

# UNIVERSITY OF KOTA, KOTA

M.B.S. Marg, Near Kabir Circle, Kota

F-( )/ESTATE/UOK/2017/11695

Date : 04.03.2017

Notice inviting e-bid (NIB No. 03/2016/17)

U.O.K., Kota invites e-bid in three cover system from appropriate class Govt. Regd. Contractors for “ Supply and Installation of National Flag at UOK, Kota”. The other details of bid documents may be viewed/down loaded from UOK website : [www.uok.ac.in](http://www.uok.ac.in), [www.Sppp.raj.nic.in](http://www.Sppp.raj.nic.in) and [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)

**Registrar**

# UNIVERSITY OF KOTA, KOTA

M.B.S. Marg, Near Kabir Circle, Kota  
Phone no. 0744-2472934 Gmail I.D.- [registrar@uok.ac.in](mailto:registrar@uok.ac.in)

NIT NO. 03/2016-17

Date :-04.03.2017

“Notice inviting tender (On Line)”  
(SR FORM-14, RULE 68 OF GFAR-II)

University of Kota (UOK), Kota invites e-tender/bid under Rajasthan Transparency in Public Procurement Act, 2012 & Rules, 2013 for following works from experienced, technically and financially sound & reputed bidders fulfilling eligibility criteria through e-tendering system as described in the bid document as appended below :-

S.No.	Name of Works	Specifications/ scope of work	Estimated cost	Bid Security	Tender fee	RISL Processin g fee	Work Completion Period
1.	Supply & Installation of National Flag at UOK, Kota	As per BOQ	13.40 lacs	27000.00	500.00	1000.00	6 Months

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

Date and time of downloading of bid document	07.03.2017 (10.00 AM) to 27.03.2017 (03.00PM)
Date and time of on-line submission of bid	07.03.2017(10.00 AM) to 27.03.2017 (05.00PM)
Last date of physical submission of Bid Security, Tender fee and RISL processing fee	28.03.2017 (02.00PM)
Date and time of on-line opening of Prequalification/Technical Bid	28.3.2017 (03.00PM)
Date and time of on-line opening of Price Bid in the UOK, Kota	To be informed separately

#### Instructions to bidder:-

1. The bid documents, terms and conditions may be seen and downloaded from the web site [www.uok.ac.in](http://www.uok.ac.in), [www.sppp.raj.nic.in](http://www.sppp.raj.nic.in) and [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)
2. The interested bidders may submit their on-line bids along with separate Demand Drafts drawn in favor of “University of Kota, Kota” payable at Kota towards the cost of Tender Fee (non-refundable), Bid Security and RISL Processing Fee (Non-refundable) demand draft shall be in favor of “Managing Director, RISL” payable at Jaipur.
3. The above demand drafts must reach physically in the office of Registrar UOK, Kota on or before last date as mentioned above failing which bids shall not be considered.
4. Bidders having digital signature certificate (DSC) as per IT Act, 2000 to sign their electronic Bids, shall submit their offer on-line on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) in stipulated time and date mentioned herein above. Bids shall not be accepted personally. The bids will be opened on the same date and time before purchase committee in the presence of bidder or their authorized representative who may be present.
5. In the event of the specified dates being a holiday, the activities assigned on that date may be carried out on next working day on the same time.
6. UOK, Kota is not bound to accept the lowest bid and may reject any bid or any part of the bid without assigning any reason therefore.
7. Bids received after the prescribed time and date will not be considered.
8. The bidders shall have to submit Sales Tax Registration number along with copy of Sales Tax Clearance from the Commercial Taxes Officer concerned without which the bids will not be considered,
9. Validity :- 90 days from the opening of Technical bid.
10. In case of any query the undersigned (Registrar) may be contacted at 0744-2472934 or email at [registrar@uok.ac.in](mailto:registrar@uok.ac.in)

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Phone no. 0744-2472934 Gmail I.D.- [registrar@uok.ac.in](mailto:registrar@uok.ac.in)

NIT No. .... /2016-17

## TECHNICAL BID

### (See appendix XI of PWF&AR Part-II)

1.	Bid for (name of works for which the tender is submitted)	Supply & Installation of National Flag at UOK, Kota
2.	Name and address of the firm submitting the tender (Photo ID Proof shall be attached)	.....
3.	Addressed to Procurement Entity	Address : Registrar UOK, Kota Contact No. 0744-2472934 Email ID :- <a href="mailto:registrar@uok.ac.in">registrar@uok.ac.in</a>
4.	NIT No. & Date	/2016-17 Dt .....
5.	The tender fee amounting to Rs. 500.00 has been deposited vide Demand Draft Number ..... Dated .....	
6.	The Bid Security amounting to Rs. 27000.00 has been deposited vide Demand Draft Number .....	
7.	The RISL Processing Fee amounting to Rs. 1000.00 has been deposited vide Demand Draft Number .....	
8.	Eligibility Criteria :-	
8.1	Experience:- The bidder must have completed one or more similar work within last 3 years in Govt. autonomous institute Details of the experience of installation of National Flag (monumental 100 ft. ht.) within last 3 years (Completion certificate issued by competent authority must be enclosed)	
8.2	Govt. Registration in appropriate class enlistment.	
8.3	Copy of Pan Card Number, Service Tax/Sales Tax Registration Number and Sales Tax Clearance Certificate are submitted herewith. (as applicable)	
9.	Form A, B, C & D as prescribed in Rajasthan Transparency in Public Procurement Rules, 2013 duly signed is also enclosed.	
10.	The rates should be quoted after examining the site and the various difficulties likely to be encountered during the execution of work. <u>I have also gone through the Terms &amp; conditions and general rules &amp; direction carefully and agree to abide by those.</u>	

Enclosures :-

- (i) Copy of Photo ID Proof, PAN Card, Service Tax/RST/CST/Vat & Govt. Works Registration (as applicable).
- (ii) Work experience certificate issued by the competent authority.
- (iii) Form A, B, C & D
- (iv) Bid Security, Tender Fee, Processing Fee as above.

Signature of the bidder With seal

Date : .....

Place : .....

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## G-Schedule

**Name of work:-** Installation of National Flag at UOK, Kota

S.No.	Description of Equipments/Activities	UOM	Qty.	Unit Rate (Rs.)	Amount
1.	Supply & installation of 30.5m Flag mast, Mast shaft shall be in three sections, hot dip galvanized and suitable for wind velocity as per IS 875, GA drawing of mast is attached, along with special Type Dome.	Nos	1	428232	428232
2.	Supply of foundation bolts, manufactured from special steel along with nuts, washers, anchor plates and templates.	Set	1	16082	16082
3.	System for Raising Lowering of Flag it shall have double drum winch, 6mm dia stainless steel wire rope and integral power tool for the raising and lowering of Flag. Suitable control panel shall be provided for reversing operation of power tool motor.	Nos	1	96865	96865
4.	Supply of system & Aviation Obstruction light with 3CX2.5Sqmm Cu armored cable.	Nos	1	31225	31225
5.	Supply of non-integral floodlight luminaires type BJEF 21 S with one no 400 W MH T lamp and its control gear box. Arrangement supports for mounting CG box and luminary on foundation	Nos	2	9571	19142
6.	Supply of national flag of size 20'X30' in 100% knitted polyester (140 gsm), with reinforced super strong nylon webbing on all 3 sides & rope/toggle sleeve.	Nos	3	58125	174375
7.	Construction of shallow foundation with M20 grade concrete for highmast considering	Job	1	250000	250000

	the safe soil bearing capacity at site as 20T/sqmtr at 2 meter depth with all materials and labour and soil investigation. (as per approved drawing)				
8.	Erection of the Flag Mast with the help pf suitable equipments and assembly of operating syatem and Flag supplied by you.	Job	1	124320	124320
9.	Provision og G.I. pipe earthing for High mast with 2.5M long 40mm dia GI Pipe including connection to High mast earth terminal with 25X3 mm GI flats with all materials and labour (2nos per mast required)	Nos	2	11417.5	22835
10.	Painting of Flag Mast PU painting of High mast shaft with a coating of etch primer, primer and PU paint.	Job	1	133926	133926
11.	Erection of the 2 nos. fitting on suitable Plinth, supply & laying of 3 CX2.5 Sqmm CU Power cable for the individual pole and wiring of luminaire etc.	Job	1	43131	43131
				<b>Total Rs.</b>	<b>1340133</b>

I/We agree of execute the above work at following rates as per enclosed terms & condition & general rules & Directions.

**I/We hereby agree to the above work..... % above/below of rate as per BOQ.**

**Date:-**

**Name & Signature of Contracto  
With Seal**

# University of Kota, Kota

## CONDITIONS OF TENDER & CONTRACT

### APPENDIX XI (continued)

#### GENERAL URLES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works, proposed for execution by Contract, will be notified in a form of invitation to tender pasted on public places and on a board hung up in the office of and signed by the Chief Engineer or other duly authorised Engineer.  

The form of invitation to tender will state the work to be carried out, as well as the date of submitting and opening of tenders and the time allowed for carrying out the work, also the amount of Earnest Money to be deposited with the tender and the amount of the [xxxx] Security Deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawing and estimated rates/scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer shall be open for inspection by the Contractor at the office of the Chief Engineer or other duly authorised Engineer during office hours.
2. In the event of tender being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a power of Attorney, authorising him to do so. Such power of Attorney will be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate.
3. Receipts for payments, made on account of a work when executed, by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person, who submits percentage rate tender, shall fill up the usual printed form stating at how much percent above or below the rates specified in Schedule G, he is willing to undertake the work. Only one rate of percentage, more or less, on all the estimated rates/scheduled rates shall be mentioned. Tenders, which propose any alteration in the work, specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but Contractors, who wish to tender for two or more works, shall submit a separate tender for each work. Tenders shall have the name and number of work, to which they refer, written outside the envelope.
5. The Chief Engineer or other duly authorised Engineer will open the tenders in the presence of any contractor(s) or their authorised representatives who may be present at the time, and will announce and enter the rates/amounts of all tenders in the Register of Opening of Tenders, (Form RPWA 20A). In the event of the tender being accepted, a receipt for the Earnest Money deposited shall be given to the Contractor, who shall sign copies of the specifications and other documents mentioned in Rule 1. In the

<sup>1</sup> Deleted words "Performance Guarantee and/or" by Order No.F.764(F)D-Exp-II/99 dated 23.3.2001(Circ. No. 122001), with immediate effect.

event of a tender being rejected, the Earnest Money forwarded with such unaccepted tenders shall, be returned to the Contractor making the same.

6. The Chief Engineer or other duly authorised Engineer shall have the right of rejecting all or any of the tender without assigning any reason.
7. The receipt of an Accountant, Cashier or any other official, not authorised to receive such amount, will not be considered as an acknowledgment of payment to the Chief Engineer or other duly authorised Engineer.
8. The memorandum of work tendered for, memorandum of materials and of tools and plant to be supplied by the Department and their rates, shall be filled in and completed in the office of the Chief Engineer or duly authorised Engineer before the tender form is issued.
9. If it is found that the tender is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it would be open for the Engineer-in-charge not to consider the tender, forfeit the amount of earnest money and/or delist the contractor.
10. The tenderer shall sign a declaration under the Official Secrets Act for maintaining secrecy of the tender documents, drawings or other records connected with the work given to him in form given below. The unsuccessful tenderers shall return all the drawings given to them.

**Declaration**

"I/We hereby declare that I/We shall treat the tender documents, drawings and other records, connected with the work, as secret confidential documents, and shall not communicate information derived therefrom to any person other than a person to whom I/We am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the same."

11. Any percentage rate tender containing item-wise rates, and any item rate tender containing percentage rate below or above estimated/scheduled rates, will be summarily rejected. However, if a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
12. On acceptance of the tender, the name of the accredited representative(s) of the Contractor (with a photograph and signature attested), who would be responsible for taking instructions from the Engineer in charge, shall be communicated to the Engineer-in-charge.
13. Sales tax or any other tax on materials, or Income Tax in respect of the contract shall be governed by Clause 36 A, B and C and D of the Conditions of Contract. Deduction of Income Tax at source will be made as per provisions of the Income Tax Act, in force from time to time.
14. The tender to work shall not be witnessed by a Contractor or Contractors who himself/himselfs has/have tendered or who may and has/have tendered for the same work. Failure to observe the secrecy of the tenders will render tenders of the contractors, tendering as well as witnessing the tender, liable to summary rejection.

- [15. If on check, there are some discrepancies, the following procedure shall be followed:-]
- (i) Where there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate.
  - (ii) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount worked out.
  - (iii) While quoting rates, if rate/rates against any item or items are found to be omitted, the rate given in the Schedule 'G' by the department for such items will be taken into account while preparing comparative statement and contractor shall be bound to execute such item on 'G' Schedule rates.
  - (iv) In case where percentage is given but the 'above' or 'below' not scored, the tender will be non-responsive.
16. The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the rules and orders issued, thereunder, from time to time. If he fails to do so, his failure will be a breach of the contract and the original sanctioning authority in his discretion may cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of violations by him of the provisions of the Act.
  17. The Contractor shall read the specifications and study the working drawings carefully before submitting the tender.
  18. The site for execution of the work will be made available as soon as the work is awarded. In case, it is not possible for the Department to make the entire site available on the award of the work, the Contractor shall arrange his working programme accordingly. No claim, whatsoever, for not giving the site in full on award of the work or for giving the site gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc.
  19. The tender documents show already the specific terms and conditions on which tenders are required by the Government. Hence, all tenders should be in strict conformity with the tender documents and should be fulfilled in, wherever necessary, and initialed. Incomplete tenders are liable to be rejected. The terms and conditions of the tender documents are firm, as such conditional tenders are liable to be rejected.
  20. The tenderer, while submitting tender, must provide adequate information regarding his financial, technical and organisational capacity and working experience to execute the work of the nature and magnitude.
  21. The Chief Engineer or other duly authorised Engineer reserves the right to ask for submission of samples as in respect of materials for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer, who is called upon to do so, does not submit within seven days of written order to do so, the Engineer-in-charge shall be at liberty to forfeit the said earnest money absolutely.

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1. Substituted by Order No F.3.4(D)Psp.30.99 dated 19. 3.2004 (2) vide No. 620611 with immediate effect



22. The Contractor shall submit the list of the works, which are in hand (progress), in the following form:-

Name of work	Name and particular of the Sub-Division/Division, where work is being executed	Amount of work	Position of works in progress	Remarks
1	2	3	4	5

23. The Contractor should quote his rates only in one language i.e. either in Hindi or English. Rates should be quoted in figures as well as in words. In case a Contractor has quoted rates in both the languages, and the rates so quoted differ, then the lower of the two shall be treated as the rate quoted by the Contractor.
24. All additions, deletions, corrections and over writings, must be serially numbered and attested by the Contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this scope.
25. After acceptance of the tender, the Contractor or all partners (in the case of partnership firm), will append photographs and signatures duly attested, at the time of execution of Agreement.
26. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, he shall stand debarred from participating in such retendering in addition to forfeiture of Earnest Money/Security Deposit [xxxx] and other action under agreement.
27. The tender documents shall be issued to those contractors only having valid enlistment as on the date of issue of documents.
28. (a) If a tenderer reduces the rates voluntarily after opening of the tenders/negotiations, his offer shall stand cancelled automatically, his earnest money shall be forfeited and action for debarring him from business shall be taken as per enlistment rules.
- (b) If a non-tenderer offers lower rates after opening of tenders, action for debarring him from business shall be taken as per enlistment rules.
29. Contractors shall submit only unconditional tenders. Conditional tenders are liable to be rejected summarily.

1 Deleted words "Performance Guarantee" by Order No F-2(4)/EXE/sp/10/99 dated 23.3.2001(Circular No. 13/2001) with immediate effect.

### Tender for works

I/We hereby tender for the execution for the Governor of the State of Rajasthan of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates, (in figures).....% (as well as in words)..... percent below/above the amount, entered in the schedule G in all respects in accordance with the specifications, designs, drawings and instructions in writing referred to in Rule I in all respect in accordance with such condition so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools & plant, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

### Memorandum

- (a) General description of work.....  
(b) Estimated cost Rs.....  
(c) Earnest money Rs.....@ 2% for enlisted contractors outside their zone and 1/2% within their zone of enlistment.

(d) [xxxx] Security Deposit :

<sup>2</sup>[i] The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. However, the amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guarantee, FDR etc. The earnest money deposited shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit.

(ii) However, a contractor may elect to deposit full amount of 10% security deposit in the shape of bank guarantee or any acceptable form of security before or at the time of executing agreement. In that case earnest money may be refunded only after deposition of full 10% as above. However, in case during execution cost of works exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted from the Running Account Bills.]

(iii) Bank Guarantee shall in all cases be payable at the headquarter of the Division or the nearest District Headquarters.

(e) Time allowed for the completion of work (to be reckoned from the 10th day after the date of written order to commence the work) is \_\_\_\_\_ months. Should this tender be accepted in whole or in Part. I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto and of the Notice Inviting Tender, or in default thereof, to forfeit and pay to the Governor of Rajasthan or his successors in office, the sum of money mentioned in the said conditions.

A sum of Rs. \_\_\_\_\_ is forwarded herewith in the form of Cash, Bank Draft, Bankers Cheque as Earnest Money. This amount of earnest money shall absolutely be forfeited to the

1. Deleted word's 'Performance Guarantee &' by Order No.F.2(4)D/Exp II/99 dated 23.3.2001(Circular No. 12/2001) with immediate effect.

2. Substituted by Order No.F.2(4)D/Exp II/99 dated 23.3.2001(Circular No. 12/2001) with immediate effect.

Governor of Rajasthan or his successor in office without prejudice to any other right or remedies of Governor of Rajasthan or his successor in his office, should I/We fail to commence the work specified in the above memorandum [xxxx].

Signature of Witness  
Witness's address & occupation

Signature of Contractor  
Address of Contractor

Date

The above tender is hereby accepted by me on behalf of the Governor of Rajasthan.

Dated the \_\_\_\_\_ Engineer-in-charge

1. Deleted "or should I/We not furnish Performance Guarantee in Cash or in form of Bank Guarantee at the time of execution of Agreement, as specified in the above memorandum in accordance with Clause F of the said Conditions of Contract" by Order No. 273 (4) D. Exp. III/99 dated 25.3.2001 (Circular No. 12/2001) with immediate effect.

Signature & Seal of Bidder

# UNIVERSITY OF KOTA, KOTA

M.B.S. Marg, Near Kabir Circle, Kota (Raj.)

## Special Conditions

1. The rates including all T&P and scaffolding material & for all Height.
2. The rates cover protections of all places & things including cleaning of such places and things of all dropping & splashes of Material.
3. The quality, quantity of raw material will be verified by the Engineer-in-charge for which the documentary evidence (such as bill/invoice batch No. etc) of purchase of all material used shall be submitted on demand. Curing shall be performed as per the relevant code practices.
4. The tenderer is required to submit the previous experience of the civil work.
5. Conditional tender, without Signature, unsealed tenders shall not be accepted. All attached documents must valid on the day of opening.
6. In case of any typographical error or misprint in nomenclature the relevant BSR shall be binding and final.
7. PWF & AR form No. RPWA 100 shall be the part of this tender document.
8. Additional term & conditions for deviation/extra item/payment and execution of work will be strictly as per the conditions of contract mentioned in PWF & AR & RTPP Act 2012 & Rules 2013.
9. The University has the right to cancel any bid without assigning any reason.
10. The payment of the work will be made as per the actual measurement of each items submitted by the contractor in bill format and verified by competent authority.
11. The work shall be completed as per specification/requirement within the given time period. Otherwise necessary deduction will be made from the final payment as per provision of PWF & AR.
12. Contractor has to carried out mandatory test as per I.S.I/Direction of Engineer-In-Charge from the Government agency at his own cost.
13. To ensure quality of work, competent authority can ask the contractor to show the original bills etc. about the purchase of items. The contractor has to purchase all items from the manufacturer or the authorized dealers of the items.
14. Contractor has to ensure the decorum/discipline as per University norms otherwise necessary penalty shall be imposed by the competent authority.
15. The contractor himself will be responsible for any damage/loss due to any accident Contractor cannot claim for any kind of loss of material/man/financial loss. Contractor should depute expert, skilled and qualified man power for works.

16. Any damage caused to property of UOK during working or due to mistake of contractor, the same will be repaired/replaced by the contractor to its original conditions at its own cost.
17. Since the printed agreement from of the Govt. Press is not available and agreement from printed from local market is used fro agreement purpose for of this work. However in case of any printed mistake or any other error. From the standard agreement form, the rules & conditions amended by Govt. from time to time will be applicable if same is available & applicable for UOK.
18. Defect Liability Period (D.L.P.) shall be **3 years** from date completion.
19. Contractor has to sign works contract/agreement on Non-judicial stamp paper worth 0.25 percent of the work order amount or value set forth in such contract subject to maximum of Rs. 15000/-
20. The complete design & drawing proof checked by some Govt. Agency/Institute/Tech. University or Central Institute Like IIT, NIT etc. must be submitted by the agency before taking up the work with in one month (This period shall not be counted in work execution period) and accordingly the work shall be carried out.
- 21. Bidder has to maintain the flag for three years (3 years) and in case of any damage to flag, contractor has to replace the flag at his own cost. No extra payment shall be made on this account.**
22. The rates quoted by the contractor shall be deemed to be inclusive of Sales Tax, Income Tax, Service Tax, Royalty, Labour Cess & any other Tax/duty/cess applicable by law (As per state/central govt. enforced orders) at the time of payment and shall be borne by the contractor for performance of the Contract. The Employer shall deduct such taxes at source as per applicable law.
23. All structure drawings shall be prepared by the contractor shall be got approved from engineer in charge before execution.
24. Bank Details for the deposition of tender fees, earnest money & E-tender fees for the work under this NIT is as under.
  - A. Account holder :- Registrar University of kota
  - B. Account No. :- 752902010000002
  - C. IFSC code :- UBIN0575291
  - D. Name of Bank :- Union Bank of India (R.K.Puram)
25. 10% of the amount shall be deducted from each bill and will be released after completion of defect liability period i.e. 3years.

26. The electrical power & water required for work shall be arranged by the contractor at his own cost & no extra payment will be made on this account.
27. Other agencies doing works related to this project will also simultaneously execute works and contractor shall afford for such interfering and shall plan his activity/programme in such a way neither agency shall suffer due to interfering activities. No time extension will be considered due to these interfering activities.
28. Proper safety arrangements have to be made by the contractor at his own cost & no extra payment will be made on this account. As per direction of engineer in charge.
29. Supply, installation, erection work of the national flag as well as allied works shall be got executed by the contractor in accordance with the rules, regulations and norms prescribed for in the national flag act and directions issued by the flag foundation of India.

Registrar

Note: The rates have been quoted after examining the site and the various difficulties likely to be encountered (considering the University working) during the execution of work. I have also gone through the terms and conditions.

Date .....

Signature of Contractor

With Stamp

Name .....

Address.....

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

Any Person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not mispresent or omit that misleads or attempts to mislead so as to obtain 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 or a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest:**

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

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

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

Date:  
Place:

Signature of bidder  
Name:  
Designation:  
Address:



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

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

### **Annexure C: Grievance Redressal During Procurement Process**

The designation and the address of the first Appellate Authority is Hon'ble Vice-Chancellor, UOK, KOTA.

The designation and the address of the Second Appellate Authority is Principal Secretary, Technical Education, 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 grounds on which he feels aggrieved:

Providing that after the declaration of 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 the appeal.

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

**(4) Appeal not to lie in certain cases**

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

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

**(5) Form of Appeal**

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

**(6) Fee for Filing Appeal**

- (a) Fee for first appeal shall be two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non refundable.

- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled Bank in India payable in the name of Appellate Authority concerned.

**(7) Procedure for disposal of appeal**

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

## **Annexure D: Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount 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 price or other terms & conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to the 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.

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose bid is accepted, to deliver the entire quantity of 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.

Date:  
Place:

Signature of bidder  
Name:  
Designation:  
Address:

