



Sardar Patel University of Police, Security and Criminal Justice

Lordi Panditji, Jodhpur-342037



E-mail: registrar@policeuniversity.ac.in,

Website: www.policeuniversity.ac.in

Ref: F.4(33)/SPUP/2023/Tender/Batteries/ 2080

Date: 10/8/23

"Notice Inviting Tender"

NIT No. 02/2023-24

Sardar Patel University of Police, Security and Criminal Justice, Jodhpur invites bid under Rajasthan Transparency in Public Procurement Act, 2012 & Rules, 2013 for supply of following goods from *manufacture* *authorized vendor* experienced, technically and financially sound & reputed bidders fulfilling eligibility criteria as described in the bid document as appended below:

S.N.	Name of Goods	Specifications/ Scope of Work	QTY.	Estimated Cost	Bid Security @ 2%	Tender Fees
1.	Lead acid maintenance free batteries for UPS. Make: Exide/ Panasonic/ Luminous/ Microtech/ AMCO/ Amron (with buy back of all battery back scheme.)	150 ah 26 ah	8 30	2,00,000/- (ap prox.)	4000/-	500/-

Important dates for downloading and submitting the tender are as follows:

Date and Time of downloading of bid document	14.08.2023
Date and Time of submission of bid along with Bid Security and Tender Fee	24.08.2023
Date and Time of opening of Technical Bid	Date: 25.08.2023 Time: 12.30 PM
Date and Time of opening of Price Bid in the office of Registrar, SPUP, Jodhpur	Shall be informed separately to the responsive bidders

Instruction of Bidders:-

1. The bid document, terms and conditions may be seen and downloaded from the website www.sppp.rajasthan.nic.in, www.policeuniversity.ac.in
2. The interested bidders may submit their bid along with separate Demand Draft drawn in favour of "Registrar, Sardar Patel Police University, Jodhpur" or "Registrar, SPUP" payable at Jodhpur towards the cost of Tender Fee (non-refundable), Bid without Tender Fee and Bid Security shall not be considered.
3. The Bid will be opened on the same date and time before Purchase Committee in the presence of bidders or their authorized representatives who may be present.
4. In the event of the specified date being a holiday, the activities assigned on that date may be carried out on next working day on the same time.
5. SPUP, Jodhpur is not found to accept the lowest bid and may reject any bid or any part of the bid without assigning any reason there for.
6. Bids received after the prescribed time and date will not be considered.
7. The bidders shall have to submit GST number Certificate from the Commercial Taxes Officer concerned without which the bids will not be considered.
8. **Validity:** - 90 day from the opening of Technical Bid.
9. **Payment:** - 100% after delivery and satisfactory inspection of material.
10. The amount of performance security shall be 2.5% of the amount of supply order as per terms and conditions.
11. Validity of the service for one year from the date of activation and configuration of subscription.
12. In case of any query, the Undersigned (Procurement Entity) may be contacted at e-mail- registrar@policeuniversity.ac.in


Registrar
SPUP, Jodhpur



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TECHNICAL BID
((SR FORM 15, RULE 68 OF GFAR-II))

1.	Bid for (name of goods for which the tender is submitted)	Supply and installation of UPS Batteries at SPUP, Jodhpur (with buy back scheme)
2.	Name and address of the firm submitting the tender (Photo ID Proof shall be attached)	
3.	Address to Procurement Entity	Registrar, Sardar Patel University of Police, Security and Criminal Justice, Jodhpur E-mail id: registrar@policeuniversity.as.in
4.	NIT No.----- date-----	
5.	The tender fee amounting to Rs. 500/- has been deposited vide Demand Draft NumberDated.....	
6.	The amount of Bid Security 4500/- has been deposited vide Demand Draft NumberDated.....	
7.	Eligibility Criteria: -	
7.1	Turnover: - Bidder should have minimum Turnover of Rs. 10 lacs consolidated during last three years from 2020-21, 2021-22 and 2022-23. Copy of Audited books of accounts shall be enclosed by bidder. Bidder should not be Black listed by any Govt. deptt./agency.	
7.2	Experience:- (Certificate issued by the competent authority shall be attached):- Supply and satisfactory completion of work at least one Institution of Government Corporation.	
7.3	Others (if any): - NIL	
8.	Copy of PAN Card Number/GST Registration Number Certificate are submitted herewith.	
9.	Form A,B,C & D as prescribed in Rajasthan Transparency in Public Procurement Rules, 2013 duly signed is also enclosed.	

Enclosures: -

- Copy of Photo ID Proof, PAN Card, GST Registration.
- Copy of Audited Profit and Loss a/c and Balance sheets of last three years
- Work experience certificate issued by the competent authority
- Form A, B, C & D
- Bid Security and Tender Fee as above

Signature of the bidder with Seal

Date :

Place :



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Conditions of Tender and Contract (SR FORM 16, Rule 68 & GFAR-ii)

Note: Bidders should read these conditions carefully and comply strictly while sending their bids.

1.	Bids must be enclosed in a properly sealed envelope according to the direction given in the Bid Notice.
2.	"Bids by bona-fide dealers":- Bids shall be given only by bona-fide dealers in the goods at present tenure. They shall, therefore, furnish a declaration in the Annexure-B as prescribed in RTPP Rules, 2013.
3.	(i) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the Procurement Entity and such change shall not relieve any former member of the firm, etc. from any liability under the contract. (ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procurement Entity a written agreement to this effect. The contractors receipt for acknowledgment or that of any partners subsequently accepted as above shall bind all of them and will be sufficient to discharge for any of the purpose of the contract.
4.	GST Registration Certificate: - No Dealer who is not registered under the GST Act prevalent in the State where his business is located hall tender. The GST Registration Number should be quoted and a GST clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the tender is liable to rejection.
5.	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.	Rates 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 initiated with dates. The bidder should mention element of statutory taxes such as GST separately.
7.	All rates quoted must be FOR and should include all incidental charges except statutory taxes such as GST, which should be shown separately. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Sardar Patel Police University, Jodhpur and the delivery of the goods shall be given as per delivery schedule. Goods to be purchased are for the purpose of official use, hence octroi is not payable. The rates, therefore, should be exclusive of octroi, and local tax.
8.	Purchase Preference:- Purchase preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995.
9.	Validity: - Tender shall be valid for a period of three months from the date of opening of Technical Bid.
10.	The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc. of the goods 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 Procurement Entity and get clarification.
11.	The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

Signature of Bidder with Seal



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12. Specifications:-

- (i) All article supplied shall strictly confirm to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should confirm strictly to those specifications and should bear such marks.
- (ii) The supply of articles marked with asterisk/at **serial number**, shall in addition, confirm strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the Procurement Entity/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the Bidders.
- (iii) **Warranty/Guarantee Clause:** - The Bidder would give guarantee that the goods/stores/articles would continue to confirm to the description and quality as specified for a period of **18 months or as prescribed by the manufacturer whichever is higher** days/months from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles,, if during the aforesaid **period of 18 months or as prescribed by the manufacturer whichever is higher**, the said goods/stores/articles be discovered not to confirm to the description and quality aforesaid or have determined (and the decision of the Procurement Entity in that behalf will be final and conclusive), the purchaser 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 and quality, on such rejection the goods/stores/articles will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The bidder shall if so called upon to do, replace the goods, etc. or such portion thereof as is rejection by the procurement Entity, otherwise the bidder 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 of otherwise.
- (iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the bidder shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipment's operative. The bidder shall also replace machinery and equipment's in case it is found defective which cannot be put to operation due to manufacturing defect, etc.
- (v) In case of machinery and equipment specified by the Procurement Entity the bidder shall be responsible for carrying out annual maintenance and repairs of the terms and conditions as may be agreed. The bidder shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment's whether under their annual maintenance and repairs rate contract to otherwise. In case of change of model he will give sufficient notice to the Procurement Entity who may like to purchase spare parts from them to maintain the machinery and equipment's in perfect condition.

13. INSPECTION:-

- (a) The Procurement Entity or his dully authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment's/machineries during manufacturing process or afterwards as may be decided.
- (b) The renderer shall furnish complete address of the premises of his office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

Signature of Bidder with Seal



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14.	Supplies when received shall be subject to inspection to ensure whether they conform to the specifications by technical experts. Where necessary or prescribed or practical, tests shall be carried out in SPUP, Jodhpur the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such test.
15.	Rejection:- (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the Procurement Entity. (ii) If, however, due to exigencies of SPUP, Jodhpur work, such replacement wither in whole or in part, is not considered feasible, the Procurement Entity after giving an opportunity to the bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
16.	The rejected articles shall be removed by the bidder within 15 days of intimation of rejection, after which Procurement Entity shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the bidder's risk and on his account.
17.	The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of loss, damage, breakage or leakage or any shortage the bidder shall be liable to make goods such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
18.	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 as opportunity to the bidder of being heard and recording of the reasons for repudiation.
19.	Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.
20.	(i) Delivery Period: - The bidder whose tender is accepted shall arrange supplies/services within a period of 30 days from the date of supply/work order. (ii) Extent of quantity: - Repeat Order:- If the orders are placed in excess of the quantities shown in the tender notice, the bidder shall be bound to meet the required supply. Repeat orders for extra items or additional quantities may be placed on rate and conditions given in the tender. Delivery or completion period may also be proportionately increased. The limit of repeat order shall be as under: (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works and; (b) 50% of the value of goods or services of the original contract. (c) If the bidder fails to do so, the Procurement Entity shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder. (iii) If the procurement Entity does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the bidder shall not be entitled to claim any compensation.
21.	Bid Security (B.S.): - 2% of Estimated Price.
22.	Forfeiture of Bid Security: - The Bid Security will be forfeited in the following cases: (a) When bidder withdraws or modifies its bids after opening of bids; (b) When bidder does not execute the agreement if any, after placement of supply/work order within specified time; (c) When the bidder fails to commence the supply of the goods or service of execute work as per supply/work order within the time specified; (d) When the bidder does not deposit the performance security within specified period after the supply/work order is placed; and (e) if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of RTPP rules.





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23.	<p>(1) Agreement and Performance Security deposit (Rule 75&76 of RTPP Rules, 2013):-</p> <p>(i) A successful bidder shall sign the procurement contract in the Form SR-17 within 15 days from the date of dispatch on which the letter of acceptance or letter of intent is dispatched to him. The bidder shall have to execute the agreement on a non-judicial stamp of specified value at its cost.</p> <p>(ii) The Bid Security money deposited at the time of bid will be adjusted towards Performance Security amount. The Performance Security amount shall in no case be less than Bid Security money. The amount of performance security shall be 2.5% against of amount of supply of order.</p> <p>(iii) No interest will be paid by the department on the Performance Security money.</p> <p>(iv) Performance security shall be furnished in any one of the following forms:-</p> <p>a. Bank Draft or Banker's Cheque of a scheduled bank;</p> <p>b. Bank guarantee/s of a Scheduled bank shall remain valid for a period of 60 days beyond to date of completion of guarantee period i.e. fourteen months.</p> <p>c. Fixed Deposit Receipt (FDR) of a Scheduled Bank.</p> <p>(v) The Performance Security furnished in the form specified in clause (a) to (c) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.</p> <p>(vi) The Performance Security to be refunded after two months of warranty period of satisfactory supply and installation of the items as per purchase order in case of one time purchase and two months in case delivery is staged, after the expiry of contract on satisfaction completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the bidder.</p> <p>(2) (i) Firms registered with the Director of Industries, Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration in original from the Director of Industries or a Photostat copy or a copy thereof duly attested by any Gazetted Officer, will be partially exempted from Bid Security money and shall pay Performance Security deposit at the rate of 1% of the estimated value of bid.</p> <p>(ii) Central Government and Government of Rajasthan Undertakings will be exempted from furnishing Performance Security money. However, they shall have to furnish a performance security declaration as per Rule 75 of RTPP Rules, 2013.</p> <p>(3) Forfeiture of Performance Security Deposit:- Performance Security amount in full or part may be forfeited in the following cases:-</p> <p>a. When any terms and conditions of the contract is breached.</p> <p>b. When the bidder fails to make complete supply satisfactory.</p> <p>c. Notice of reasonable time will be given in case of forfeiture of performance security deposit. The decision of the Procurement Entity in this regard shall be final.</p> <p>(4) The expenses of completing and stamping the agreement shall be paid by the bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement.</p>
24.	<p>Insurance: -</p> <p>(i) The goods will be delivered at the destination godown in perfect condition. The supplier, if he so desires, may be insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot etc.). The insurance charges will be borne by the supplier and state will not be required to pay such charges, if incurred.</p> <p>(ii) The articles may also be got insured at the cost of the Purchaser, if so desired by the purchaser. In such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.</p>

Signature of Bidder with seal



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25.	<p>Payments:-</p> <p>(i) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on completion of supply satisfactorily and on submission of bill in proper form by the bidder to the Procurement Entity in accordance with GF&AR, all remittance charges will be borne by the bidder.</p> <p>(ii) In case of disputed items, 10 to 25% of the amount shall be withheld and will be paid on settlement of the dispute.</p> <p>(iii) Payment in case of those goods which need testing shall make only when such tests have been carried out, test results received conforming to the prescribed specification.</p> <p>(iv) Payment- 100% after training on the activated service.</p>										
26.	<p>(i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the procurement Entity.</p> <p>(ii) Liquidated Damages:- In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of Stores which the bidder has failed to supply:-</p> <table><tr><td>1.</td><td></td></tr><tr><td>a.</td><td>Delay up to one fourth period of the prescribed delivery period</td></tr><tr><td>b.</td><td>Delay exceeding one fourth but not exceeding half of the prescribed period</td></tr><tr><td>c.</td><td>Delay exceeding half but not exceeding three fourth of the prescribed period.</td></tr><tr><td>d.</td><td>Delay exceeding three fourth of the prescribed period</td></tr></table> <p>2. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.</p> <p>3. The maximum amount of liquidate damages shall be 10%</p> <p>4. 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.</p> <p>5. Delivery period may be extended with or without liquidated damages, if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.</p>	1.		a.	Delay up to one fourth period of the prescribed delivery period	b.	Delay exceeding one fourth but not exceeding half of the prescribed period	c.	Delay exceeding half but not exceeding three fourth of the prescribed period.	d.	Delay exceeding three fourth of the prescribed period
1.											
a.	Delay up to one fourth period of the prescribed delivery period										
b.	Delay exceeding one fourth but not exceeding half of the prescribed period										
c.	Delay exceeding half but not exceeding three fourth of the prescribed period.										
d.	Delay exceeding three fourth of the prescribed period										
27.	<p>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, breakage, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount 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.</p>										
28.	<p>Bidders must take their own arrangements to obtain import license, if necessary.</p>										
29.	<p>If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. 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 procurement Entity.</p>										
30.	<p>The Procurement Entity 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 or stores to more than one firm/supplier.</p>										

Signature of Bidder with seal



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31.	The bidder shall furnish the following documents at the time of execution of agreement: - i. Attested copy of partnership deed in case of partnership firms. ii. Registration number and year registration in case partnership firm is registered with Registrar of Firms. iii. Address of residence and office, telephone numbers in case of sole proprietorship. iv. Registration issued by Registrar of Companies in case of company.
32.	If any dispute, arise out of the contract with regard to the interpretation meaning and breach of the terms of the contract, the matter shall be referred to by the parties to the Head of the University (HVC) who will appoint his senior most deputy as the sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
33.	All legal proceedings, is necessary arise to institute may by any of the parties (Sardar Patel Police University or Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.
34.	The provisions of "The Rajasthan Transparency in Public Procurement Act 2012 & The Rajasthan Transparency in Public Procurement rules 2013" its amendments from State Govt. from time to time will also apply.

Signature of Bidder with seal



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Special Conditions (if any)

1. All the batteries of each rating have to be single batch not older than three months.
2. Warranty: Not less than minimum 18 months or as prescribed by the manufacturer whichever is higher.
3. Lowest bidder will be decided on the basis of total cost of each category of battery.
4. Batteries are to be installed as following - **150 ah (08 batteries) and 26 ah (30 batteries)**
In case of failure /replacement of 02 batteries of 150 ah/26 ah connected with any UPS or failure/replacement during warranty period, all the batteries of the corresponding UPS have to be replaced with new batteries of one batch not older than 3 months.
5. Make of each type of battery have to be specified separately.

Signature of Bidder with Seal



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Check List

S.No.	Particulars	Yes/No
1.	Demand Draft for Tender Fee (Non-Refundable)	
2.	Demand Draft for Bid Security Money (Refundable) (2% of the Estimated value)	
3.	Manufacturer/Authorization Certificate	
4.	GST Number Certificate from the Commercial Taxes Officer	
5.	Name and Address of the Firm	
6.	Turnover during last three years	
7.	Experience Certificate	
8.	Copy of PAN Card Number	
9.	Form A, B, C, & D enclosed	



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PRICE BID (SR FORM 15, RULES 68 OF GFAR-II)

1.	Bid for (name of goods/services for which the tender is submitted)	Supply and Installation of UPS batteries at SPUP, Jodhpur (with buy back scheme)
2.	Name and address of the firm submitting the tender (Photo ID Proof shall be attached)	
3.	Addressed to Procurement Entity	REGISTRAR Sardar Patel University of Police, Security and Criminal Justice, Lordi Panditji, Jodhpur-342037 registrar@policeuniversity.ac.in
4.	NIT No.----- Date-----	

S. N.	Name of Goods/Services	Specifications / Scope of work	Unit/ Qty.	Rate per Unit			GST/Tax (if applicable)	Total Cost (Rs.) 4*(7+8)
1	2	3	4	5 Rate	6 Buy Back Rate	7 Total	8	9
A.	Lead acid maintenance	150 ah	8					
B.	free batteries for UPS. Make: Exide/ Panasonic/ Luminous/ Microtech/ AMCO/ Amron (with buy back of all battery back scheme.)	26 ah	30					
Total Cost (A+B)								
Amount in words:								

Note:

- All other levies such as Excise duty, octroi (if any) etc. may be shown separately.
- Any discount i.e. quantitative discount and others may also be mentioned in details.
- Goods will be delivered within a stipulated period as mentioned in the conditions of tender.
- The rates quoted above are valid up to the contract period. The contract period may be extended with mutual agreement as per conditions of the contract.
- Lowest bidder will be decided on the basis of total cost of each category of battery.

Signature of Bidder with Seal

Date:

Place:



Annexure A: Compliance with the code of Integrity and No Conflict of Interest

Any person participating in procurement process shall:

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

Conflict of Interest:-

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

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

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

Date:.....

Place:

Signature of bidder

Name:

Designation:

Address:



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Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specification in the Bidding Document;
3. I/We have are nor insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceeding;
5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding Document, which material affects fair competition;

Date:.....

Place:

Signature of bidder

Name:

Designation:

Address:



Sardar Patel University of Police, Security and Criminal Justice

Lordi Panditji, Jodhpur-342037

E-mail: registrar@policeuniversity.ac.in,

Website: www.policeuniversity.ac.in



Annexure C: Grievance Redressal during Procurement Process

The designation and the address of the first Appellate Authority is **Hon'ble Vice-Chancellor, SPUP, Jodhpur**

The designation and the address of the Second Appellate Authority is **Principal Secretary, Home Department, Government of Rajasthan, Jaipur**

(1) Filling an appeal

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

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

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

- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of appeal.
- (3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidder Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

- a. An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.



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- 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 Filling Appeal

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

(7) Procedure for disposal of appeal

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

Date:.....

Place:

Signature of bidder

Name:

Designation:

Address:

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)

01. Particulars of appellant :
- (i) Name of Appellant :
 - (ii) Official address, if any :
 - (iii) Residential address :
02. Name and address of the respondent(s) :
- (i)
 - (ii)
 - (iii)
03. Number and date of the order appealed against
and name and designation of the officer/authority
who passed the order (enclosed 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 :
04. If the Appellant proposes to be represented by a
representatives, the name and postal address of
the representative :
05. Number of affidavits and documents enclosed with the appeal :
06. Ground of appeal :
..... (supported
by an affidavit)
07. Prayer
- Place :
- Date :

Appellant's Signature



Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotal, the subtotal 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 Security Deceleration shall be executed.

2. Procuring Entity's Right to vary Quantities:

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the Unit price or other term 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 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procurement Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.



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

As as general rule all the quantities of the subject matter of procurement shall be procured for 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 of procurement to be procured is of critical and vital nature, in such case, 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.

Date:.....

Place:

Signature of bidder

Name:

Designation:

Address: