

NOTICE INVITING e-BID (NIB)

NIB No. RUHS CMS/Store/2017-18/ 12315

Dated: 27.11.2017

1. Single stage, two envelopes e-bids are invited for the Tender for **Providing Mess Facility at Various Boys and Girls Hostels of RUHS College of Medical Sciences, Jaipur**, Rajasthan, India. Details may be seen in the Bidding Document at the website <http://eproc.rajasthan.gov.in> or www.sppp.raj.nic.in or www.ruhscms.org Tender document may be downloaded on payment of Rs. 1000/- Demand Draft **is to be enclosed**. The details are as under:

S. No	Particulars	Qty	Total Estimated cost in Rs.	Bid Security Amount in Rs.	Receiving Date upto 2.00 pm	Bid Opening Date on 02.00 pm
1	Tender for Providing Mess Facility at Various Boys and Girls Hostels of RUHS College of Medical Sciences, Jaipur	As per List	69,00,000.00	1,38,000.00	15-12-2017	16-12-2017

Project	Tender for Providing Mess Facility at Various Boys and Girls Hostels of RUHS College of Medical Sciences, Jaipur
Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Tendering Authority/ Purchaser	Principal, RUHS College of Medical Sciences, Sector – 11, Kumbha Marg, Pratap Nagar, Jaipur - 302033
Cost of Tender Document (non-refundable)	Rs. 1000/- (Rupees One Thousand Only)
RISL processing fee (non-refundable)	Rs. 1000/- (Rupees One Thousand Only)
Total Estimated Cost	Rs.69,00,000.00 (Rupees Sixty Nine Lacs Only)
Bid Security Deposit	2% of estimated cost (Rs 1,38,000.00)
Bid Download Start Date/ Time	28-11-2017 at 5.00 PM onwards
Bid submission Start Date/Time	29-11-2017 at 5.00 PM onwards
Bid submission End Date/ Time	15-12-2017 at 2.00 pm
Submission of Demand Draft for Tender Fee, EMD, and Processing Fee	15-12-2017 up to 02.00 pm
Technical Bid Opening Date/ Time	16-12-2017 at 02.00 pm
Financial Bid Opening Date/ Time	Will be intimated later to the Technically qualified bidders
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	http://eproc.rajasthan.gov.in , www.sppp.raj.nic.in , www.ruhscms.org
* In case, any of the bidders fails to physically submit the Demand Draft for Tender Fee, Bid Security, and RISL processing fee up to 2.00 pm on 15-12-2017, its Bid shall not be accepted. For RISL processing fees Demand Draft should be drawn in favour of "Managing Director RajCOMP Info Services Ltd" payable at Jaipur and for Tender Fee & EMD should be drawn in favour "Principal, RUHS College of Medical Sciences, Jaipur" payable at Jaipur from any Scheduled Commercial Bank.	

1. The bid shall only be submitted through e-procurement portal <http://eproc.rajasthan.gov.in> of Govt. of Rajasthan. Bids shall not be accepted in physical form in any condition.
2. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.

Date:

Principal

**RUHS COLLEGE OF MEDICAL SCIENCES, JAIPUR
JAIPUR (RAJASTHAN)
TENDER FORM**

1. Tender for **Providing Mess Facility at Various Boys and Girls Hostels of RUHS College of Medical Sciences, Jaipur.**
2. Name and postal Address of the firm who submitted the Tender.
.....
.....
.....
3. Addressed to the PRINCIPAL, RUHS COLLEGE OF MEDICAL SCIENCES, JAIPUR
4. Reference: Tender Notice No.....Date.....
5. The tender form fees Rs.1000 /- has been deposited vide Demand No.
6. We agree to abide by all the conditions mentioned in tender notice No. dated issued by the RUHS CMS, Jaipur and also agree to further terms and conditions of the said tender notice given in attached sheets. **Unsigned tender will be rejected.**
7. Goods will be delivered in stipulated delivery period at RUHS CMS, Jaipur.
8. The rates quoted are valid for 90 days from the date of opening of tender. The period can be extended for two more years with mutual consent.
9. Bank Draft/**deposit No.** Dateddrawn on (Name of Bank)as Bid Security is enclosed.
10. G.S.T. Registration Certificate are submitted herewith.
11. Declaration and Undertaking is enclosed.
12. Technical Bid Compliance sheet is enclosed.
13. Attach a self certified affidavit regarding Non-Black listing along with technical bid proforma.
14. No tenderer shall be exempted from furnishing Bid Security Deposit under any circumstances.
15. Bid Security/ Performance Security and/or any other sum of the tenderer(s) lying with the RUHS College of Medical Sciences, Jaipur in connection with any other tender/case shall not be considered against this tender.
16. Bid Securitys of unsuccessful tenderer(s) will be discharged after the allotment of Contract of Students Hostel Mess, RUHS College of Medical Sciences, Jaipur .
17. The tenderer should keep his/her offer valid for acceptance for a period of 90 days from the date of opening of Technical bid. (In case, the Tenderer is unable to keep his/her offer open for the above said period, his/her tender shall be treated as invalid.)
18. In the event of the date of receipt or opening of tender being declared a holiday for the RUHS College of Medical Sciences, Jaipur , the last date of receipt/opening of the tender shall be the next working day at the same time and venue. The Price Bid shall be opened only in respect of those individual/ firms, who technically qualify.
19. Any conditional, telegraphic tenders, fax tenders, tenders without bid security, and not in the prescribed form or in any deviation from the terms and conditions of the tender notice shall not be entertained and rejected out rightly.
20. The Contract shall be awarded initially for a period of one year which is extendable upto another two years with condition that the contract price will be increased by 10% on completion of every year, subject to satisfactory performance of the tenderer and fulfillment of all terms and conditions.
21. Successful bidder will have to deposit Rs. 5000.00 per month per mess on maintenance charges of Mess area to Principal, RUHS College of Medical Sciences, Jaipur.
22. Subletting is not allowed under any circumstances.
23. In case of violation of any of the terms and conditions as mentioned above, Bid Security/ Performance Security of the successful tenderer(s) shall be forfeited in full by the Principal & his/ her shall be cancelled.

24. The contractor will have to arrange LPG fuel at his own cost. Recurring cost on this account shall also be borne by the contractor.
25. No equipment will be provided by the college. The contractor has to arrange all cooking equipment, utensils, crockery, services etc. at his own cost.
26. The contractor will display the weekly menu in advance.
27. The contractor will provide the name & ID Proof of employees working in the Hostel campus and He should submit the police verification document within three months.
28. The Principal reserves all the rights to accept or reject any tender without assigning any reason and also to impose/relax any term and condition of the tender.
29. All the rules of Rajasthan Transparency in Public Procurement Rules 2013 will be applicable as per rules.

**Signature of Tenderer
With Rubber Stamp**

TERMS AND CONDITIONS FOR AWARD OF CONTRACT FOR RUNNING OF VARIOUS HOSTEL MESSSES IN RUHS COLLEGE OF MEDICAL SCIENCES, JAIPUR COMPLEX.

1. SCOPE OF WORK

This work involves providing bed tea, breakfast, lunch, evening tea and dinner as per menu enumerated in para 9 for two messes as follows :-

Sr. No.	Name of Hostel	No. of Students Per day for approx. 276 days a year
1.	Girls Hostel, , RUHS College of Medical Sciences, Jaipur	100 students
2.	Boys' Hostel, RUHS College of Medical Sciences, Jaipur	100 students
Approx. number of Hostel occupants may vary plus/minus 10%		

The mess will function from 6:00 A.M to 10:00 P.M daily subject to change after due approval of the competent authority.

2. ELIGIBILITY

- a) The bidders should have experience in running catering services like Mess/Canteen/Cafeteria/ Catering (cooking & serving) in Govt./Reputed Private Schools / Colleges / Offices / Educational Institutions / Sports Hostels etc. having minimum strength of 100 persons, for a minimum period of one year.
- b) The Contractor shall submit a copy of food license to be issued by the Health Department, within a period of three months of the Award of Contract.

3. PERIOD OF CONTRACT:

- i. The Contract Deed shall be initially for period of one year which can be extended up to maximum period of another two years. The period of one year will be counted as preceding one calendar year from the date of First Work Order.
- ii. The extension will be subject to satisfactory performance of the services on year to year basis and increase of 10% of last payable price.

4. MAINTENANCE CHARGES(Rent):

- a) The Tenderer shall pay monthly Maintenance Charges of Rs. 5000.00 in advance on or before 10th day of the month.
- b) The Maintenance Charges shall be increased by 10% on the completion of each year.
- c) If monthly Maintenance Charges is not paid in full by the due date, the Tenderer shall be liable to pay penalty equal to 5% of the amount in default every month till the time full payment is made. However, on account of non-payment of Maintenance Charges for continuously 3 months, the contract deed shall be terminated.

5. SERVIETTES & CROCKERY

The contractor will have his own crockery, cutlery and cooking utensils.

Signature of Tenderer with seal

6. **SAFETY MEASURE:**
The contractor will provide the fire safety Gadgets to ensure safety from fire etc. Further, the gas cylinders will be kept outside the kitchen premises, in cage provided outside, to ensure safety.
7. **REGISTRATION/ EXECUTION OF THE AGREEMENT:**
The successful bidder shall be required to execute an agreement deed on the approved format (as per rules) and will be submitted to the institute on stamp papers of appropriate value to be registered with the appropriate authority at his own cost. The same shall be submitted with this office within 15 days so that the case can be pursued for issuance of letter of award of contract.
8. **PERFORMANCE SECURITY:**
The successful bidder shall be required deposit a performance security of an amount equal to 05% of the final bid in the shape of Demand Draft/FDR in favour of Principal, RUHS College of Medical Sciences, Jaipur drawn on any commercial/nationalized bank, payable at RUHS College of Medical Sciences, Jaipur, before signing of this agreement.
9. **MENU:**
The contractor shall serve to the residents of the Students Hostel menu as enumerated below:-

Days	Breakfast	Lunch	Dinner
Monday	Poha namkeen mix, onion, tomato, lemon mix + Tea + milk	Rajma + Curd + Daal + Rice+ Chapati + Salad + Fruit	Veg. + Daal + Rice+ Chapati + Salad+ Lemon + Fruit Cream
Tuesday	Milk (200 ml)+2 Banana +Cornflakes/Bread Butter + milk	Veg. + Curd + Daal + Rice+ Chapati + Salad + Fruit	Veg. +Kheer + Poori/buttered Chapati + Salad
Wednesday	Pastry+ patty+ coffee (200 ml) + milk	Veg. + Curd + Daal + Rice+ Chapati + Salad + Fruit	Paneer Veg. + Daal + Rice+ Chapati + Salad + Lemon
Thursday	Kabuly Chana+ 4 kulche + Tea + milk	Veg. + Karhi + Daal + Rice+ Chapati + Salad + Fruit	Veg. + Daal + Rice+ Chapati + Salad+Lemon
Friday	Poha namkeen mix, onion, tomato, lemon mix+ Tea+ milk	Veg. + Curd + Daal + Fried Rice+ Chapati + Salad + Fruit	Veg. + Daal + Rice+ Chapati + Salad+ Lemon
Saturday	Aloo parantha + Curd +Pickle + Tea+ milk	Veg. + Curd + Daal + Pulao+ Chapati + Salad + Fruit	Chhole Bhature + Onion + Fried Mirch + Lemon

Signature of Tenderer with seal

Sunday	Sambhar Vada/ Tikki Chola + Coffee + milk	Paneer Masala/Baby Corn Palak + Salad + Daal Fry + Pulao + Buttered Chapati + Sweet/Ice cream + Fruit	Veg. + Daal + Rice+ Chapati + Salad
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NOTE: Sweet dish with dinner daily

Evening Tea (4:00 p.m to 6:30 p.m.)	Tea with 1 piece of snacks i.e. Samosa/ Bread Pakora/ Sandwich Bread Roll/ Patties
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10. **QUALITY:**

The contractor shall use raw ration material of good quality, Standard make “ISI Marked” (where possible) and of reputed brands as under:-

1. Butter will be Amul/Mother Dairy/Saras
2. Jam will be of Kissan/Pan/Tops/Safal
3. Oil will be refined oil: Dhara/Sundrop/Dalda or any reputed brand with Agmark
4. Rice will be good basmati as approved by the Hostel Committee
5. Wheat Atta must be approved by the Hostel Committee and Chief Warden
6. Coffee: Nescafe/Bru
7. Tea must be branded and approved by the Hostel Committee
8. Ketchup and Pickles must be of Top/Kissan/Nafed/MTR
9. Milk will be toned milk of Amul/Saras/Mother Dairy
10. Salt will be iodised branded salt and masala shall be either of MDH/BMC/Ramdev/Reliance
11. Besan will be of Pan/Rajdhani/Shakti Bhog or any Agmark approved by Hostel Committee
12. Brand of any other item required or any of the above items in case of non-availability of above brands, will be mutually decided by the Hostel Committee and the contractor approved by the competent authority.

11. **INDEMNITY BOND:** The contractor shall indemnify this College against any loss to Govt. property and other infrastructure of this college/ hospital for theft, fire or misuse. For this purpose, the contractor will have to submit a written Indemnity Bond on a Non Judicial Stamp Paper of Rs.50/- duly attested by a Notary Public, within 15 days of award of contract.

12. **COMMENCEMENT OF WORK:** The contractor is required to commence the work within 15 days of the issue of the allotment letter. In the event of failure, a penalty @ Rs. 200/- per day w.e.f. date of award contract shall be imposed in case of non-commencement of work within the stipulated period.

13. **MESS STAFF:** The contractor shall employ adequate number of experienced persons at his own cost to run the hostel Mess. In case of any complaint/ against any of his employee, the contractor shall immediately replace the particular person so deployed if so desired by the Warden of the concerned Hostel. Accommodation for the mess servants will not be the liability of RUHSCMS and will be arranged by the contractor on his own.

Signature of Tenderer with seal

14. **IDENTIFICATION, UNIFORM AND MEDICAL EXAMINATION OF STAFF:** The employees of the contractor are required to display their Identity Cards for the purpose of proper identification, which shall be issued to them by the contractor. They will wear clean and neat uniforms. The Contractor will ensure that all his employees are medically fit and are free from communicable diseases. He will also communicate to the Warden of the concerned Hostel, names, parentage, residential address, age etc. of the persons as and when deployed or changed from time to time. Police & antecedent verification of mess employees would be the responsibility of contractor.
15. **RELATIONSHIP BETWEEN THE EMPLOYEES OF CONTRACTOR AND THE INSTITUTE:** The persons deployed by the contractor for the work shall be the employees of the contractor for all intents and purpose. In no case, there shall be any relationship of employer and employees between the said persons and this institute, either implicitly or explicitly.
16. **RUNNING OF THE MESS, CLEANLINESS AND SANITATION:** The contractor shall arrange all material at his own cost from the market and ensure adequate quantity of ration and other articles required for the mess service. The hygiene and sanitation of the premises shall be the responsibility of the contractor. The contractor shall be required to keep the Hostel Mess areas as well as its surrounding hygienic, neat and clean. Sale and consumption of articles like cigarettes, wine and other narcotics is prohibited in the Hostel Mess & Hostel premises.
17. **PREVENTIVE MEASURES TO BE TAKEN BY THE CONTRACTOR:** The contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct by his employees. The contractor shall not use the Hostel Mess area for residential purposes for himself and for his employees.
18. **SURPRISE CHECK:** Chief warden / Warden are at liberty to carry out any surprise check to ensure that the contractor is providing satisfactory services. The Principal or any other officer authorized for the purpose shall be at liberty to check the quality of items prepared in the Hostel Mess at any time and to take samples of the same to be tested in the college Laboratories or any other Laboratory. In case the quality of food is found unsatisfactory, the contractor shall be liable to pay a fine upto Rs.1000/- in case of any adulteration or quality failure.
19. **DETERMINATION OF QUALITY OF WORK/ SERVICES:** The decision of the Principal, with regard to the determining of quality of work/ services done by the contractor, shall be final and acceptable to the contractor. The contractor shall, thereafter, rectify the defect so pointed out without any extra payment.
20. **BLACK LISTING:** The Tender deed under the contract shall be subject to the black-listing policy declared by the Government and issued from time to time.
21. **ALTERNATE ARRANGEMENT IN CASE OF DEFICIENCY IN SERVICES:** The Principal, reserves all rights to get the work/ services so rejected got done/ replaced

Signature of Tenderer with seal

at this own level at the risk and cost of the contractor by giving him 10 days notice and the expenditure so incurred on this account shall be recovered from the bills of the contractor or any other outstanding dues or by revocation of any or all parts of the security, as the authorities may think proper subject to making up of the deficiency by the contractor.

22. **COUPONS SYSTEM:** The mess contractor will issue coupons for 23 days to each student/employee. So that every Student/ employee has to pay 23 days diets per month. This is done to ensure smooth functioning and proper utilizations of the mess facilities of extra coupons may be obtained from the mess contractor if desired. The coupons of the one month will not be carried over to next month.
23. **PENALTY CLAUSE:** In case, the Contractor makes any default, as listed below, a penalty of Rs.500/- will be imposed for lapse reported for the first time. Subsequently, on repetition of any lapse, the penalty will be charged @ double the amount of the previous penalty, subject to maximum of 20% of bid price and thereafter, the case for termination of contract shall be initiated under relevant clause for:-
- a. Enhancement in rates, without prior approval.
 - b. Non display of rates.
 - c. Non maintenance of proper quality.
 - d. Non maintenance of the premises in clean & hygienic condition.
 - e. Sale & Consumption of articles like cigarette, liquor and any other narcotics etc.
 - f. Delay in payment of electricity and water charges.
 - g. Any other.
24. **ELECTRICITY/ WATER CHARGES:** Electricity charges on actual consumption basis shall be borne by the contractor. The contractor will pay water charges @ Rs.750/- p.m.
25. **SUBLETTING OF THE CONTRACT:** The contractor is not allowed to sublet the contract wholly or partly or to enter into any sub-contract through any mode for running such services.
26. **TERMINATION OF CONTRACT:** The deed may be terminated on occurrence of any of the following contingencies:
- a) On the expiry of the contract period without any prior notice.
 - b) Authority shall be at liberty for termination of contract by giving three months prior notice to Contractor without assigning any reason, or in the event of the non-payment of monthly Maintenance charges, electricity and water charges within 30 days of the due date and any other default.
 - c) If the Contractor fails to commence the work within 30 days of the award of the contract, his contract is liable to be terminated without any notice and the security deposited shall stand forfeited.
- OR
- d) In case the deficient services rendered by the Contractor by giving 10 days notice.
- OR
- e) In case of breach of any of the essential terms and conditions of the contract by the Contractor by giving 15 days notice.

Signature of Tenderer with seal

- f) On assigning the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the contract wholly or partly by giving 15 days notice.
- g) On the Contractor being declared insolvent by competent Court of Law without any notice. provided that in all the above situations, the Security Deposit/ EMD, as applicable, shall be forfeited.”

OR

- h) In case Tenderer is unable to continue the contract, the Contractor shall give minimum three month notice. If the Contractor does not give the requisite notice, then the security deposit shall be forfeited in proportion to the period falling short of the specified notice period.
 - i) “Provided that during the notice period for termination of the contract, in the situations contemplated above, the Contractor shall continue to discharge his duties till the termination of the contract.” Provided further that in case the Contractor surrenders the contract before one year he/she will be liable to pay additional rent for two months along with the rent for the notice period.
27. **PEACEFUL HANDING OVER OF POSSESSION:** On completion/ termination for the contract, it shall be the duty of the contractor to remove all the persons deployed by him and ensure that no person disruption/ hindrance/ problem of any nature.
28. **TRANSFER OF LIABILITIES:** In the event of exigencies of death, infirmity, insolvency of the contractor or for any other reasons or circumstances, all liabilities shall be borne by the following on such terms and conditions, as the Principal, RUHS College of Medical Sciences, Jaipur may think proper in public interest.
- a) Legal heirs in case of sole proprietor.
 - b) The next partners in the case of company or firm.
29. **INTIMATION OF ADDRESS OF Tenderer:** The successful tenderer/ Contractor should submit documents verifying the identity & commercial as well as residential address before the issuance of letter of award in his favour. The list of the acceptable documents would include Voter Card/ PAN Card/ Passport/ Aadhar Card. He should further be required to update this office regarding any change of commercial as well as residential address.
30. **ARBITRATION:**
- 1. In the event of any dispute or differences arising between the parties with regard to the terms and conditions of the agreement/contract and/or with regard to the breach or interpretation thereof including all rights and liabilities there under on any matter whatsoever touching upon the terms and conditions of the agreement/contract whether in course or on after its termination the parties will settle the same at the first instance by mutual discussions/conciliation which would be conducted by the RUHSCMS, Jaipur.
 - 2. In the event the said mutual discussions/conciliation fails, the aggrieved party shall initiate arbitration proceedings for resolution of differences/disputes etc., mentioned above by appointing a sole arbitrator, who shall be the Principal, RUHS College of Medical Sciences, Jaipur in which event the said proceeding shall be conducted in accordance with the provisions of the arbitration and conciliation.

Signature of Tenderer with seal

3. The venue of such arbitration proceeding shall be at RUHS College of Medical Sciences, Jaipur and the court in RUHS College of Medical Sciences, Jaipur alone will have jurisdiction in respect of all proceedings connected there with.

Dated:
Place:
Principal
RUHS College of Medical Sciences, Jaipur

Accepted
(Signature of Tenderer)
With seal and full address

Signature of Tenderer with seal

Annexure C :Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is -----

The designation and address of the Second Appellate Authority -----

(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 with in 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 a 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 with in 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 with in 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) Appeals 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

Signature of Tenderer with seal

(5) Form of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

- (a) The first appellate authority or second appellate authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing
- (b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be shall-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal 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.

Signature of Tenderer with seal

FORM No. 1

[see rule 83]

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

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 which the appellant is aggrieved:

4- If the Appellant propose 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- Prayer :

Place :

Date :

Appellant's Signature

Signature of Tenderer with seal

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement ofin 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 Entry;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state
3. government or any local authority as specified in the Bidding Document.
4. I/we are not insolvent, in receivership, bankrupt or being woundup, 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;
5. 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 in to a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
6. 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:
Name: Designation: Address:

Signature of bidder

Signature of Tenderer with seal

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

If 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 fifty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions 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.

(i) 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.

Signature of Tenderer with seal

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder,

whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

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TECHNICAL BID PROFORMA

Sr. No.	Particulars	Remarks
1.	Name & Address of the Bidder	
2.	Bidder : Individual / Partnership / Company	
3.	Registration No. of Labour Department, Govt. of Rajasthan	
4.	EPF No. of Rajasthan State	
5.	ESI No. of Rajasthan State	
6.	Service Tax No.	
7.	PAN No.	
8.	Registration No. & Year of Bidder	
9.	Contact No. of Bidder Telephone, FAX, Mobile, e-mail	
10.	GST Registration No.	
11.	Whether the Bid Security in the form of Demand Draft from any of the commercial/nationalized bank, drawn in the name of Principal, RUHS College of Medical Sciences, Jaipur, as application in different Hostel Messes has been submitted?	Yes/No
12.	Whether the Technical bid and Price bid with Bid Security have been submitted?	Yes/No
13.	Whether a DD for Rs.1000/- on account of Tender Fee in the name of Principal, RUHS College of Medical	Yes/No

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Sciences, Jaipur has been submitted?	
14. Whether a DD for Rs.1000/- on account of RISL Processing Fees in the name of “Managing Director RajCOMP Info Services Ltd” payable at Jaipur has been submitted?	Yes/No
15. Whether an affidavit on the non-judicial stamp paper, duly attested by the Notary, regarding non-black listing/non-prosecution of firm has been submitted?	Yes/No
16. Whether the individual/ firm has submitted the experience certificate of minimum one year of running a Mess/Canteen/Cafeteria/ Catering (cooking & serving) in Govt./Reputed Private Schools / Colleges / Offices / Educational Institutions / Sports Hostels etc. having minimum strength of 100 persons issued by the institute/office/firm etc.	Yes/No
17. Whether an undertaking in the shape of Affidavit for food to be issued by the Health Department has been submitted?	Yes/No
18. Whether a copy of the constitution/partnership deed of firm, if applicable, duly registered with Registrar Firms has been submitted?	Yes/No

Signature

Name: _____

Address: _____

Mobile No. _____

Signature of Tenderer with seal

FORMAT OF FINANCIAL BID

Name & Address of Bidder

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S.No.	PARTICULARS	PRICE IN INDIAN RUPEES (Per Student per day) as per conditions of Tender Document
1.	Quoted Rate for Providing Mess Facility at Various Boys and Girls Hostels of RUHS College of Medical Sciences, Jaipur	
2.	G.S.T. in Rupees.	
3.	Total Amount in Rs.	

Note: The price bids of only technically qualified firms shall be opened on date and time to be notified in due course of time after the opening of the tenders.

Signatures

(Name & Address of Tenderer)

Date:

Place:

Signature of Tenderer with seal