



# पंडित दीनदयाल उपाध्याय शेखावाटी विश्वविद्यालय, सीकर

वेबसाईट: www.shekhauni.ac.in ई-मेल: reg.shekhauni@gmail.com

File No : P.03()/GAD/Plantation/2023/19249

Date : 20/07/2023

## Notice Inviting Bids

(Format of NIB for Publication on State Public Procurement Portal/University Website)

OFFICE OF THE REGISTRAR, PANDIT DEENDAYAL UPADHYAYA SHEKHAWATI  
UNIVERSITY, SIKAR

NIB No: GAD/03/2023-24

1. Open - Tendering unconditional sealed bids are invited on behalf of the Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar for the procurement of Plants & Plantation as per 'G' Schedule, from Nursery Dealers upto 03.00 PM of 27.07.2023.

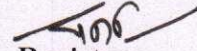
S/No	Name of Work	Estimated Cost	Site of Work	Cost of Bidding Documents	Amount of Bid Security	Validity Period of Bids	Completion period of Supply
1	Supply of Plant & Plantation	7.5 Lacs	PDUSU, Sikar	1000/-	2%	90 Days	15 Days

2. Bidding Document containing Instructions to Bidders, Evaluation and Qualification Criteria, Bidding forms, Procuring Entity's Requirements, General Conditions of Contract, Contract Data/ Special Conditions of Contract, 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. 1000/- 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 our website <http://www.shekhauni.ac.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 and Financial 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 03.00 PM 27.07.2023 to Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar, all the envelopes bearing the reference to NIB and warning as:

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"TECHNICAL/ FINANCIAL BID FOR NIB No. GAD/03/2023-24 for supply of Plant & Plantation will be opened before 27.07.2023 at 03.00 PM", at the office of the Procuring Entity.

4. Bids received after the specified time and date shall not be accepted.
5. The Technical Bids shall be opened after 01.00 PM on dated 28.07.2023 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.
6. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
7. The Bidders shall have to submit a valid Latest GST Return, Experience Certificate, PAN issued by Income Tax Department and 'Latest ITR'.



Registrar

**Pandit Deendayal Upadhyaya  
Shekhawati University, Sikar**

## पंडित दीनदयाल उपाध्याय शेखावाटी विश्वविद्यालय, सीकर (राज)

वेबसाईट: www.shekhauni.ac.in ई-मेल: reg.shekhauni@gmail.com

क्रमांक :प.03()/सा. प्रशासन/बागवानी/2022-23/ 19249

दिनांक : 20/07/2023

निविदा सूचना संख्या 03 / 2023-24

पंडित दीनदयाल उपाध्याय शेखावाटी विश्वविद्यालय, सीकर में वृक्षारोपण के लिए उच्च गुणवत्ता पूर्ण निम्नलिखित किस्म के पेड़-पौधों हेतु नर्सरी धारकों से मोहरबंद निविदाएं आमंत्रित की जाती हैं:-

Details of work	उद्यान विकसित करने हेतु नये पेड़-पौधों का उपापन एवं निर्धारित स्थान पर लगाना
NIT No.	GAD/03/2023-24
Mode of Bid Submission	Open Tender
Estimated Cost	7.5 Lacs
Bid Security	15,000/-
Procuring Entity	Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar 332024
Last date & time of submission of Technical Bid	27.07.2023 at 03.00 PM
Financial Bid open Date	28.07.2023 at 01.00 PM

Cost of Tender Documents & Bid Security in favour of Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar Rs. 1000 /-

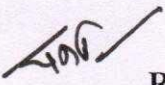
## **General Instructions For Bidders.**

1. The bidders are requested to submit their Proposals prior to last date of submission of Proposals. The last date of submission of Proposals will not be extended.
2. The Bidder will have to deposit: Envelope-1: The prescribed EMD and cost of tender by way of DD/Banker's Cheque in favour of Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar and Technical Bid Documents Envelope-2: Financial Bid.

**Note : The financial Proposal (Price Proposals) is to be submitted on original G -Schedule attached in original bid document. Both the envelopes will be kept in another envelope and will be submitted in the office of the undersigned before the last date & time of submission of tender.**

3. The Proposals will be opened on scheduled date & time in the presence of bidders who wish to be present. Please note that in case DD/BC (payable at Sikar) of requisite amount towards cost of Earnest Money & Tender document cost are not found as mentioned in the Tender documents, the financial proposal will not be opened of that Tenderer/Bidder.
4. The Bidders should provide complete information at the time of submission of Proposals. If asked to furnish some more clarification/confirmation/document, they shall be required to furnish the same within specified time, failing which the case shall be finalized /decided on the basis of available information/documents. The responsibility of ignorance of their Proposals on account of delay in furnishing of desired information/documents shall be of the bidder.
5. All the required information shall be furnished strictly in the prescribed Formats only. Any information indicated other than the prescribed Formats shall not be entertained. The Proposals shall be evaluated on the basis of information furnished in the prescribed Formats only.
6. **On the basis of Rate Quoted in G -Schedule by the bidders, Contract will be awarded to the Successful bidder whose rates will be the lowest of all items. In case of rates of different items are lowest of different Bidders. Then the bidder whose rates are lowest in maximum items will be negotiated to bring down the rates equal to lowest rates of those items of another bidder. The contract will be awarded to overall lowest bidder after negotiations.**
7. All required Gardening items should be supplied within time Frame given in work order at FOR destination office / at the address given below :

All correspondence in respect of the tender and submission of the Tender shall be addressed to:

  
Registrar  
Pandit Deendayal Upadhyaya Shekhawati University, Sikar.  
PIN - 322024

निविदा शर्तः-

1. सशर्त निविदा स्वीकार नहीं की जायेगी।
2. निविदा ठीक तरीके से लिफाफे में मोहर बंद कर उस पर उचित रूप से कुलसचिव, पंडित दीनदयाल उपाध्याय शेखावाटी विश्वविद्यालय, सीकर को संबोधित किया जाना चाहिये।
3. निविदा का मोहर बंद लिफाफा दिनांक 27.07.2023 को दोपहर 03:00 बजे तक कार्यालय में पहुंचाना आवश्यक है। दिनांक 28.07.2023 को दोपहर 01:00 बजे निविदादाता या उसके प्रतिनिधियों के समक्ष निविदाओं को खोला जाएगा।
4. संवेदक का जीएसटी के अन्तर्गत पंजीयन होना आवश्यक है। जीएसटी पंजीयन संख्या का उल्लेख अवश्य किया जाना चाहिए।
5. दर स्पष्ट शब्दों व अंकों में लिखे। त्रुटि व उपरिलेखन नहीं होना चाहिए। कोई सुधार करना हो तो स्पष्ट काट कर पुनः लिखे व लघु हस्ताक्षर करें।
6. अनुमोदित संवेदक के लिए यह समझा जाएगा कि उसने निविदा की शर्तों व विशिष्टियों के संबंध में सावधानीपूर्वक जांच कर ली है। यदि उसे इन शर्तों के किसी भाग आदि के आशय के बारे में कोई संदेह हो तो वह निविदा पर हस्ताक्षर करने से पूर्व विश्वविद्यालय से यथोचित जानकारी प्राप्त कर सकते हैं।
7. संवेदक अपनी संविदा को या उसके किसी सारवान भाग को किसी अन्य एजेन्सी को नहीं सौंपेगा या उप भाड़े (सब लेट) पर नहीं देगा।
8. संवेदक को एक नोटेरी कृत शपथ पत्र इस आशय का संलग्न करना होगा कि उसकी फर्म को पिछले तीन वर्ष में केन्द्र सरकार/राज्य सरकार/ पी.एस.यू. / विश्वविद्यालय या अन्य किसी संस्था द्वारा ब्लैक लिस्टेड नहीं किया है।
9. संवेदक की स्वयं की स्थाई नर्सरी हो।
10. राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 एवं राजस्थान लोक उपापन में पारदर्शिता नियम, 2013 के प्रावधान लागू होंगे।
11. विश्वविद्यालय के पास किसी भी संविदा को बिना कारण बताये अस्वीकार करने का अधिकार सुरक्षित है। जिन कार्यों के लिए संविदा में दी गई उनकी पूर्ण मात्रा या उनके किसी भाग के लिए विश्वविद्यालय की इच्छानुसार आदेश दिये जा सकते हैं। उपापन समिति को कार्य की मात्रा को कम या ज्यादा करने तथा संविदा प्रक्रिया को किसी भी समय रद्द करने का अधिकार तथा किसी बोली या समस्त बोलियों को अस्वीकार करने का अधिकार होगा।
12. समस्त कानूनी/विधिक कार्यवाही, यदि किसी भी पक्ष द्वारा संस्थित किये जाने की आवश्यकता पड़े तो राजस्थान में सीकर स्थित न्यायालय में ही प्रारम्भ करनी होगी किसी अन्य स्थान पर नहीं।
13. विश्वविद्यालय में लगाये जाने वाले पौधों की आपूर्ति एवं उचित स्थान पर लगाये जाने का कार्य संवेदक द्वारा किया जावेगा। संवेदक द्वारा लगाया जाने वाला पौधा स्वस्थ, बीमारी रहित होना चाहिये तथा पौधा G-Schedule में निर्धारित उंचाई से कम नहीं होना चाहिये।
14. संवेदक को G-Schedule में अंकित निर्धारित प्रजाति, मापदण्ड एवं मात्रानुसार लगाये जाने वाले समस्त प्रकार के पेड़-पौधों की आपूर्ति कार्यादेश जारी होने की दिनांक से 10 दिवस में विश्वविद्यालय परिसर में सुनिश्चित करनी होगी। निविदादाता द्वारा G-Schedule में प्रस्तुत दरें समस्त करों सहित प्रस्तुत की जानी है।
15. संविदा की शर्तों एवं G-Schedule में अंकितानुसार विशिष्टियों के अनुरूप पेड़-पौधों की आपूर्ति नहीं पाये जाने पर संवेदक के विरुद्ध नियमानुसार कार्यवाही कर कार्यादेश निरस्त कर द्वितीय न्यूनतम बोलीदाता को कार्यादेश दे दिया जावेगा।
16. नियमानुसार देय करों (TDS) की कटौती स्रोत पर की जावेगी।
17. संवेदक को समस्त करों (GST) सहित दरें अंकित करनी होगी/भरनी होगी। प्रस्तुत दरों के अतिरिक्त कोई भी भुगतान नहीं होगा।

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18. निविदत कार्य हेतु अग्रिम राशि का भुगतान नहीं किया जाएगा।
19. सम्पादित कार्य के मूल्यांकन हेतु विश्वविद्यालय द्वारा अधिकृत अधिकारी का निर्णय ही अंतिम एवं मान्य होगा तथा उक्त के बाद ही भुगतान की कार्यवाही की जा सकेगी।
20. यदि लगाया गया कोई पेड़/पौधा किसी कारणवश लगाये जाने से 15 दिवस के भीतर मृत हो जाता है तो संवेदक को उसके स्थान पर उसी के समरूप नया पौधा लगाना होगा।
21. भुगतान : संवेदक को निम्नानुसार भुगतान किया जायेगा :-
  - (i) निविदा शर्तानुसार पौधों/घास की आपूर्ति एवं रोपण उपरांत – 80%
  - (ii) संतोषप्रद रखरखाव उपरांत एक माह के बाद – 20%
22. प्रतिभूति राशि का पुनर्भुगतान रखरखाव के एक माह बाद किया जाएगा।
23. कार्य का पर्यवेक्षण विश्वविद्यालय द्वारा अधिकृत अधिकारी /व्यक्तियों (समिति) द्वारा किया जाएगा तथा इनके सत्यापन/ अभिशंषा उपरांत ही भुगतान किया जाएगा।

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कुलसचिव

**TERMS AND CONDITIONS OF TENDER  
AND CONTRACT**

Note: Tenderers should read these conditions carefully and comply strictly before sending their tenders:-

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
2. **"Tenders by Nursery Owners :**"Tenders shall be given only by Nursery Owners.
3. **GST Registration :** The GST Registration Number should be quoted and a latest GST return shall be submitted.
4. **Income Tax Clearance Certificate :** Bidders will have to submit latest ITR.
5. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The bidder shall sign the tender' form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
6. Rate shall be written both in words and figures. There should not be errors and/or over- writings, corrections *if any*, should be made clearly and initialled with dates.
7. All rates quoted must be FOR Destination and should include all incidental charges including GST and all other taxes, and cartage or transportation charges. The delivery of the Gardening items shall be given at the premises of PDUSU, Sikar.
8. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make etc., of the gardening items to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.
9. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
10. **Specifications**
  - (i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks. In the price bid documents the tenderer must mention rates in G-Schedule items wise and quoting the rate it would be clearly mentioned lenth /hight of concerned specification intended to deliver in concerned column.
  - (ii) **Warranty/Guarantee clause :** The Contractor/supplier would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for Contract, the Procurment Entity will be entitled to reject the said goods stores/articles or such portion thereof as may be discovered not to conform to the said description a quality, on such rejection the goods/articles/stores will at sellers risk and all the provisions relating to

The Contractor/supplier shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejected by the Procurement Entity, otherwise the Contractor/supplier shall pay *such* damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice *any* other right of the Procurement Entity in that behalf under this contract or otherwise.

11. The Contractor/supplier shall be responsible for the proper packing so as to avoid, damage under normal conditions of transport and delivery of the Plants in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or *any* shortage, the Contractor/supplier shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.

12. The contract for the supply can be repudiated at any time by the Procurement Entity. if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording of the reasons for repudiation. Quantity as mentioned in G-Schedule can be more or less as per university requirements Bidders claim regarding whole quantity as per G-Schedule will not be entertained.

13. Direct or indirect canvassing on the part of the bidder or his representative *will* be a disqualification.

14. **Earnest Money & Tender document cost:** Tender shall be accompanied by an earnest money of **Rs 15000/-** (Rs. Fifteen Thousand only) & of Rs. 1000/- (Rs. One thousand only) for tender document cost without which tenders will not be considered. The amount should be deposited in the forms of Bank Drafts/Bankers Cheque of the scheduled Bank in favour of **Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar.**

(i) **Refund of earnest money:** The earnest money of unsuccessful bidder *shall* be refunded soon after final acceptance of tender.

(ii) **NO exemption from EMD**

(iii) **Forfeiture of earnest money:** The earnest money *will* be forfeited *in* the following cases: (a) when bidder withdraws or modified the offer after opening of tender but before acceptance of tender.

(b) When successful bidder does not execute the agreement if any, prescribed within the specified time. (c) When the successful bidder does not deposit the security deposit money with agreement.

15. **(1) Agreement and security deposit:**

(i) Successful bidder will have to execute an agreement within a period of 7 days of Rate-contract approval communicated to him and should required to be deposited



contracts are accepted in favor of successful bidders with submission of agreement.

- (ii) The earnest money deposited at the time of tender may be adjusted towards security deposit amount, on written consent of the successful bidder.
- (iii) No interest will be paid by the department on the security deposit money.
- (iv) The forms of security deposit money shall be as Bank Draft/Bankers Cheque.
- (v) The security deposit money shall be refunded after the completion of contract on satisfactory completion of the contract/supply and after satisfied that there are no dues outstanding against the bidder.

**(2) Forfeiture of Security Deposit :** Security deposit amount in full or part may be forfeited in the following cases :-

- (i) When any terms and conditions of the contract is breached.
- (ii) When the bidder fails to make complete supply satisfactorily.
- (iii) Notice of reasonable time will be given *in* case of forfeiture of security deposit. The decision of the Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar *in* this regard shall be final.

**16. Payments :**

- (i) Advance Payment will not be made in any case.
- (ii) In case of disputed items, 50% of the amount shall be with held and will be paid on settlement of the dispute.
- (iii) 100% Payment will be made on satisfactory supply as per the supply order and verified by the concerned for complete receiving of supply as per order in full and perfect conditions as per the supply orders.

**17. Delivery period:** The contractor shall arrange supplies within the period of 10 days from issue of work/ supply order.

**20. Liquidated Damages :** In case extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores with the bidder has failed to supply :-

- (a)
  - (i) Delay up to one fourth period of the prescribed delivery period -2.5%
  - (ii) Delay exceeding one fourth but not exceeding half of the prescribed period -5%
  - (iii) Delay exceeding half but not exceeding three fourth of 7.5% the prescribed period.
  - (iv) Delay exceeding three fourth of the prescribed period -10%
- (b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day

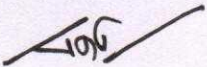
- (c) The maximum amount of liquidated damages shall be 10%
- (d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (e) Delivery period may be extended with or without liquidated damages if the delay in the supply of gardening items is on account of hindrances beyond the control of the bidder.

**21. Recoveries:** Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be, made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

22. If a bidder imposes any condition which are in addition to or in conflict with the conditions mentioned -herein, his tender is liable to be summary rejected. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar.

23. The Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone, or more of the articles for which bidder has been given or distribute items of stores to more than one firm/supplier.

I/we abide by all the terms and conditions of this tender and accepted by me/us.



**Tenderer**  
**(Signature with Seal)**

**BID DESCRIPTIONS: DETAILS OF THE TENDERER**

S. No	PARTICULARS	
01	Name of the bidder Firm/Agency	
02	Address of the Firm/Agency	
03	Phone/ Mobile No.	
04	Registration No. of the firm/Agency	
05	Registration Certificate of the bidder firm/ agency (Attach Proof)	
06	Permanent Account Number under Income Tax Act (Attached Proof)	
07	G.S.T. Number (Attach Proof)	
08	Details of Fee (a) DD No & Amount of Tender Fee (b) Bid Security DD No & Amount of Bid Security	
09	Whether Agency has been blacklisted by any of the Department/ Organizations (Attach Undertaking on the letter head of the firm duly signed and stamped) annexure	
10	Duly signed & Stamped original bid document	
11	Turn over of last 3 years and audited annual final accounts concerned	
12	Experience certificate of supply/ plantation in state/ govt. organisation, Autonomous bodies i.e boards and Universities in any one year out of last 3 Financial years.	
13	Tenderer must fulfill all annexure enclosed in Bid documents as required (A to G)	

This is to certify that I/We have carefully read the contents of the tender document and fully understood all the terms and conditions therein and undertakes myself/ ourselves to abide by the same.

*VAB*

Place:  
Date

Signature of the Tenderer

Name of the Tenderer

Name of the Firm/agency

Seal of the Firm/

Agency

**Annexure 'A':**

**Compliance with the Code of Integrity and No Conflict of Interest**

**Any person participating in a procurement process shall –**

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

**Conflict of Interest:-**

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. have controlling partners/ shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or
  - c. have the same legal representative for purposes of the Bid; or
  - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
  - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge consultant for the contract.

**Signature of Bidder with Seal**

Tab

फर्म द्वारा शपथ पत्र 100/- रु. के नॉन ज्युडिशियल स्टाम्प पेपर पर

**Declaration by the Bidder regarding Qualifications**  
**Declaration by the Bidder**

In relation to my/our Bid submitted to..... For procurement of  
..... in response to their Notice Inviting Bids No. ....  
Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement  
Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/Our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:  
Place:

Signature of bidder :  
Name :  
Designation :  
Address :

### Grievance Redressal during Procurement Process

The Designation and address of the First Appellate Authority :- Authorised Member of Board of Management, PDUSU SIKAR.

The Designation and address of the Second Appellate Authority :- Vice-Chancellor, PDUSU SIKAR.

(1) **Filing an appeal**

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

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

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 Thirty Days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

*[Handwritten signature]*

### (5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

### (6) Fee for filing appeal

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

### (7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
  - (i) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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**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) Official address, if any:

(iii) 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 officer/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 which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal of the representative:

5. Number of Affidavits and documents enclosed with the appeal:

6. Grounds of appeal :

.....

..... (Supported by an affidavit)

7. Prayer :

.....

.....

.....

Place .....

Date .....

*10/6*



Additional Conditions of Contract

**1. Correction of arithmetical errors**

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

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If 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.

**2. Procuring Entity's Right to Vary Quantities**

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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**Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

**4. Scope of Supply**

The Bidder(s) shall not quote and supply any hardware/software that is likely to be declared as End of sale for twelve months and End of service/support for twelve months from the date of bid submission. If any of the hardware/software is found to be declared as End of sale/service/ support in the period mentioned above, then the bidder(s) shall replace all such hardware. software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

10/6

निविदादाताओ द्वारा घोषणा

मै/हम घोषणा करता हूं/करते हैं कि मैंने/हमने जिन माल स्टोर्स, उपकरणों के लिये बिड दी हैं उनका/उनके/मै/हम बोनाफाईड निर्माता/थोक विक्रेता/सोल वितरक/प्राधिकृत डीलर/सोलसेलिंग/विपणन/एजेन्ट हूँ/हैं।

यदि यह घोषणा असत्य पाई जाए तो किसी भी अन्य कार्यवाही, जो की जा सकती हैं, पर प्रतिकूल प्रभाव डाले बिना मेरी/हमारी कार्य सम्पादन प्रतिभूति को पूर्ण रूप से सम्पूत कर लिया जावेगा तथा बिड को जिस सीमा तक उसको स्वीकार किया गया है उसको रद्द कर दिया जायेगा।

निविदादाता के हस्ताक्षर  
मय पूर्ण नाम व पता

(सील सहित)

Financial Bid undertaking

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the bidding document, the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to supply/ work as mentioned in the scope of the work, Bill of Material, Technical specifications, service level standards & in conformity with the said bidding document for the same.

I/We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are quoted as required in the price-bid.

I/We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/We hereby declare tht in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I/We agree to abide by this bid for a period of 90 days opening technical bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Untill a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & condition as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

  
Date :

Authorized Signatory :


Name :

Designation

**UNDERTAKING**

(On the letter Head of the firm duly signed and stamped)

I/We hereby underken that our firm/ agency/ company has never been **black listed** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of Rajasthan or any other State Government or Public Sector Banks or Local Bodies/ Municipalities and no criminal case is pending against the said firm/agency as on the last date of submission of the Bids.

 Signature of the Tenderer:

Name of the Firm/Agency:

Seal of the Firm/Agency:

Place:

Date



# पंडित दीनदयाल उपाध्याय शेखावाटी विश्वविद्यालय, सीकर (राज)

वेबसाइट: www.shekhauni.ac.in ई-मेल: reg.shekhauni@gmail.com

## वित्तीय बोली प्रपत्र

### उद्यान विकसित करने हेतु नये पेड़-पौधों का उपापन, रोपण एवं रख - रखाव

1. संवदेक का नाम :  
पूरा पता :
2. सम्बोधित : कुलसचिव, पंडित दीनदयाल उपाध्याय शेखावाटी विश्वविद्यालय, सीकर
3. संदर्भ : निविदा सूचना क्रमांक 3/2023-24 दिनांक ...20/07/2023

### Part - A

S. No.	Description of Item	Unit/ Size	Rate per item (inclusive of all govt. taxes, other levie, duties and GST)
1	विश्वविद्यालय में नियत स्थानों पर पौधा रोपण हेतु साईट की सफाई, आवश्यकता अनुसार संख्या में 2 फिट x 2 फिट गहराई के खड्डे खोदना, वांछित मात्रा में खाद व दवाई डाल कर तैयार करना, पौधे रोपण करना	Each Plant	
2	विभिन्न पॉकेट्स में Selection No. 1 Grass लगा कर लॉन विकसित करना	Per Sq Feet	

### Part - B

S. No.	Description of Item	Size	Rate per item (inclusive of all govt. taxes, other levie, duties and GST)
1	2	3	4
1.	Muraya	7-8 feet	
2.	Inermi	2-2.5 feet	
3.	Lucophyllum	7-8 feet	
4.	Bougalm Falia	7-8 feet	
5.	Panda Topri	4-5 feet	
6.	Tecoma Gudi Chudi	2-3 feet	
7.	Date Palm	7-8 feet	
8.	Olive	7-8 Feet	
9.	Bottle Brush Golden	5-6 feet	
10.	Bahunia Flackena	5-6 feet	
11.	Legertramia Speciora	5-6 feet	
12.	Bottle Brush	7-8 feet	
13.	Cordia Selstenea	7-8 feet	
14.	Tarunia Rosea	7-8 feet	

15.	Bismarckia (Silver)	4-5 feet	
16.	Lilly Spider	2-3 feet	
17.	महागनी	6-7 feet	
18.	फ़ोस्टल पाम	7-8 feet	
19.	चम्पा	7-8 feet	
20.	फाईकस ब्लेक	7-8 feet	
21.	फिनिम्स पाम	7-8 feet	
22.	कौनोकारपस	7-8 feet	
23.	कैजुरिना टौपरी	5-6 feet	
24.	मौलसरी	7-8 feet	
25.	स्पैथौडिया	7-8 feet	
26.	ब्रिगनबैल	7-8 feet	
27.	मौगरा	2-3 feet	
28.	फिरकैरिया	2-3 feet	
29.	बडेलिया	7-8 feet	
30.	अल्ड्ट लनतेरा	7-8 feet	
31.	चिकरेशिया	7-8 feet	
32.	क्राईनम	1-2 feet	
33.	आम	3-4 feet	
34.	जामुन	4-5 feet	
35.	शहतुत	4-5 feet	
36.	Legerrtrania Speciora	8-10 Feet	
37.	Carsia Firtula	8-10 Feet	
38.	Delonix Regia	8-10 Feet	
39.	Bahunia Flakha	8-10 Feet	
40.	Spethodia Campanulata	8-10 Feet	
41.	Laun Selection No.1	Per Square Feet	

1. निविदा की स्वीकृत वित्तीय सीमा में पौधों की आवश्यकतानुसार प्रकृति एवं संख्या हेतु स्वीकृत दरों पर आपूर्ति आदेश जारी किये जायेंगे।
2. दरें जीएसटी सहित समस्त करों को सम्मिलित करते हुए प्रस्तुत की जायें। प्रस्तुत दरों के अतिरिक्त अन्य किसी भी प्रकार के करों/प्रभार का भुगतान विश्वविद्यालय द्वारा नहीं किया जायेगा।
3. पौधों एवं लॉन के रख - रखाव हेतु दवाई, खाद व पानी विश्वविद्यालय द्वारा उपलब्ध करवाए जाएंगे तथा मैन पावर निविदा कार की होगी।

*(Handwritten signature)*

संवेदक के हस्ताक्षर