder being heard and after reasons for repudiation being recorded by him in writing.
- 3.43.5** If any of the flaps of the OMR sheet are not scannable by OMR reader due to the manufacturing defect on the part of Contractor then the Contractor will be responsible for the same and loss to the University onwards conversion of data as well as delay in result processing work etc. will be recovered from the Contractors.
- 3.43.6** The cover page OMR sheet design of Answer book should be amenable for automatic dummy number printing machine.

**3.44 SUPPLY ORDERS**

All the supply orders will be placed to the Contractor through registered post only and the date of registration at the post office will be treated as the date of order for calculating the period of execution. The Contractor shall have to execute all orders within specified time.

**3.45 REPORTING PROGRES**

- 3.45.1.** Contractor shall monitor progress of all the activities specified in the contract and submit free of cost fortnightly progress report about various aspects of the work to the tendering authority. The Contractor shall also make such reports /Executive summary etc. available to the tendering authority. The tendering authority on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 3 Copies, along with 3 copies of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed and finalized mutually.
- 3.45.2.** The facilities / services, and/or labour to be provided by the Contractor under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of the representative of the tendering authority in accordance with the Contract. Should the rate of progress of the work, compliance to the requirements of the its facilities, or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation of the services, the representative of the tendering authority shall so notify the Contractor in writing.

Name & Signature of Bidder with Seal





**3.45.3.** The Contractor shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The Contractor shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the tendering authority or the representative of the tendering authority that the actual progress of work does not conform to the approved programme, the Contractor shall produce at the request of the representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.

**3.45.4.** In case during the services, the progress falls behind schedule or does not meet the desired requirements, the Contractor shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. Programme for deployment of extra man power/ resources/ infrastructure will be submitted to the tendering authority for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Contractor unless otherwise expressly provided in the Contract.

**3.45.5** During the course of the work, if the Contractor observes any major deficiencies, they should immediately bring such observations, deficiencies, areas of improvement and suggestions for improvement to the notice of the concerned persons. The service provider should also discuss with guide/help the staff of the tendering authority in implementation of the critical aid important suggestions

**3.45.6** At the end of each phase, the service provider should submit a detailed report containing all the observations, deficiencies, areas of improvement and suggestions for improvement, for each system separately.

**3.46 HANDING OVER OF WORKS**

The Contractor shall be bound to hand over the works executed under the contract complete in all respect to the satisfaction of the Tendering Authority. The Tendering Authority shall determine the date on which the work is considered to have been completed. The Tendering Authority shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Tendering Authority

**3.47 COMMITTEE FOR SUPERVISION**

The Tendering Authority will be at liberty to set up Committee of Officers to supervise all Services in all the areas mentioned above. The directions of such committees with regard to all the general services, even if other than those mentioned in this Tender, would be binding on the Contractor for compliance

**3.48 SUB-CONTRACT**

The Contractor shall not assign or subcontract the assignment or any part thereof to any other Contractor except with the prior consent in writing of the Tendering Authority and provided the University shall have specifically approved such other Contractor The University may in its sole discretion and without assigning any reason refuse to give such consent.

**3.49 Sealing and Marking of Bids**

- a) The selected S&SP may submit their RFP response by online or by hand delivery in one large single envelope.
- b) The envelope shall:-
  - a. bear the name and complete address along with telephone/ mobile number of bidder;
  - b. bear complete address of the procuring entity with telephone number, if any;
  - c. bear a warning not to be opened before the time and date for bid opening, in accordance with the IFB.
- c) If the envelope is not sealed and marked as required, the procuring entity shall assume no responsibility about its consequences.

Name & Signature of Bidder with Seal





**3.50 Cost & Language of Bidding**

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**3.51 Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all.

**3.52 Receipt and Custody of Bids**

- a) The bids shall be received by hand delivery, by courier or by post in the specified format up to the specified time and date and at the specified place, by the person authorised by the procuring entity.

**3.53 Correction of Arithmetic Errors in Financial Bid**

The bid evaluation committee shall correct arithmetical errors in financial bid, on the following basis, namely:

- a) 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 clause (a) and (b) above.

**3.54 Negotiations**

- a) Negotiations may, however, be undertaken with the selected bidder when the rates are considered to be much higher than the prevailing market rates.
- b) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- c) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- d) In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

**3.55 Procuring entity's right to accept or reject the bid**

The Procuring entity reserves the right to accept or reject the bid, and to annul (cancel) the bidding process and reject the bid at any time prior to award of contract, without thereby incurring any liability to the selected bidder.

**3.56 Right to vary quantity**

- a) During execution of the Contract, the 50% quantity of supply originally specified in the bidding document may be increased or decreased, without any change in the unit prices or other terms and conditions of the bid and the bidding documents.

**3.57 Performance Security**

- a) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
  - a. When any terms and condition of the contract is breached.
  - b. When the bidder fails to make complete supply satisfactorily.
  - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the RFP document.
- b) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- c) No interest shall be payable on the PSD.

**3.58 Execution of agreement**

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the selected bidder.
- b) The selected bidder shall sign the procurement contract within 10 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.





- c) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the RFP document and Act.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

**3.59 Confidentiality**

- a) Notwithstanding anything contained in this RFP document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
  - a. impede enforcement of any law;
  - b. affect the security or strategic interests of India;
  - c. affect the intellectual property rights or legitimate commercial interests of bidders;
  - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with the selected bidder related to the procurement process in such manner as to avoid their disclosure to any other person not authorised to have access to such information.
- c) The procuring entity may impose on the selected bidder and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

**3.60 Cancellation of procurement process**

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

**3.61 Code of Integrity for Bidders**

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

**(2) LEGAL JURISDICTION**

All legal disputes are subject to the jurisdiction of Sikar court only.

**Name & Signature of Bidder with Seal**

*106*

*[Handwritten signature]*





## Chapter-6

### CONDITIONS OF CONTRACT

#### 4.1 APPLICATION OF THESE CONDITIONS

These Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

#### 4.2 OTHER DOCUMENTS THAT FORM PART OF THIS CONTRACT

The Tender Document (along with its amendments if any), the Bid of the contractor, any clarifications sought by the Tendering Authority, the responses provided by the Contractor, and any other correspondence exchanged shall form part of the contract to the extent the same is not inconsistent with this document and the award document to the Contractor.

#### 4.3 PERFORMANCE SECURITY

4.3.1 The proceeds of the performance security shall be payable to the Tendering Authority as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract. The Performance Security/Security Deposit shall be forfeitable for non-performance of the contract and there shall not be any relaxation to anybody.

4.3.2 In the event of any contract amendment, the Contractor shall, within 10 days of receipt of such amendment, furnish the amendment to the Performance Security/Security Deposit, rendering the same valid for the duration of the Contract, as amended for further period of one year thereafter.

#### 4.4 SAFETY REQUIREMENTS

The Contractor shall abide by the job safety measures prevalent in India and shall free the Tendering Authority from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Contractor's negligence. The Contractor shall pay all indemnities arising from such incidents and shall not hold the Tendering Authority responsible or obligated.

#### 4.5 CONTRACTOR'S OBLIGATIONS

The Contractor is responsible for, and obliged to conduct all contracted activities as defined in the scope of work or wherever contained in this document, in accordance with the Contract. The Contractor is obliged to work closely with the staff of the Tendering Authority and abide by all instructions and directives issued by them.

#### 4.6 CHANGE ORDERS

4.6.1 The Tendering Authority may at any time, by written order given to the Contractor, make changes within the general scope of the Contract in any one or more of the services to be provided by the Contractor.

4.6.2 If any such change causes an increase or decrease in the cost of, or the time required for the Contractor's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Price or delivery services, or both, and the Contract shall accordingly be amended.

4.6.3 Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the Tendering Authority's change order.

4.6.4 Expert Committee constituted by the Tendering Authority shall validate all such claims. The rate applicable for such adjustment is as fixed by Commercial Bid given in Annexure-5

4.6.5 The Contractor shall make available to the Tendering Authority documents and records related to the performance of the Contractor for verifying the authenticity of the claims made.

#### 4.7 USE OF CONTRACT DOCUMENTS & INFORMATION

4.7.1 The Contractor shall treat as confidential all data and information about the Tendering Authority, obtained in the execution of his responsibilities, in strict confidence and shall not reveal such information to any other party without the prior written approval of the Tendering Authority.

4.7.2 The Contractor shall not, without the Tendering Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by them in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.





- 4.7.3 Any document, other than the Contract itself, shall remain the property of the Tendering Authority and shall be returned (all copies) to the Tendering Authority on completion of the Contractor's performance under the Contract if so required by the Tendering Authority.
- 4.7.4 The Contractor must act in good faith and at all times extend its fullest cooperation to the University, its employees and agents during the performance of the Services.
- 4.7.5 The Contractor shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without prior approval of the University.
- 4.7.6 The Contractor shall refrain from disclosing or publicizing to its clientele including past and prospective clients or to the public that it has provided Services to the University without prior approval of the University.
- 4.7.7 The Contractor shall not divulge to any person not authorized by the University and shall not use for its own purposes, any information concerning the University, its staff or the Project which the Contractor may have access to directly or indirectly from the services performed under this Agreement or otherwise during the course of the Project; strict confidentiality shall be maintained by the Contractor and its employees/agents in respect of the information provided by the University to the Contractor. This confidentiality clause shall be applicable not only to existing employees of the Contractor but also to its employees involved in the project who may leave the service of the Contractor, and accordingly, it shall be the responsibility of the Contractor to ensure that any such employee also shall not divulge or use any such information for his/her own purpose; Violation of these terms and Conditions resulted into the Civil as well as Criminal liability against the Contractor and it's both types of employees ( present and past ) providing services.
- 4.7.8 The Contractor shall have no authority to commit the University to any additional costs, fees or expenses in connection with the Project.
- 4.7.9 The Contractor shall report immediately to the University any circumstances or events which might reasonably be expected to impair or prejudice the performance of the Services.
- 4.7.10 The Contractor shall at all time refrain from showing the report/work in progress or the completed report/work to any person not duly authorized by the University in writing.
- 4.7.11 The Contractor at any time shall not show or submit report / work in progress or completed work report to any person / authorities except the person / Authorities duly authorized by the University in writing, violation of this shall be civil and criminal liability on Contractor.

#### **4.8 RESPONSIBILITIES**

- 4.8.1 Contractor shall be responsible for the following activities during the course of assignment:-
- (1) Resource and Project Management as per Scope of the work
  - (2) Completion of the work/services/tasks as mentioned in the Scope of the work
  - (3) The Contractor shall appoint at the Commencement of the Project one of its representatives as a coordinator who shall act as a single point of contact with the University during the conduct of the project
- 4.8.2 The University shall be responsible for the following activities during the course of the assignment:
- (1) Provide information/data/clarifications for all issues e.g. numerical return of number of student at examination centre, list of examination centre etc.
  - (2) The University shall appoint at the Commencement of the Project one or two of its representatives as a coordinator who shall act as a single point of contact with the Contractor during the conduct of the Project.

706

*Sikar*





**4.9 FINANCIAL AND LEGAL LIABILITY**

The Contractor shall be solely responsible for any financial issues arising out of the result of this Contract. Any financial loss to University, due to faulty work as a result of this tender, shall be sole responsibility Contractor and he has to fulfill all claims arising out of this problem.

**4.10 INDEMNITY**

The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred inter alia during and after the contract period out of:

**4.10.1** Any negligence or wrongful act or omission by the Bidder or any subcontract or third party in connection with or incidental to this contract or

**4.10.2** Any breach of any of the terms of this contract by all Contractors or any sub-contract or third party.

**4.11 STANDARDS OF PERFORMANCE**

The Contractor is liable to complete the work in accordance with the specification and approved International standard according to various laws such as Information Technology Act, 2000 and related Laws, Rules and Regulations.

Name & Signature of Bidder with Seal

*Handwritten signature*

*Handwritten signature*





## Chapter-7- FINANCIAL TERMS

### 5.1 PAYMENT SCHEDULE

80% Payment will be made within 10-15 days against bill presented soon after the supply of answer books (with acknowledgement of Centre Superintendent) as per the scope of the work of every examination centre in good and satisfactory condition and 20 % payment will be made after verification of the services/reports/tasks conforming to the quality and specifications from authorized agency/Lab..

### 5.2 PENALTY

5.2.1 Any delay in the time schedule prescribed BY TENDERING AUTHORITY shall be made on the basis of following percentages of value of stores which the Contractor has 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%

1. Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.

2. If Contractor requests for an extension of time in completion of contractual supply on account of occurrence of any circumstances beyond control of human being, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the circumstances.

3. However, if the delay is caused due to unavoidable circumstances, then Tendering Authority reserves the right to waive off the compensation.

5.2.2 In case of delay beyond thirty days tendering authority will be at liberty to procure the services from any other agency at the risk and cost of the Contractor and it also will result in the forfeiture of the Performance Security amount.

5.2.3 For any other irregularities, mistakes, etc, penalty at the discretion of Tendering Authority will be imposed

5.2.4 That for unsatisfactory performance owing to absence of Contractor's staff, deficiencies in services or for some other reason the tendering authority shall be within its rights to make necessary deductions for such deficiency in services. Alternatively, the tendering authority may, after giving an opportunity of being heard to the Contractor, get such deficiencies fulfilled at the cost and responsibility of the Contractor.

5.2.5 Where any claim for the payment of a sum of money arises, out of or under this contract against the contractor, the tendering authority shall be entitled to recover such a sum by appropriating in part or whole, from the performance security to be deposited by the contractor. In the event of the performance security being insufficient, the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this and any other persons contracting through the Registrar. Pandit Deendayal Upadhyaya Shekhawati University, Sikar, should this sum not be sufficient to recover the full amount recoverable the contractor shall pay to this office the remaining balance. For failure to deposit the amount legal action will be taken against the contractor.

### 5.3 SUSPENSION OF WORK

The Contractor shall, if ordered in writing by the tendering authority for non performance, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Contractor, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Contractor, and lasts for a period of more than 2 months, the Contractor shall have the option to request the tendering authority to terminate the Contract with mutual consent.

### 5.4 TERMINATION FOR INSOLVENCY

The Tendering Authority may at any time terminate the Contract by giving written notice to the  
**PRINTING AND SUPPLY OF ANSWER BOOKS WITH OMR SHEET COVER PAGE**





Financial Bid

(To be submitted on e-proc portal only)

PRICE SCHEDULE

Printing and Supply of Answer Book

- 1- Name of the Firm -----
- 2- Address of the Firm -----
- 3- Contact No. -----
- 4- Email -----

S.N.	Description of Work	Security Features	Size	Rate (with all Taxes except GST) quoted by Firm in Rs. (Figures and words) per thousands Answer Books.		Rate of Tax there on (GST)	Total Cost / Rate with GST
				Figure	Words		
1	Printing and Supply of Answer books with 36 inner ruled pages and OMR cover extra (4Pages) total 40 Pages OMR Sheet Paper : 100 GSM Map litho Inner Page : 58 GSM Grade : A Cream Wove paper with 80 % Brightness Quantity- 24* Lacs (Approx) (Paper to be procured by the Bidder himself**)	(1)Serial number on Part – A (2) All inner pages will have 1 (one) colour printing with university logo, bar code and micro text with page numbering. Instructions for candidates in Hindi will be Printed on back cover page.	8½ x 10½"				

\* Quantity may increase or decrease.

\*\* Paper should be virgin pulp only. Name of Paper mill must be mentioned along with Samples and enclosed with the Tender. A certificate from the central excise department stating that the mill produces paper from virgin pulp must be enclosed, without which the tender will be cancelled.

Dated :

Company Seal

Signature

Name :

Full Address

496

Handwritten signature/initials





Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Contractor, provided that such termination shall not prejudice or affect any right of action or remedy, which has accrued or shall accrue thereafter to the Tendering Authority.

### **5.5 TERMINATION**

- 5.5.1** The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or part:-
- (1) If the Contractor fails to deliver any or all of the Goods or Services within the period(s) specified in the Contract,
  - (2) If the Contractor fails to perform as per the Quality standards and as per the Scope of the Work
  - (3) If the Contractor, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in Executing the Contract.
  - (4) For the purpose of this clause the definition for corrupt practice and fraudulent practice shall be as per the law
- 5.5.2** The Tendering Authority may also at its sole discretion accept full or part work and also reserves the right to delete any items from the scope of the work.
- 5.5.3** The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice sent to the Contractor, without assigning any reason may terminate the Contract in whole or part, if the tendering authority satisfies that the services of the Contractor are no more required or Contractor is not executing its services properly.
- 5.5.4** If the Contractor after submission of Bid and due acceptance of the same i.e. after placement of order fails to abide by the terms and conditions of the tender document or fails to execute the work as per the prescribed schedule given or at any time repudiates the contract, the tendering authority will have the right to forfeit the EMD, invoke performance security deposited by the firm and get the work done from other Contractor at the risk and consequences of the first Contractor. The cost difference between the alternative arrangements and Contractor's bid value will be recovered from the firm along with other incidental charges including transportation, taxes, etc. in case tendering authority is forced to work done through alternative source and if the cost is lower, no benefit on this account would be passed on the Contractor.
- 5.5.5** In case of failure by the bidder to carry out the job in accordance with provisions of the contract and as per the Scope of the Work, the tendering authority will have right to cancel the contract and award it to any other Contractor and any loss sustained thereby will be recoverable from the first Contractor.

### **5.6 CONSEQUENCES OF TERMINATION**

- 5.6.1** In circumstances mentioned above, the Tendering / Implementing Authority shall exercise the following steps:
- (3) Ask the Contractor to leave the job and return the entire material in an "as is where is" condition, and / or.
  - (4) Shall forfeit the Security Deposit obtained as performance Guarantee.
  - (5) Shall take appropriate steps in terms of remedies for breach of contract under relevant provisions of law.
- 5.6.2** Tendering Authority reserves the right to disqualify the Contractor for a suitable period who habitually failed to supply the services in time.
- 5.6.3** Further, the Contractor whose services do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the tendering authority.
- 5.6.4** Tendering Authority reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

### **5.7 FORCE MAJEURE**

- 5.7.1** The Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 5.7.2** For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable.

196

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- 5.7.3 Such events may include, but are not limited to, acts of the Tendering Authority in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 5.7.4 If a force Majeure situation arises, the Contractor shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority in writing, the Contractor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

#### **5.8 RESOLUTION OF DISPUTES**

- 5.8.1 The Tendering Authority and the Contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them in connection with the contract.
- 5.8.2 If, after thirty (30) days from the commencement of such informal negotiations, the Tendering Authority and the Contractor have been unable to resolve amicably a contract dispute, all such disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole Arbitrator to be appointed by the mutual consent. All arbitrations shall be held in Sikar.
- 5.8.3 All legal disputes are subject to the jurisdiction of Sikar courts only.

#### **5.9 GOVERNING LANGUAGE**

The contract shall be written in English or Hindi. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same languages.

#### **(6) APPLICABLE LAW**

The contract shall be interpreted in accordance with appropriate Indian laws.

#### **(7) TAXES AND DUTIES**

The Contractor shall be entirely responsible for all taxes, duties, license fees, road permits etc as per rules amended time to time by Government. No increase in the rates shall be allowed during the period of the contract.

#### **5.12 NOTICES**

5.12.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address

5.12.2 A notice shall be effective when delivered or on the notices effective date whichever is later. For the purposes of all notices by the Contractor to the Tendering Authority on change address if informed in writing, these shall be sent to the Tendering Authority by the Contractor at the address mentioned in the Letter of Award

**Name & Signature of Bidder with Seal**

*Handwritten signature/initials*

*Handwritten signature/initials*





**TENTATIVE FORMAT OF OMR SHEET COVER OF ANSWER BOOK\***

**PANDIT DEENDAYAL UPADHYAYA SHEKHAWATI UNIVERSITY, SIKAR**

**PANDIT DEENDAYAL UPADHYAYA SHEKHAWATI UNIVERSITY, SIKAR**

**PANDIT DEENDAYAL UPADHYAYA SHEKHAWATI UNIVERSITY, SIKAR**

**PANDIT DEENDAYAL UPADHYAYA SHEKHAWATI UNIVERSITY, SIKAR**

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FOR RE-EVALUATION

QUESTION NO.	WORDS
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TOTAL MARKS IN FIGURE

TOTAL MARKS IN WORDS

FOR EVALUATION

QUESTION NO.	WORDS
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TOTAL MARKS IN FIGURE

TOTAL MARKS IN WORDS

NAME OF EXAMINATION

SUBJECT

PAPER

PAPER CODE

DAY OF EXAM

DATE OF EXAM

SESSION (MORNING / NOON / EVENING)

MARKS

DATE OF EXAM

SUBJECT

NAME OF CANDIDATE

SIGNATURE OF CANDIDATE

\* Theory Answer Books

Name & Signature of Bidder with Seal

Handwritten signatures and initials at the bottom of the page.





**BID COVERING LETTER**

Format -1

(to be printed on Letter head of the Bidder)

To

The Registrar,  
Pandit Deendayal Upadhyaya Shekhawati University, Sikar  
Pin-332034

Dear Sir,

Tender Reference No.: .....

**SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR Printing and supply of Answer Books with OMR sheet cover page and with Paper Having examined the tender documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Contractor as mentioned in the Scope of the work as required by Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar in conformity with the said tender documents**

**(8) TERMS AND CONDITIONS**

- a. I/We, the undersigned Bidder(s), having read and examined in detail the specifications and all bidding documents in respect of this tender do hereby propose to provide goods and services as specified in the bidding document.
  - b. I/We, the undersigned Bidder(s), having submitted the qualifying data as required in this tender, do hereby bind ourselves to the conditions of this tender. In case any further information/documentary proof in this regard before evaluation of our bid is required, I/We agree to furnish the same on demand to your satisfaction.
- 2 RATE AND VALIDITY**
- a. All the rates mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the rates and other terms and conditions of this proposal are valid for a period of One years from the date of opening of the bid.
  - b. I/We do hereby confirm that our bid rates include all taxes including Income Tax & Professional Tax etc.
  - c. I/we have studied the Clauses relating to Indian Income Tax Act and hereby declare that if any Income Tax, surcharge on Income Tax and any other Corporate Tax is altered under the law, I/we shall pay the same.
- 3 DEVIATIONS** We declare that all the services shall be performed strictly in accordance with the Technical specification, Time Schedule and other terms of the tender document except the deviation as mentioned in the Technical Deviation Performa Further, I/We agree that additional conditions, if any, found in the proposal documents, other than those stated in deviation Performa, shall not be given effect to.
- 4 BID PRICING** I/We further declare that the rates stated in our proposal are in accordance with your terms and conditions in the bidding document.
- 5 EARNEST MONEY** I/We have enclosed the earnest money as required. In case of default it is liable to be forfeited in accordance with the provisions of the tender document.
- 6** I/We hereby declare that my/our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of my/our knowledge and belief and nothing has been concealed there from.
- 7** Until a formal contract is prepared and executed, this Bid offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.
- 8** We understand that you are not bound to accept the lowest or any offer you may receive.
- 9** We agree to the terms and conditions mentioned in the Tender Document and liable for all type of taxes payable to the government as per rules in force.

Thanking you,

Yours faithfully,

(Signatures)

Date this : \_\_\_\_\_ day of \_\_\_\_\_

Place:

Name:

Designation:

Seal

*Handwritten signatures and initials at the bottom of the page.*





## BIDDER'S AUTHORISATION CERTIFICATE

To,

The Registrar,  
Pandit Deendayal Upadhyaya  
Shekhawati University, Sikar (Rajasthan)  
Pin – 332034.

<Bidder's Name> \_\_\_\_\_ <Designation> \_\_\_\_\_ is hereby authorised to sign relevant documents on behalf of the Company in dealing with Tender of reference <Tender No. Date> \_\_\_\_\_. He is also authorised to attend meetings and submit Technical and Financial Information as may be required by you in the course of processing above said tender.

Thanking You.

**Authorised Signatory**

<Name> :

Seal :

The specimen signature of the authorized person is as :

Attested by the  
Authorized Signatory

**Name & Signature of Bidder with Seal**





Format – 3 SELF

**DECLARATION**  
**(Notarized Affidavit)**

(On Non Judicial Stamp Paper worth Rs. 100 duly attested by the Notary Public)

Ref. :

Date :

To,

The Registrar,  
Pandit Deendayal Upadhyaya  
Shekhawati University, Sikar (Rajasthan)  
Pin – 332034.

In response to the tender No. \_\_\_\_\_ Date \_\_\_\_\_ as a owner/partner/Director of \_\_\_\_\_

1. I/We hereby declare that our Agency \_\_\_\_\_ is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or of a particular period of time.
2. I/We M/s. \_\_\_\_\_ (Name of the Company) are not blacklisted in any Department of Government of Rajasthan/Government of India/by any University/Public Enterprises.
3. I/We further undertake that our partner M/s. \_\_\_\_\_ (Name of contractor) having office are also not blacklisted in any Department of Government of Rajasthan Government of India/ by any University/Public Enterprises.
4. I/We hereby declare that there are no pending cases against M/s. \_\_\_\_\_ (Name & Address of Bidder) with Government of Rajasthan or any other court of law.
5. I/We hereby declare that Bidder's company or Director/Owner of the Company have not been declared by any Court or Competent Authorities in solvent or involved in any fraudulent mean (Economical & Criminal) as on 1st April, 2022.

Name of the Bidder :

Signature :

Seal of the Organization :

Note :

1. The Notarized Affidavit should be submitted before closing date fixed for Technical Bid Closing.
2. No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.

Name & Signature of Bidder with Seal

106

Signature





( ) Name, address and Telephone Number (Office, Residence, Mobile) of the contract Person to whom all References shall be made regarding this tender:

Name : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Office : \_\_\_\_\_ Residence : \_\_\_\_\_

Mobile No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail : \_\_\_\_\_

Place :

Signature :

Date :

Name :

Company Seal

Note :

- (1) In-adequate information could lead to disqualification of the bid.
- (2) All items should be supported by proper documents.
- (3) No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.

Name & Signature of Bidder with Seal

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**DECLARATION FOR PRICE SCHEDULE/ FINANCIAL BID (to be submitted on e-portal)**

Tender Ref. -----

Date -----

To,

**The Registrar,**  
Pandit Deendayal Upadhyaya  
Shekhawati University, Sikar (Rajasthan)  
Pin – 332034

**Subject : TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR printing and supply of answer books with OMR sheet cover page.**

That we are sole owner of

\_\_\_\_\_  
\_\_\_\_\_

That we/ the undersigned agency is equipped with adequate hardware/ software and other facilities required for providing services and our establishment is open for inspection by the representative of University.

We hereby offer to provide service at the prices and rates mentioned in the financial bid (as per commercial template.)

We do hereby undertake, that,

In the event of acceptance of our bid, the services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform the entire incidental services.

The prices quoted are inclusive of all charges inclusive of Travelling, hardware/manpower etc. for providing the desired services. FOR.

We agree to abide by our offer a period of **one year** from the date fixed for opening of the tenders and we shall remain bound by a communication within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions.

We do hereby undertake, that until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract shall constitute a binding contract between us.

I/ We hereby, undertake that we shall not ask for any other charges than the charges specified above. We also confirm that we will make our own arrangements at our own cost for Travelling, boarding lodging, communication etc, for successful implementation of the project at site.

Dated :

Name & Signature

Name of Agency

Full Address

Company Seal

Name & Signature of Bidder with Seal

*[Handwritten signatures and marks]*





format 5

**Financial Bid**

(To be submitted on e-proc portal only)

**PRICE SCHEDULE**

**Printing and Supply of Answer Book**

- 1- Name of the Firm -----
- 2- Address of the Firm -----
- 3- Contact No. -----
- 4- Email -----

S.N.	Description of Work	Security Features	Size	Rate (with all Taxes except GST) quoted by Firm in Rs. (Figures and words) per thousands Answer Books.		Rate of Tax there on (GST)	Total Cost / Rate with GST
				Figure	Words		
1	Printing and Supply of Answer books with 36 inner ruled pages and OMR cover extra (4Pages) total 40 Pages OMR Sheet Paper : 100 GSM Map litho Inner Page : 58 GSM Grade : A Cream Wove paper with 80 % Brightness Quantity— 24* Lacs (Approx) (Paper to be procured by the Bidder himself**)	(1)Serial number on Part – A (2) All inner pages will have 1 (one) colour printing with university logo, bar code and micro text with page numbering. Instructions for candidates in Hindi will be Printed on back cover page.	8½ x 10½"				

\* Quantity may increase or decrease.

\*\* Paper should be virgin pulp only. Name of Paper mill must be mentioned along with Samples and enclosed with the Tender. A certificate from the central excise department stating that the mill produces paper from virgin pulp must be enclosed, without which the tender will be cancelled.

Dated :

Company Seal

Signature

Name :

Full Address

*(Handwritten signatures and marks)*





**Note :**

- 1- All the costs should be quoted in Indian Rupees and should be fixed on lump sum basis. no escalation of cost will be allowed under any circumstances.
- 2- Bidder must quote for every column of the price schedule. Do not write Zero, Nil, etc in any column.
- 3- The Rate should be inclusive of all charges/ taxes/ levies etc. GST Should be shown separately.
- 4- University shall not pay separately any specific statutory taxes/ service charges to any authority.
- 5- No hidden charges will be allowed , if any
- 6- Rate should be written both in words and figure.
- 7- Quoted rates must be inclusive of all charges by way of packing forwarding incidental of transit charges including transit insurance, octroi and any other levies or duties etc. and transportation of material up to examination centres. Rates are F.O.R.

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AGREEMENT  
(See Rule 68 of GF&AR)

Agreement made on ..... between ..... (hereinafter called the contractor) of the one part and the Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar. (hereinafter called the University) of the other part.

WHEREAS the contractor has tendered for **providing PRINTING AND SUPPLY ANSWER BOOKS WITH OMR SHEET COVER PAGE services to the Pandit Deendayal Upadhyaya Shekhawati University, Sikar.** (hereinafter called "The Tendering Authority") as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the contractor has deposited with the Tendering Authority the sum of Rs. .... (Rupees ..... only) as security for the fulfillment of the Agreement 1% of work order Rs ..... /- vide(i) DD No ..... Dated ..... for Rs. .... and (ii) DD No. .... Dated ..... Rs. ....

NOW IT IS HERE BY AGREED between the parties hereto as follows:

The terms and conditions of the E-tender Notice No. 6 dated **17.01.2023** issued to the supplier, the Bid submitted by ..... online including negotiated price and the work order no. dated ..... issued by the University also appended with this agreement will be deemed to be taken as part of this agreement and binding on the parties executing this agreement.

The distribution schedule of answer books provided by the Controller of Examination of the University will be treated as the supply order and the payment will be arranged by this office accordingly.

Upon breach by the contractor of any of the conditions of the agreement the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Pandit Deendayal Upadhyaya Shekhawati University, Sikar to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfil the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive/evidence of the amount of such compensation payable by the contractor to the University.

Upon the determination of this agreement whether by extension of time or otherwise the said deposit shall after the expiration of 03 months from the date of such determination be returned to the contractor but without interest and after deducting there from any such due by the contractor to the University under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one months notice in writing without compensating the contractor.

In witness whereof the said **Contractor** has set his hand hereto and the Tendering Authority has on behalf of the Pandit Deendayal Upadhyaya Shekhawati University, Sikar affixed his hand and seal thereto the day and year first above written.

The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the Tendering Authority to the Bidder as hereinafter mentioned the Bidder hereby

*Handwritten signature/initials*

*Handwritten signature/initials*





covenants with the Tendering Authority to provide the services and to remedy defects therein conformity in all respects with the provisions of the contract.

The Tendering Authority hereby covenants to pay the Bidder in consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

**PAYMENT SCHEDULE**

**80% Payment will be made within 10-15 days against bill presented soon after the supply of answer books (with acknowledgement of Centre Superintendent) as per the scope of the work of every examination centre in good and satisfactory condition and 20 % payment will be made after verification of the services/reports/tasks conforming to the quality and specifications from authorized agency/Lab. The distribution schedule of answer books provided by the Controller of Examination of the University will be treated as the supply order and the payment will be arranged by this office 80% and/or 20% accordingly as the case may be.**

(1) In case of extension in the service providing period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the firm has failed to Supply the main exam answer books and as mentioned above as per 5.2.1

(a)	Delay up to one fourth period of the prescribed supply period	2 ½%
(b)	Delay exceeding one fourth but not exceeding half of the prescribed supply period	5%
(c)	Delay exceeding half but not exceeding three fourth of the prescribed supply period	7 ½%
(d)	Delay exceeding three fourth of the prescribed supply period.	10%

- Note :**
- (i) Fraction of a day in reckoning period of delay in online work shall be eliminated if it is less than half a day.
  - (ii) The maximum amount of agreed liquidated damages shall be 10%.
  - (iii) If the supplier requires an extension of time in completion of contractual supply of the answer books on account of occurrence of any hindrances, he shall apply in writing to the authority which has placed the work order no. .... dated....., for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of the work.
  - (iv) However, if the delay is caused due to unavoidable circumstances than tendering authority reserves the rights to waive of the compensation.
  - (v) If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to obtain services from else other organization after giving due notice to the Bidder on the amount and at the risk of the Bidder without cancelling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

In the event of action to be taken, the contractor shall be liable for any losses, which the Tendering Authority may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

*Handwritten signatures and initials at the bottom left of the page.*





Sikar:

Date:

CONTRACTOR

Witness :

1-

2-

Registrar

on behalf of the Pandit Deendayal  
Upadhyaya Shekhawati University,

1-

2-

106





**अनुलग्नक—“अ”**  
**सत्यनिष्ठा की संहिता**

उपापन प्रक्रिया में भाग लेने वाला कोई भी व्यक्ति, —

- (क) उपापन प्रक्रिया में अनुचित फायदे के लिए या अन्यथा उपापन प्रक्रिया को प्रभावित करने की एवज में किसी रिश्वत, इनाम या दान या प्रत्यक्ष रूप से या अप्रत्यक्ष रूप से किसी तात्त्विक फायदेका कोई प्रस्ताव नहीं करेगा;
- (ख) सूचना का ऐसा दुर्व्यपदेशन या लोप नहीं करेगा जो किसी वित्तीय या अन्य फायदा अभिप्राप्त करने के लिए या किसी बाध्यता से प्रविरत रहने के लिए गुमराह करता हो या गुमराह करने का प्रयास करता हो;
- (ग) उपापन प्रक्रिया की पारदर्शिता, निष्पक्षता और प्रगति को बाधित करने के लिए किसी भी दुरभिसंधि, बोली में कूट मूल्य वृद्धि या प्रतियोगिता विरोधी आचरण में लिप्त नहीं होगा;
- (घ) उपापन संस्था और बोली लगाने वालों के बीच साझा की गयी किसी भी जानकारी का उपापन प्रक्रिया में अनुचित लाभ प्राप्त करने के आशय से दुरुपयोग नहीं करेगा;
- (ङ) उपापन प्रक्रिया को प्रभावित करने के लिए किसी भी पक्षकार को या उसकी सम्पत्ति को प्रत्यक्ष या अप्रत्यक्ष रूप से क्षति या नुकसान पहुंचाने, ऐसा करने के लिए धमकाने सहित किसी भी प्रपीडन में लिप्त नहीं होगा;
- (च) उपापन प्रक्रिया के किसी भी अन्वेषण या लेखापरीक्षा में बाधा नहीं डालेगा;
- (छ) हित का विरोध, यदि कोई हो, प्रकट करेगा;
- (ज) पिछले तीन वर्षों के दौरान भारत या किसी अन्य देश में किसी भी संस्था के साथ किसी पूर्व नियमभंग को या किसी अन्य उपापन संस्था द्वारा किसी विवर्जन को प्रकट करेगा; हित का विरोध

**हित का विरोध**

कोई बोली लगाने वाला किसी उपापन प्रक्रिया में एक या अधिक पक्षकारों के साथ हित के विरोध में माना जायेगा जिसमें निम्नलिखित स्थितियां सम्मिलित हैं किन्तु इन तक सीमित नहीं है यदि,—

- (क) उनके समान नियंत्रक भागीदार है;
- (ख) वे उनमें से किसी से, कोई भी प्रत्यक्ष या अप्रत्यक्ष सहायिकी प्राप्त करते हैं या प्राप्त की है;
- (ग) उनका उस बोली के प्रयोजनों के लिए एक ही विधिक प्रतिनिधि है ;
- (घ) उनका प्रत्यक्ष रूप से या समान तृतीय पक्षकारों के मार्फत एक दूसरे के साथ ऐसा संबंध है जो दूसरे की बोली के बारे में सूचना तक पहुंचने या दूसरे की बोली पर प्रभाव डालने की स्थिति रखता हो;
- (ङ) कोई बोली लगाने वाला एक ही बोली प्रक्रिया में एक से अधिक बोली में भाग लेता है। तथापि, यह एक ही उपसंविदाकार को एक से अधिक बोली में सम्मिलित होने से सीमित नहीं करता है जो बोली लगाने वाले के रूप में अन्यथा भाग नहीं लेता है;
- (च) बोली लगाने वाले या उससे सहबद्ध किन्हीं व्यक्तियों ने बोली प्रक्रिया के उपापन की विषयवस्तु के डिजाइन या तकनीकी विनिर्देशों को तैयार करने में सलाहकार के रूप में भाग लिया है। सभी बोली लगाने वाले अर्हता कसौटी और बोली प्ररूपों में यह विवरण उपलब्ध करायेंगे कि बोली लगाने वाला उस सलाहकार या किसी भी अन्य संस्था, जिसने उपापन की विषयवस्तु के लिए डिजाइन, विनिर्देश और अन्य दस्तावेज तैयार किये हैं, के साथ प्रत्यक्ष या अप्रत्यक्ष रूप में न तो संबद्ध है और नहीं संबद्ध रहा है या संविदा के लिए परियोजना प्रबन्धक के रूप में प्रस्तावित किया जा रहा है।

निविदादाता के हस्ताक्षर





**Annexure B : Grievance Redressed during Procurement Process**

The designation and address the First Appellate Authorised BOM member of PDSU, Sikar

The designation and address Of the Second Appellate Authority is Vice-Chancellor of PDSU, Sikar

**(1) Filing an appeal**

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the sales, 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 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 sales proceedings; after depositing fee as per RTTP Act 2012 and RTTP Rules 2013.

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 is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within 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 of prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective 1. 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 pare (2) or 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 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, alongwith 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 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 from Scheduled Bank in India payable in the name of Appellate Authority concerned.

Signature & seal of the firm

**PRINTING AND SUPPLY OF ANSWER BOOKS WITH OMR SHEET COVER PAGE**





- (7) 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 i* 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 shall pass an order in writing and provide the Copy Of order to the parties to appeal filed against.
- (d) The order issued under sub-clause (c) above shall also be placed on the Public Procurement Portal.

Appellant Signature

Signature & seal of the firm

*Handwritten signature and initials*





**ANNEXURE C : 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 contained 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 and 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 is related to and arithmetic error, in which case 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 Declaration shall be executed.

Applicant' Signature

Signature & seal of the firm

106

24/11/2011





**Memorandum of appeal under the Rajasthan Transparency In Public Procurement Act, 2012**

Appeal No ..... of .....

Before the ..... (First/Second Appellate Authority)

1. Particulars of appellant;
  - (i) Name of the appellant;
  - (ii) Residential Address :
2. Name and address of the respondent (s);
  - (i)
  - (ii)
  - (iii)
3. Number and date of the order appealed against and name and designation of the office /authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by Will& the appellant; is aggrieved
4. If the appellant proposes to be represented by a representative, the name and postal address of the representative;
5. Number of affidavits and documents enclosed with the appeal;
6. Grounds of appeal;

.....  
 .....  
 ..... (supported by an affidavit)

7. ....  
 .....  
 .....

Place .....

Dated .....

Appellant' Signature

Signature & seal of the firm

*Handwritten signatures and initials:*  
 10/6  
 [Signature]