

UNIVERSITY OF KOTA
M.B.S Marg, Kabir Circle, Kota

E-Tender

No.-F4()/GAD/UOK/2016/ 7773

Date 19/11/16

University of Kota invites E-tender through e-procurement on site of Govt. of Rajasthan for hire a placement agency till date 30/12/16 up to 12.00 Noon. Detail Terms & Conditions shall be seen in the bidding document on website of the State Public Procurement Portal [http.spp.raj.nic.in](http://spp.raj.nic.in) or <http://eproc.rajasthan.gov.in> and also on University website www.uok.ac.in.

The total cost of E-Tender Document is Rs. 2000/- which must be paid through two separate D.D. one amounting of Rs. 1000/- in favour of Registrar , UOK, Kota and other D.D. of Rs. 1000/- in favour of MD, RISL, Jaipur for E-Tendering processing fee.

Registrar

UNIVERSITY OF KOTA
M.B.S Marg, Kabir Circle, Kota

E-Tender Document
For Hire A Placement Agency

Mode of Bid of Submission	On line (E-Tender)
Procuring Entity	:University of Kota, Kota
Date & Time of Start of on line submission	: 01/12/16, 10.00 AM
Last date & Time of submission of technical bid	: 30/12/16 , 12.00 Noon
Date & Time of Open of Financial bid	Date will be intimated later to all technically qualified bidders

Cost of E-Tender Document and fee in favour of Registrar , UOK, Kota- Rs. 1000/- (DD/Bankers Cheque)

-E-Tendering processing fee in favour of MD, RISL, Jaipur - Rs. 1000/- (DD/Bankers Cheque)

Tender Document Fee Detail

Bidder's Name :

Address :

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Phone : :

Fax : :

Email : :

(A) Tender Fee :

Bank Demand Draft/Banker's Cheque Detail :

Number: Dated: Bank Name:

For Rs. 1000/-only (Rs. One thousand only) in favour of Registrar, UOK, Kota

(B) Processing Fee:

Bank Demand Draft/Banker's Cheque Detail :

Number: Dated: Bank Name:

For Rs. 1000/-only (Rs. One thousand only) in favour of MD, RISL, Jaipur

Name & Signature of Bidder with seal

Guidelines For Notice Inviting Bids

1. Registrar, University of Kota invites tenders for hire a placement agency from firms who meet the minimum eligibility criteria as specified in this bidding document.
2. The complete bidding document has been published on the website <http://eproc.rajasthan.gov.in> and University website www.uok.ac.in. for the purpose of downloading.
3. Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in> and University website www.uok.ac.in.
4. To participate in online bidding process, bidders must procure a Digital Signature Certificate (DSC Type III) as per information technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency.i.e. TCS. Safe crypt. N code etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
5. A single stage two envelope selection procedure shall be adopted.
6. Bidder is authorized signatory shall submit their offer online in electronic formats both for technical and financial proposal. However, DD for tender fee RISL, processing fee and EMD should be submitted physically at the office of procuring entity as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid cover.
7. University will not responsible for delay in online submission due to any reason. For this, Bidders are requested to upload the complete bid well in advance time so as to avoid 11 hour issues like slow speed, choking of website due to heavy load or any other unforeseen problems.
8. Bidders are also advised to refer “Bidders manual Kit” available at E-Proc website for further details about the e-tendering process.
9. Training for the bidders on the usage of e-Tendering System procurement is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement cell. RISL, Jaipur for booking the training slot. The help desk No. of RISL is 0141-4022688.
10. Only the Firms Compares who have participated m EOL will be permitted to participate in this tendering process.
11. No contractual obligation whatsoever shall arise from the RIP bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful Bidders.
12. Department disclaims any factual or other errors in this document the onus is purely on the individual bidders to verify such information provided herein are intended only to help the bidders to prepare a logical bid-proposal.
13. The Provisions of “The Rajasthan Transparency in Public Procurement Act. 2012 & The Rajasthan Transparency in Public Procurement rules 2013: will also apply.

Registrar
University of Kota
Kota

Inviting E-Bid
Schedule of E-Bid

Nature of work and Estimated value of the work	For Hire a placement agency for the year 2016-17 Rs. 6000000/- (Rs. Sixty lac only)
Cost of the bid document (non-refundable)	Rs. 1000/- Demand Draft/Banker's Cheque in favour of Registrar, University of Kota, Kota
Document download and online submission start Date & Time	01/12/16 , 10.00 AM
Document download end Date & Time	30/12/16 12.00 Noon
Place of Information about the work and bid document	Registrar, University of Kota , Kota
Processing Fee	DD/Banker's Cheque in favour of MD RISL , Jaipur Rs. 1000/-
Last Date & time for on-line submission of bids (Technical & Financial)	30/12/16 , 12.00 Noon
Last Date & time for submission of tender fees/EMD (DD/Banker's Cheque)	30/12/16, 1.00 PM (at the office of the Registrar , University of Kota, Kota , personally & by post
Technical Bid Opening of Date, Time & Venue	30/12/16, 3.00 PM Office of the Registrar , University of Kota, Kota
Date & Time of opening of financial bids	Date will be intimated later to all technically qualified bidders
Website of downloading tender document Corrigendum's Addendums etc.	http.spp.raj.nic.in or http://eproc.rajasthan.gov.in and our University website www.uok.ac.in .
Bid Validity	90 days
Earnest Money	Rs. 120000/- (One lac twenty thousand only)

Note:-

1. Bidders are advised to study the Tender Document the Rajasthan Transparency in public Proc. Act 2012 and Rules 2013 carefully. Submission of bid shall be deemed to have been done after careful study and examination of the bid documents. Act & Rules with full understanding of its implication.
2. The procuring entity reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids without assigning any reason at any time prior to contract award without thereby incurring any liability to the bidders.
3. Bidders must ensure compliance to terms & conditions mentioned as technical bid and enclose required documents/certificates carefully to avoid their disqualification.
4. The University shall not be responsible for any delay in electronic submission (uploading) of the Bids/Documents.

Registrar

Evaluation and Qualification

- 4.1 This Invitation for bids is open to all authorized Agency in response to this notice inviting E bids.
- 4.2 Bids will be accepted only from the authorized Agency.
- 4.3 This Invitation for bids is open to all manufactures/authorized dealers/authorized supplier in response to this NIB.
- 4.4 Detail of Bidder/Firm/Company
- 4.5 Address and Contact Details
- 4.6 DD/Banker's Cheque for Tender fee
- 4.7 DD/Banker's Cheque for EMD (2% of the estimated cost Rs. 60.00 Lakh)
- 4.8 Registration Certificate of SSI Unit, or Department of Industries/authorized authority ,if any
- 4.9 Self Declaration for unblemished record
- 4.10 Sales Tax/VAT Registration Certificate upload/enclosed
- 4.11 Sales Tax/VAT Clearance Certificate upload/enclosed
- 4.12 Central Excise Registration Certificate upload/enclosed
- 4.13 Copy of Pan Card to be upload/enclosed
- 4.14 Copies of certificates of incorporation of the Firm/Registration of Partnership, Company, Proprietary Certificate etc.
- 4.15 Copies of annual Turnover
- 4.16 Audited Balance Sheets duly signed by CA for last three years.
- 4.17 Dealership Certificate, if any
- 4.18 Supporting document of infrastructure, if any.

UNIVERSITY OF KOTA

M.B.S Marg, Kabir Circle, Kota

Tender Form (A) TECHNICAL BID

(For Hire a placement agency)

1. Name of Work : For Hire a Placement Agency for the year 2016-17
2. NIT NO.
3. Name of the Bidder :-
4. Telephone and Fax No.
5. E-Mail Address
6. Name and designation of the person authorized to make commitments to University of Kota, Kota and contract No.
7. RST/CST/DIC NO. (copy shall be enclosed)
8. Labour Licence No. (copy shall be enclosed)
9. PF Account No. (copy shall be enclosed)
10. E.S.I. Code No. (copy shall be enclosed)
11. Must have turn over average annual Rs. 50.00 Lakh during last 3 years i.e. F.Y. 2013-2014 , 2014-2015 , 2015-2016 (Copies of audited balance sheets duly attested by C.A. shall be enclosed)
12. Experience :- The bidder must have executed the same nature of works within last 03 years . (Certificate issued by competent authority shall be enclosed)
13. The bidder shall be registered for service Tax & Income Tax .(Documents to be attached/upload with technical bid)
14. Valid Service TAX Registration Certificate (if applicable) to be attached/upload with technical bid.
15. Latest Income TAX return along with copy of PAN card (if applicable.) to be attached/upload with technical bid.
16. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid.
17. Bid Security Fees
 - (a) Bid Security
 - (b) Tender Fee
 - (c) RISL Processing Fee
18. General Terms & Conditions
19. Form No. I, II, III & IV

Note:-

- (i) DD No. against tender fee, bid security in favour of University of Kota, Kota & DD for processing fee in favour of RISL payable at Jaipur shall have to be sent to UOK, Kota physically before the date & time of opening of technical bid , without which tender/bid shall not be accepted. However, bidders are required to scan & upload copies of DDs along with their technical bids.
- (ii) Technical bid & Price bid along with tender documents, certificates etc. have to be submitted online electronically on website www.eproc.rajgov.in.

- (iii) The bidders are required to get digital signature certificate (DSC) as per IT act 2000 to sign & submit on line tender.

Encl.:- Documents as mentioned our points no. 6 to 12

Place

Date

Signature of the bidder with seal

कोटा विश्वविद्यालय, कोटा

श्रेणी	विवरण (संलग्न विवरणानुसार)	कर्तव्य
01	अकुशल श्रेणी के कर्मचारी	
	(i) चतुर्थ श्रेणी कर्मचारी / चपरासी / सफाईकर्मी / श्रमिक	कार्यालय सफाई, पेयजल, डाक व्यवस्था कार्य / श्रमिक सम्बन्धी समस्त कार्य
	(ii) पम्प मेन	सबमर्सीबल मोटर्स को चालू करना व बन्द करना, सचिवालय, परीक्षा भवन एवं प्रशासनिक भवन में स्थित पानी की टंकियों को भरना व चेक करना, टंकियों की साप्ताहिक सफाई करना व अन्य निर्देशित कार्य सम्पादित करना।
	(iii) डाक रनर	निर्देशानुसार विश्वविद्यालय की डाक लाने व ले जाने का कार्य करना।
	(iv) मशीन ऑपरेटर	विश्वविद्यालय में स्थित फोटो कॉपी मशीन, डिजिटल डुप्लीकेटर मशीन को संचालित करना व अभिलेखों का संधारण करना।
	(v) बुक अटेंडेंट	पुस्तकालय में पुस्तकालय अध्यक्ष / प्रभारी अधिकारी के निर्देशानुसार कार्य सम्पादित करना।
	(vi) कुक	अतिथिगृह में आने वाले अतिथियों के लिए चाय –नाश्ता व भोजन आदि तैयार करना व निर्देशानुसार कार्य सम्पादित करना।
	(vii) वेटर	अतिथिगृह में आने वाले अतिथियों के लिए चाय –नाश्ता व भोजन आदि की सर्विस करना व निर्देशानुसार कार्य सम्पादित करना।
	(viii) लेब बॉय	विश्वविद्यालय प्रयोगशालाओं में विभागाध्यक्ष / प्रभारी अधिकारी के निर्देशानुसार कार्य सम्पादित करना।
	(ix) गोम्स बॉय	विश्वविद्यालय शारीरिक शिक्षा विभाग में निदेशक शारीरिक शिक्षा / प्रभारी अधिकारी के निर्देशानुसार कार्य सम्पादित करना।
02.	अर्द्धकुशल श्रेणी के कर्मचारी	
	(i) वायरमैन	बिजली सम्बन्धी कार्य सम्पादित करना।
	(ii) जूनियर क्लर्क	कार्य सम्बन्धी पत्रावलियों एवं अभिलेखों का संधारण व अन्य निर्देशित कार्य सम्पादित करना।
	(iii) प्रयोगशाला सहायक	विश्वविद्यालय में स्थित प्रयोगशालाओं में विभागाध्यक्ष के निर्देशानुसार प्रयोगशाला सम्बन्धी कार्य सम्पादित करना।
03.	कुशल श्रेणी के कर्मचारी	
	(i) इलेक्ट्रीशियन	निर्देशानुसार बिजली सम्बन्धी कार्य मय डी.जी. सेट को चलाना, बिजली सम्बन्धी रखरखाव आदि का कार्य सम्पादित करना।
	(ii) वाहन चालक (हल्के एवं भारी वाहनो के)	निर्देशानुसार वाहन के रख-रखाव व संचालन का कार्य सम्पादित करना।
	(iii) एकाउन्टेन्ट, क्लर्क, टाईपिस्ट, पुस्तकालय लिपिक, समय पालक, स्टोर कीपर, लेखा लिपिक	निर्देशानुसार कार्यालय में अनुभाग अधिकारी व प्रभारी अधिकारियों के निर्देशानुसार कार्य सम्पादित करना। सम्बन्धित पत्रावलियों एवं अभिलेखों का संधारण व अन्य निर्देशित कार्य सम्पादित करना।
	(iv) लाईब्रेरियन	विश्वविद्यालय के केन्द्रीय पुस्तकालय में आने व जाने वाली पुस्तकों का निर्धारित अभिलेखों में संधारण कर निर्देशानुसार कार्य सम्पादित करना।

	(v) इलेक्ट्रीक सुपरवाइजर	बिजली सम्बन्धी कार्यों को सम्पादित करवाने हेतु प्रस्ताव तैयार करना व बिजली सम्बन्धी कार्यों का पर्यवेक्षण करना।
04	कार्यालय में पत्रावलियों के संधारण एवं अन्य कार्यालय के कार्य (कम्प्यूटर टंकण सहित)	कार्यालय में पत्रावलियों के संधारण , विभागों में किये जाने वाले (लिपिकीय कार्य एवं अन्य कार्यालय के कार्य)
05	कार्यालयों में सुपरवाइजरी कार्य	कार्यालय में अनुभाग स्तर के सुपरवाइजरी कार्य जैसे अनुभाग /शाखा की व्यवस्था करना। नियमों के तहत कार्यवाही प्रस्तावित करवाना। विश्वविद्यालय नियमों की अनुपालना करना /करवाना इत्यादि कार्य।
06	उच्च स्तरीय पर्यवेक्षण सम्बंधी कार्य	पर्यवेक्षण सम्बंधी कार्य अनुभाग /शाखा के अधिकारी स्तर के उच्च स्तरीय पर्यवेक्षण सम्बंधी कार्य।
07	कार्यालयों में डाटा एंट्री का कार्य (अ) कम्प्यूटर ऑपरेटर	(अ) बिना कम्प्यूटर : विश्वविद्यालय में उपलब्ध कम्प्यूटर पर कम्प्यूटर ऑपरेटर का कार्य।

निविदादाता के हस्ताक्षर एवं मोहर

कोटा विश्वविद्यालय, कोटा

विभिन्न कार्यों को सम्पादित करने वाले व्यक्ति हेतु योग्यता का विवरण

(वैज्ञानिक अनुज्ञापत्र / अनुभवी आदि)

श्रेणी	परिशिष्ट 2 में अंकित कार्य संक्षिप्त विवरण	उक्त कार्य करने बाबत निर्धारित न्यूनतम शैक्षणिक योग्यता एवं कार्यानुभव
01	अकुशल श्रेणी के कर्मचारी	
	चतुर्थ श्रेणी कर्मचारी / चपरासी / पम्प मेन / डाक रनर / मशीन ऑपरेटर / बुक अटेण्डेन्ट / कुक / वेटर / लेब बॉय / गेम्स बॉय / श्रमिक / सफाईकर्मी	आठवी पास एवं कार्य का व्यवहारिक अनुभव। सफाईकर्मी एवं श्रमिक के लिए साक्षर, अन्य के लिए उपरोक्तानुसार
02.	अर्द्धकुशल श्रेणी के कर्मचारी	
	(i) प्रयोगशाला सहायक	मान्यता प्राप्त विश्वविद्यालय से विज्ञान संकाय में स्नातक
03.	कुशल श्रेणी के कर्मचारी	
	(i) इलेक्ट्रीशियन	सम्बन्धित व्यवसाय का आई.टी.आई. प्रमाण पत्र व मुख्य विद्युत निरीक्षक का समकक्ष का प्रमाण पत्र या विद्युत सुपरवाइजरी प्रमाण पत्र
	(ii) वाहन चालक (हल्के एवं भारी वाहनो के)	दसवी पास व हल्के एवं भारी वाहनो के संचालन के लाइसेंसधारी व अनुभवी व्यक्ति।
	(iii) एकाउन्टेन्ट, क्लर्क, टाईपिस्ट, पुस्तकालय लिपिक, समय पालक, स्टोर कीपर, लेखा लिपिक	मान्यता प्राप्त विश्वविद्यालय की स्नातक उपाधि अथवा उसके समकक्ष परीक्षा उत्तीर्ण, कम्प्यूटर डाटा एन्ट्री के ज्ञान के साथ <u>हिन्दी / अंग्रजी</u> टंकण का आवश्यक ज्ञान
	(iv) लाईब्रेरियन	लाईब्रेरी साइंस में मान्यता प्राप्त प्रमाण पत्र व डिग्री धारक।
	(v) इलेक्ट्रीक सुपरवाइजर	डिप्लोमा इन इलेक्ट्रीकल
04	कार्यालयों में सुपरवाइजरी कार्य	स्नातकोत्तर के साथ निजी / राजकीय उच्च शिक्षण संस्थान / विश्वविद्यालय के अनुभाग अधिकारी के समकक्ष न्यूनतम 5 वर्ष के कार्य अनुभवी को प्राथमिकता
05	उच्च स्तरीय पर्यवेक्षण सम्बंधी कार्य	स्नातकोत्तर के साथ निजी / राजकीय उच्च शिक्षण संस्थान / विश्वविद्यालय के अनुभाग अधिकारी के समकक्ष के न्यूनतम 5 वर्ष के अनुभव को प्राथमिकता
06	कार्यालयों में डाटा एंट्री का कार्य (अ) कम्प्यूटर ऑपरेटर	मान्यता प्राप्त संस्था से बेसिक / डी.टी.पी. एवं विश्वविद्यालय से पी.जी.डी.सी.ए. के साथ कम्प्यूटर डाटा एन्ट्री करने का कार्य का किसी भी राजकीय / निजी संस्थान में कार्य का पूर्ण व्यवहारिक अनुभव

निविदादाता के हस्ताक्षर एवं मोहर

कोटा विश्वविद्यालय, कोटा

महाराव भीमसिंह मार्ग, कबीर सर्किल के पास, कोटा

उच्च कुशल/कुशल/अर्द्धकुशल/अकुशल व्यक्ति उपलब्ध कराने हेतु निविदा शर्तें

1. निविदा दाता के पास स्वयं की भविष्य निधि खाता, राज्य कर्मचारी बीमा संख्या होना आवश्यक है।
2. निविदादाता के पक्ष में सयुक्त श्रम आयुक्त कोटा से श्रम प्रावधानों के अंतर्गत लाइसेंस जारी होना आवश्यक है। लेबर लाइसेंस (अनुज्ञा पत्र) की सत्यापित प्रति निविदा के साथ संलग्न करना अनिवार्य होगा। निविदादाता को अनुज्ञा पत्र की शर्तों की पालना करनी आवश्यक होगी। इसके अभाव में निविदा स्वीकार नहीं की जावेगी।
3. निविदा विश्वविद्यालय द्वारा जारी किये गये निर्धारित प्रपत्र एवं निर्धारित दरों के अनुरूप ही स्वीकार की जायेगी।
4. निविदा उचित रूप से सील बंद लिफाफे में ही स्वीकार की जायेगी एवं लिफाफे पर स्पष्ट अक्षरों में 'संवर्ग सेवा आपूर्ति हेतु निविदा' अंकित होना चाहिए।
5. विश्वविद्यालय प्रशासन द्वारा निर्धारित धरोहर राशि जो कि डिमांड ड्राफ्ट द्वारा देय होगी के अभाव में निविदा स्वीकार नहीं की जावेगी।
6. निर्धारित अवधि के पश्चात् प्राप्त होने वाली निविदायें स्वीकार नहीं की जावेगी।
7. निविदादाता को निविदा स्वीकृत होने के पश्चात् 15 दिवस के अन्दर ठेका श्रम अधिनियम 1970-71 के नियम 25(1) के तहत लाइसेंस फार्म संख्या नियम अन्तर्गत 12(1) के तहत प्रतिलिपि प्रेषित करना आवश्यक है।
8. निविदादाता को आयकर निस्तारण सम्बन्धी प्रमाण-पत्र एवं पेन कार्ड ठेका श्रम अधिनियम 1970 के नियम 82(1) के अन्तर्गत फार्म संख्या 24 में होना चाहिए। जिसकी प्रतिलिपि संलग्न करनी आवश्यक होगी।
9. **निविदादाता को पी.एफ. व विभिन्न श्रम अधिनियम के नियमों का स्वयं के स्तर पर पालन करना अनिवार्य होगा। इसके लिए निविदा में विभिन्न संवर्गों के लिए न्यूनतम मजदूरी अधिनियम के अन्तर्गत देय मजदूरी, भविष्य निधि अंशदान, कर्मचारी क्षतिपूर्ति प्रीमियम को शामिल करते हुए आधार दरों पर अतिरिक्त सर्विस चार्ज की राशि सहित दरे प्रस्तुत करनी होगी। (अलग से कोई राशि देय नहीं होगी)**
10. विश्वविद्यालय प्रशासन बिना कारण बताये निविदा स्वीकृत/अस्वीकृत अथवा निरस्त करने हेतु पूर्ण रूप से अधिकृत होगा।
11. निविदा प्रपत्र एवं शर्तों के प्रत्येक पृष्ठ पर हस्ताक्षर करना अनिवार्य है एवं जो दरे अंकित की है वे अनुबंध होने की तिथि से एक वर्ष के लिए मान्य होगी। दरे अनुमोदन होने के पश्चात् कार्य आदेश तिथि से 15 दिवस में सम्बन्धित सेवाये उपलब्ध करानी होगी। कार्य की आगे की अवधि आपसी सहमति से निविदादाता का कार्य सन्तोषप्रद रहने की स्थिति में अग्रिम आदेशों तक बढ़ायी जा सकेगी।
12. दरे प्रत्येक सेवा हेतु पृथक-पृथक व स्पष्ट अंकित होनी चाहिए। दरो में अन्य वित्तीय शर्तें होने पर निविदा अस्वीकृत की जावेगी। सेवाये उपलब्ध कराने की राशि अंको एवं शब्दों दोनों में स्पष्ट रूप से अंकित की जानी चाहिए, इनमें कटिंग नहीं होनी चाहिए। कटिंग अथवा संशोधन होने की स्थिति में लघु हस्ताक्षर किये होने चाहिए। यदि किसी कार्य हेतु दरे नहीं देनी हो तो दरे नहीं अंकित करनी है।
13. सेवाओं का समय प्रातः 10:00 विश्वविद्यालय द्वारा निर्धारित समय के अनुसार होगा, किन्तु आवश्यक होने पर समय से पूर्व अथवा पश्चात् तक सेवायें ली जा सकती हैं। निश्चित कार्य अवधि के अतिरिक्त अगर मेनपावर (मानव संसाधन) से कार्य लिया जाता है, तो उसका अतिरिक्त पारिश्रमिक नियमानुसार देय होगा। जिसका बिल अलग से प्रस्तुत करना होगा।
14. ठेकदार को ठेका मिलने के उपरान्त विश्वविद्यालय में एक अण्डर टेकिंग (500 रु. के नॉन ज्यूडिशियल स्टाम्प पेपर पर) अनिवार्य रूप से जमा करानी होगी तथा उसके द्वारा

कार्य का बिल प्रति माह प्रथम सप्ताह के कार्य दिवस पर मय पी.एफ. अंशदान जमा की चालान रसीद सहित प्रस्तुत कर ,एजेन्सीकर्मियों के भुगतान में से ठेके हेतु स्वीकृत विधिक कटौती के अतिरिक्त अन्य किसी प्रकार की कटौती नहीं कर शुद्ध भुगतान राशि सेवाकर्मियों को चैक द्वारा करनी होगी, तत्पश्चात् पुनर्भरण हेतु बिल के साथ संलग्न कर प्रस्तुत करनी होगी।

15. किसी प्लेसमेन्ट एजेन्सी के असफल होने पर टेण्डर में योग्य पाये गये अन्य संवेदको के माध्यम से उनके द्वारा जमा की हुई धरोहर राशि लौटाई जा चुकी है तो द्वितीय न्यूनतम निविदादाता से पुनः जमा कराकर अनुबन्ध करते हुए स्वीकृत दरो पर कार्य कराया जा सकेगा।
16. प्लेसमेन्ट एजेन्सी के कार्मिको को प्रमाणित उपस्थिति के आधार पर भुगतान करना होगा तथा बिल के साथ उपस्थिति पंजिका एवं भुगतान पंजिका की फोटोप्रति प्रस्तुत करनी होगी तथा मूल उपस्थिति एवं भुगतान रजिस्टर को श्रम निरीक्षक, भविष्य निधि निरीक्षक अथवा राजस्थान सरकार द्वारा प्राधिकृत अधिकारियों के द्वारा निरीक्षण हेतु मांगे जाने हेतु तैयार रखना होगा, ताकि निरीक्षण के दौरान प्रस्तुत किया जा सके। संस्थान में ठेकेदार को केन्द्र व राज्य सरकार के श्रम विभाग के नियमों तथा न्यूनतम मजदूरी के अन्तर्गत देय पारिश्रमिक नियमों के पालन संबंध में समस्त उत्तरदायित्व ठेकेदार का होगा।
17. मासिक वेतन मजदूरी राशि की गणना 26 दिवस की अवधि मानकर की जावेगी। माह के दौरान आने वाले सार्वजनिक अवकाश/विश्वविद्यालय द्वारा घोषित विशेष अवकाश का भुगतान देय होंगे एवं इस हेतु कोई कटौती नहीं की जावेगी। अनुपस्थित दिवसों की मासिक राशि में से कटौती व अन्य प्रयोजन हेतु दैनिक राशि की गणना मासिक राशि में 26 का भाग देकर की जावेगी।
18. प्लेसमेन्ट एजेन्सी द्वारा सेवा के दौरान यदि किसी प्रकार की विश्वविद्यालय को हानि होती हो तो उसका पूर्ण उत्तरदायित्व ठेकेदार का होगा तथा हानि की राशि को ठेकेदार के भुगतान से काट लिया जायेगा।
19. आदेशित सेवा उपलब्ध न कराने की स्थिति में इसे अनुबंध का खंडन माना जायेगा एवं विश्वविद्यालय प्रशासन का धरोहर राशि जब्त करने का पूर्ण अधिकार होगा।
20. धरोहर राशि को निम्नलिखित स्थितियों में जब्त कर लिया जायेगा—
 - जब निविदादाता निविदा खोलने के बाद किन्तु निविदा स्वीकृत करने से पूर्व प्रस्ताव वापस लेता है अथवा उसमें संशोधन (**Modification**) करता है।
 - जब निविदादाता विनिर्दिष्ट समय के भीतर अनुबंध नहीं करता है।
 - जब निविदादाता द्वारा निर्धारित अवधि में प्रतिभूति राशि जमा नहीं करायी जाती है।
21. सफल प्लेसमेन्ट एजेन्सी (निविदादाता) को आदेश प्राप्त होने से 7 दिवस की अवधि के भीतर करार-पत्र निष्पादन करना होगा। जिस कार्य के लिए निविदाये स्वीकार की गई हैं, प्रतिभूति की राशि जमा करानी होगी।
22. सफल निविदादाता द्वारा निविदा के समय जमा कराई गई धरोहर राशि को देय 5 प्रतिशत प्रतिभूति राशि में समायोजित कराया जा सकेगा।
23. प्रतिभूति राशि पर संस्थान द्वारा ब्याज का भुगतान नहीं किया जायेगा।
24. यदि निविदादाता ऐसी शर्तें आरोपित करता है जो इसमें वर्णित शर्तों के अतिरिक्त है या उनके विरुद्ध है तो उसकी निविदा को संक्षिप्त रूप में कार्यवाही को निरस्त कर दिया जायेगा।
25. समस्त विधिक कार्यवाही यदि संस्थित किया जाना आवश्यक हो तो किसी भी पक्षकार (संस्था/ठेकेदार) के लिए कोटा स्थित सक्षम न्यायालय न्याय क्षेत्र होगा।
26. स्वीकृत दरो पर सेवाओं की संख्या आवश्यकतानुसार कम या अधिक की जा सकती है।
27. अनुबंध की शर्तों तथा किसी अन्य संबंधित मामलों में विश्वविद्यालय के माननीय कुलपति महोदय का निर्णय अंतिम व मान्य होगा।
28. ठेके के कार्य का बिल (तीन प्रतिशत में) माह समाप्ति बाद अगले माह की 07 तारीख तक अनिवार्य रूप से प्रस्तुत करना होगा। भुगतान अकाउन्ट पेयी चैक द्वारा नियमानुसार टी.डी. एस. काटकर किया जावेगा। यदि निश्चित दिनांक पर बिल प्रस्तुत नहीं किया जायेगा तो

- विलम्ब की अवधि के लिए प्रतिदिन नियमानुसार शास्ति लगाते हुए विलम्ब अवधि के दिनों की राशि बिल में से काटी जा सकती है।
29. अनुबंध की शर्तों के अनुरूप यदि सेवाये संतोषप्रद नहीं रही, तो 30 दिन का नोटिस देकर अनुबंध समाप्त कर दिया जावेगा तथा धरोहर / प्रतिभूति राशि जब्त कर ली जावेगी।
 30. ठेकेदार को संबंधित सेवा के पूर्व कार्यानुभव को प्राथमिकता दी जायेगी। (अनुभव के सभी प्रमाण-पत्र संलग्न करें) अनुबंध एक वर्ष के लिए किया जावेगा।
 31. अनुबंध की अनुमति कार्य करने की क्षमता एवं अनुभव का ध्यान में रखकर प्रथम तीन माह के लिए दी जायेगी जो कार्य संतोषजनक पाये जाने पर एक वर्ष शेष अवधि तक बढ़ाई जा सकेगी। एक वर्ष बाद अनुबंध आपसी सहमति से बढ़ाया जा सकेगा।
 32. एजेन्सीकर्मियों को रखने व हटाने का अधिकार ठेकेदार/निविदादाता का होगा। पुरानी एजेन्सी के व्यक्तियों को रखने हेतु ठेकेदार बाध्य नहीं होगा।
 33. ठेके के अन्तर्गत कार्य कर रहे कर्मिकों की किसी भी प्रकार की दुर्घटना/हानि की समस्त जिम्मेदारी पूर्णतः ठेकेदार की होगी।
 34. निविदादाता को सर्विस टैक्स के लिए नियमानुसार केन्द्रीय उत्पाद शुल्क विभाग द्वारा पंजीकृत होना आवश्यक है।
 35. निविदादाता/फर्म को न्यूनतम 3 वर्ष का समकक्ष कार्य करने का अनुभव प्रमाण-पत्र संलग्न करना होगा।
 36. निविदादाता द्वारा निविदाये दो पृथक-पृथक लिफाफों में प्रस्तुत की जावेगी। प्रथम लिफाफे में तकनीकी निविदा प्रपत्र एवं द्वितीय लिफाफे में वित्तीय निविदा प्रपत्र बन्द रहेंगे। दोनों लिफाफों पर स्पष्ट रूप से तकनीकी निविदा एवं वित्तीय निविदा लिखा होगा। दोनों लिफाफों को एक बड़े लिफाफे में बन्द कर निविदादाताओं को प्रस्तुत करनी होगी। तकनीकी निविदा एवं वित्तीय निविदा एक ही लिफाफे में डालने पर अथवा तकनीकी बिड एवं वित्तीय बिड अलग नहीं करने पर प्राप्त निविदा पर विचार नहीं किया जावेगा।
 37. तकनीकी निविदा वाले लिफाफे में हस्ताक्षरित शर्तों, प्रपत्रों के साथ धरोहर राशि का डिमाण्ड ड्राफ्ट/पे आर्डर जो कोटा विश्वविद्यालय, कोटा के नाम से देय हो अवश्य नत्थी करे, जिनके बिना प्राप्त तकनीकी निविदा तुरन्त निरस्त की दी जाएगी एवं उनका वित्तीय निविदा वाला लिफाफा नहीं खोला जाएगा। विश्वविद्यालय में यदि एजेन्सी पूर्व से कार्य अनुबन्धित हो तो उसका पेन्डिंग बिल एवं जमा राशि को धरोहर राशि में समायोजित नहीं किया जावेगा।
 38. निविदादाता को निविदा प्रपत्र के साथ PF/ESI प्रमाण पत्रों की प्रतियां निविदा के साथ संलग्न करना होगा।
 39. निविदादाता के पास वर्तमान में कम से कम 80 लेबर सप्लाय करने का लाईसेंस होना चाहिए।
 40. निविदा में न्यूनतम दर होने से ही कोई निविदादाता ठेका आवंटन का अधिकारी नहीं होगा। अन्तिम निर्णय निविदादाता की पृष्ठभूमि, अनुभव, पंजीयन आदि के आधार पर किया जावेगा, जिसके लिए विश्वविद्यालय प्रशासन निविदादाता को जवाब देय नहीं होगा। विश्वविद्यालय को नेगोसियेशन करने का भी अधिकार होगा।
 41. निविदा दर कुल मासिक बिल राशि के प्रतिशत के रूप में सर्विस चार्ज की देनी होगी।
 42. भविष्य निधि/ई.एस.आई. , कर्मचारी अंशदान को ठेकेदार श्रमिकों को देय भुगतान से नियमानुसार कटौती कर नियोक्ता एवं कर्मचारी अंशदान को स्वयं अपने कोड से सम्बन्धित विभाग में जमा करावेगा एवं जमा चालानों की प्रतियां प्रति माह के बिल के साथ प्रस्तुत करनी होगी। अन्यथा बिल से 20 प्रतिशत राशि रोक कर भुगतान किया जाएगा।
 43. ठेकेदार को यह सुनिश्चित करना होगा कि कोई भी बाल श्रमिक (18 वर्ष की आयु से कम), अवांछनीय व्यक्ति अथवा असामाजिक तत्व उसके द्वारा नियोजित न हो।
 44. राज्य सरकार द्वारा न्यूनतम मजदूरी की दरों में वृद्धि किये जाने पर विश्वविद्यालय द्वारा उसके आधार पर वृद्धि की जावेगी एवं इस सम्बन्ध में कुलपति महोदय का निर्णय अन्तिम एवं दोनों पक्षों पर बन्धनकारी होगा।
 45. नियोजित श्रमिकों को विश्वविद्यालय के निर्देशानुसार प्रतिदिन 8 घण्टे कार्य करना होगा। यदि श्रमिक 8 घण्टे से पूर्व चला जाता है/कार्य से अनुपस्थित रहता है तो उसे उस दिवस में अनुपस्थित मानते हुए शास्ती राशि ठेकेदार के बिल से काटी जावेगी। कार्य

निर्देशन एवं नियोजित श्रमिकों पर प्रशासनिक नियंत्रण विश्वविद्यालय प्रबन्ध का होगा। श्रमिकों को शिफ्टों में लगाया जायेगा एवं विश्वविद्यालय द्वारा दिया गया ड्यूटी रोस्टर/मौखिक निर्देशों का पूर्णतः पालन किया जावेगा।

46. अतिरिक्त श्रमिकों की मांग किये जाने पर ठेकदार को तुरन्त (अधिकतम 2 घण्टे में) श्रमिकों की व्यवस्था करनी होगी। अन्यथा ठेकदार की लागत एवं जोखिम पर विश्वविद्यालय द्वारा अतिरिक्त श्रमिकों की व्यवस्था की जाकर अतिरिक्त लागत एवं कार्य में नुकसान होने से विश्वविद्यालय को होने वाली हानी की भरपाई ठेकदार के बिल से की जावेगी।
47. ठेकदार द्वारा नियोजित श्रमिकों से विश्वविद्यालय से सम्बन्धित कोई भी कार्य करने हेतु कहा जा सकता है तथा कोई भी श्रमिक निर्देशानुसार कार्य करने के लिए इन्कार कर देता है तो उस श्रमिक को तत्काल हटा कर दूसरे श्रमिक को लगाना होगा। श्रमिकों द्वारा किसी कार्य के लिए इन्कार करने या विलम्ब करने से विश्वविद्यालय के कार्य में कोई व्यवधान या हानि होती है तो उसकी वसूली ठेकदार से की जावेगी एवं शास्ती भी आरोपित की जा सकेगी।
48. अनुबन्धकर्ता को निर्धारित संख्या में श्रमिक आपूर्ति प्रतिदिन कराने होंगे। निर्धारित संख्या में आपूर्ति न कराने की स्थिति में न्यूनतम प्रतिदिन 500/- रु. प्रति श्रमिक शास्ती आरोपित की जा सकती है। इसके अतिरिक्त विश्वविद्यालय अनुबन्धकर्ता की जोखिम एवं खर्च पर अन्य वैकल्पिक व्यवस्था करने को स्वतंत्र होगा।
49. न्यूनतम वेतन अधिनियम 1948 के अन्तर्गत न्यूनतम मजदूरी अकुशल, अर्द्धकुशल एवं कुशल श्रमिकों की प्रतिदिन दरे संशोधित होने पर राजस्थान सरकार, श्रम विभाग द्वारा संशोधित होने की तिथि से तदनुसार विश्वविद्यालय में भी प्रभावी मानी जावेगी।

(हस्ताक्षर निविदादाता मय मोहर)

Condition of tender & contact

(SR Form 16)

(See rule 68, GF & AR Part II, Govt. of Rajasthan)

Note:- Tenderers should read these conditions carefully and comply strictly while submitting their tenders.

1. Tenders by bona-fide dealers:- Tenders shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration.
2. Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the Registrar and such change shall not relieve any former member of the firm, etc. from any liability under the contract.
 - a. 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 Registrar a written agreement to this effect. The Contractor's receipt for acknowledgment or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge or any of the purpose of the contract.
3. **Sales Tax Registration and Clearance Certificate:** - Service Tax/Sales Tax Registration Number should be attached with technical bid and a sales tax certificate from the concerned Officer of the Circle Concerned shall be submitted without which the tender is liable to rejection.
4. Tender forms shall be filled electronically & submit on line. No tender filled physically shall be considered. The tenderer shall sign the tender form on each page and at the end in token of acceptance of all the terms and conditions of the tender.
5. Rate shall be written both in words and figures. There should not be errors and/or overwriting. Corrections if any should be made clearly and initialed with dates. The rates should mention element of the Rajasthan State Sales Tax and Central Sales Tax, entry tax etc. separately.
6. All rates quoted must be FOR and should include all incidental charges except Central/Rajasthan Sates Tax, entry tax 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 University of Kota, Kota 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. In case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of octroi and

local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order.

7. **Comparison of Rates:-** (i) In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to price preference under the rules, the element of Rajasthan Sales Tax shall be excluded whereas that of Central Sales Tax shall be included.
(ii) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan Sales Tax shall be included.
8. Price Preference :- Price preference/preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by industries out side 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 condition or of the specification, drawing etc., he shall, before signing the contract, refer the same to the purchase officer and get clarification.
11. The Contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
12. Specifications:-
 - (i) All article supplied shall strictly University of Kota, Kota conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
 - (ii) The supply of articles marked with asterisk/at serial number, shall in addition, conform 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 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 tenderers.
 - (iii) Warranty/Guarantee Clause:- The tenderer would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of one year from the date of delivery of the said goods/stores/articles to be purchased and that not with standing the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of one year the said goods/stores/articles be discovered not to confirm

to the description and quality aforesaid or have determined (and the decision of the purchase committee 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 tenderer shall if so called upon to do, replace the goods, etc. or such portion thereof as is rejected by the purchase committee, otherwise the tenderer shall pay damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchase committee in that behalf under this contract or otherwise.

- (iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer 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 equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.
- (v) In case of machinery and equipments specified by the purchase committee the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms & conditions as may be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the purchase committee who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

13. Inspection:-

- (a) The University inspection committee/UPC authorized shall have time to inspect and examine the materials and workmanship of the goods/equipments/machineries during manufacturing process or afterwards as may be decided.
- (b) The tender shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name & 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.

14. Samples:- Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed & signed. Such samples if submitted personally will be received in the

office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by train etc. should be dispatched freight paid and the R/R or G.R. should be sent under a separate registered cover.

15. Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the tenderer and serial number of the item, of which it is a sample in the schedule.
16. Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. The University of Kota, Kota shall not be responsible for any damage, wear and tear or loss during testing, examination, etc during the period these samples are retained. The sample shall be collected by the tenderer on the expiry of stipulated period. The UOK shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the UOK and no claim for their cost, etc., shall be entertained.
17. Samples not approved , shall be collected by the unsuccessful tenderer. The UOK will not be responsible for any damage, wear and tear, or loss during testing, examination, etc, during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
18. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical , tests shall be carried out in UOK reputed testing house like MSME Testing Station, Jaipur and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such test.
19. Drawl of samples:- Incase of tests, samples shall be drawn in four sets in the presence of tenderer or his authorized representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the officer for reference and record.
20. Testing Charges:- Testing Charges shall be borne by the UOK . In case urgent testing is desired to be arranged by the tenderer or in case of test result showing that supplies are not up to the prescribed standards or specifications , the testing charges shall be payable by the tenderer.
21. Rejection:-
 - (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the purchase committee .
 - (ii) If, however , due to exigencies of UOK, such replacement either in whole or in part, is not considered feasible, the purchase committee after giving an opportunity to the tenderer of being heard, shall for

reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

22. The Rejected articles shall be removed by the tenderer within 15 days of intimation of rejection, after which Registrar 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 tenderer's risk and on his account.
23. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road pr 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 tenderer 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.
24. The contract for the supply, can be repudiated at any time by the Registrar, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.
25. Direct & indirect canvassing on the part of the tenderer or his representative will be a disqualification.
26. (i) Delivery Period:- The tenderer whose tender is accepted shall arrange supplies within a period of 45 days from the date of supply order/by as under:-
S.No. Items Qty. Delivery period(as per schedule to be attached with supply order)
(ii) Extent of Qty.- Repeat orders:- If the orders are placed in excess of the quantities shown in the tender notice, the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 25% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do so, the Registrar shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.
(iii) If the purchase officer does not purchase any of the tendered articles or purchase less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.
27. Bid Security
 - (a) Tender shall be accompanied by an B.S. of Rs. @ 2% of estim. cost of the item without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of, REGISTRAR, University of Kota, KOTA. (i) Bank Drafts/Bankers Cheque of the scheduled Bank.
 - (b) Refund of B.S.: The B.S. of unsuccessful tenderer shall be refunded soon after final acceptance of tender.

- (c) Partial exemption from B.S.:- Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer from the Director of Industries Rajasthan , at the rate of 0.5% of the estimated value of the tender shown in NIT.
- (d) The Central Government and Government of Rajasthan undertakings need not furnish any amount of earnest money/B.S..
- (e) The earnest money/security deposit lying with the Department/office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/security money for the fresh tenders. The earnest money may however, be taken into consideration in case tenders are re-invited.

28. Forfeiture of B.S.:- The B.S. will be forfeited in the following cases:

- (a) When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (b) When tenderer does not execute the agreement if any, prescribed within the specified time.
- (c) When the tenderer does not deposit the security money after the supply order is given.
- (d) When he fails to commence the supply of the items as per supply order within the time prescribed.

29. **Agreement and Security Deposit:-**

- (a) Successful tenderer will have to execute an agreement in the Form SR-17 and deposit security equal to 5% of the value of the stores for which tenders are accepted within 15 days from the date of dispatch on which the acceptance of the tender is communicated to him.
- (b) The earnest money deposited at the time of tender will be adjusted towards security amount. The Security amount shall in no case be less than earnest money.
- (c) No interest will be paid by the department on the Security money.
- (d) The form of Security Money shall be as below:
 - a. Cash/Bank Draft/Bankers Cheque.
 - b. Post-office Savings Bank Pass book duly pledged.
 - c. National Savings Certificate, Defence Savings Certificates, Kisan Vikas Patras, or any other script /instrument under National Savings

Scheme for promotion of small savings, if the same can be pledged.
These certificates shall be accepted at surrender value.

d. Bank guarantee issued by any of scheduled bank.

(E) The security money shall be refunded after one month of the final supply of the items as per purchase order in case of one time purchase and two months in case delivery is staggered, 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 that there are no dues outstanding against the tenderer.

29.2 (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 earnest money and shall pay security deposit at the rate of 1% of the estimated value of tender.

(ii) Central Government and Government of Rajasthan Undertaking will be exempted from furnishing security amount.

29.3 **Forfeiture of Security Deposit:-** Security amount in full or part may be forfeited in the following cases:

(a) When any terms and conditions of the contract is breached.

(b) When the tenderer fails to make complete supply satisfactorily.

(c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the purchase officer in this regard shall be final.

29.4 The expenses of completing and stamping the agreement shall be paid by the tenderer and the University shall be furnished free of charge with one executed stamped counter part of the agreement.

30. Insurance:-

(i) The goods will be delivered at the destination 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 incurred.

(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.

31. Payments:-

- (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 tenderer to the Registrar in accordance with GF & AR all remittance charges will be borne by the tenderer.
- (ii) In case of disputed items, 10 to 25% of the amount shall be with held and will be paid on settlement of the dispute.
- (iii) Payments in case of those goods which need testing shall made only when such tests have been carried out, test results received conforming to the prescribed specification.

32.1 (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the purchase officer.

(ii) Liquidated Damages:- In case of extension in the delivery period with liquidated damage the recovery shall be made on the basis of following percentage of value of stores which the tenderer has failed to supply:-

Delay up to one fourth period of the prescribed delivery period	2½%
Delay exceeding on front but not exceeding half of the prescribed period	5%
Delay exceeding half but not exceeding three fourth of the prescribed period	7½%
Delay exceeding three fourth of the prescribed period	10%

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

32.3 The maximum amount of liquidated damage shall be 10%

32.4 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, fro the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

32.5 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 tenderer.

32.6 Risk & Cost clause :-

The competent authority of UOK without prejudice to his right against the approved supplies in respect of any delay or inferior performance of otherwise or claims for delay in respect of any

breaches of the contract and without prejudice to any rights or remedies under any of the provisions of the contract or otherwise , by notice in writing absolutely determined the contract in any of the cases.

- (i) A notice in writing to rectify, or otherwise that the work being performed is inefficient or otherwise implemented in improper manner, shall omit to comply with the requirement of such notice within a period of 07 days or for prescribed time, thereafter of if the supplier shall delay or suspended the execution of the work so that either in the judgment of the competent authority, he will be unable to perform the work by the satisfaction of UOK or has already failed to complete the work by the time.
 - (ii) If the supplier commits breach of the terms & conditions the contract.
 - (iii) When the supplier has made himself liable for action under any of the cases aforesaid , the competent authority, shall exercise power:-
 - (a) To determine or rescind the contract , as aforesaid , upon such determination or rescission , the bid security, performance security shall be liable to be forfeited and shall be absolutely at the disposal of UOK.
 - (b) To get the work done through other service provider and in such case any expenses which may be incurred in excess, of the sum which would have been paid to the original SP, if the whole work had been executed by him of the amount of which excess, the decision of the COE/UOK shall be final and conclusive and shall be borne and paid by the original SP that may be deducted from any money due to him by the UOK or from his bid security, performance security. However the original SP shall have no claim to compensation for any loss sustained by him or reason for having purchased or procured any material , equipments or entered into any engagements or made advances on account of execution/performance of contract.
33. Recoveries:- Recoveries of liquidated damages, short supply breakage, rejected articles shall ordinary be made from bills . Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible

- recourse will be taken under Rajasthan PDR act or any other law in force.
34. Tenderers must make their own arrangement to obtain import licence, if necessary.
 35. If a tenderer 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 Registrar.
 36. The Registrar 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 tenderer has been given or distribute items of stores to more than one firm/supplier.
 37. The tenderer shall furnish the following document at the time of execution of agreement:-
 - (a) Attested copy of partnership deed in case of partnership firms.
 - (b) Registration number and year registration in case partnership firm is registered with Registrar of firms.
 - (c) Address of residence and office, telephone numbers in case of sole proprietorship.
 - (d) Registration issued by Registrar of Companies in case of company.
 38. If any dispute, arise out of the contract with regard to the interpretation meaning and branch of the terms of the contract, the matter shall be referred to by the parties to the Head of the University (HVC) who will appoints his senior most officer as the sole Arbitrator of the dispute who will not be related to his contract and whose decision shall be final.
 39. All legal proceeding , if necessary arise to institute may by any of the parties (University of Kota or Contractor) shall have to be lodged in courts situated in Kota, Rajasthan and not elsewhere.
 40. All other/remaining general terms & conditions shall be applicable as laid down in Rajasthan transparency in public procurement rules 2013.

Signature & Seal of the tenderer

Annexure -I

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 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 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 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 obligation, 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 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 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.

Place :

Date

Signature of the Bidder with seal

Annexure -II

Declaration by the Bidder regarding qualifications

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 Biding 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 have, and our directions 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 with seal

Name

Designation

Address:

Annexure III

Grievance redressal during procurement process

The designation and the address of the first appellate authority is Finance Officer UOK, Kota.

The designation and the address of second Appellate Authority is Hon,ble Vice Chancellor, UOK , Kota

(1) Filing an appeal

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

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 filled under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the 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 participating 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 payments 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 or Second Appellate , as the case may be upon filing of appeal, shall issued notice accompanied ny 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 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 th 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 the Bidder with seal

Annexure-IV

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 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 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 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 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 Service Provider 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 Service Provider.

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 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 matter of procurement to be procured is of critical and visit nature, 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.

Signature of the Bidder with seal

UNIVERSITY OF KOTA
M.B.S Marg, Kabir Circle, Kota

Tender Form (B) Price Bid
(For Hire a Placement Agency)

1. Name of Bidder:-
2. Full Address:-
3. Telephone No.:-
4. NIT No.-F4()/GAD/UOK/2016/..... Dated
5. Work Description :-

S.No.	Description	As per Minimum Wages act (Labour Rate) (In Rs.)	
		Per Month	Per Day
1.	High Skilled Computer Operator	Rs. 7046/-	Rs. 271/-
2.	Skilled Pentor/Plumber/Gardener/Electricien/Driver(Light Weight Vehicle or Heavy Weight Vehicle) /Accountant/Clerk/Typeist/Library Clerk/Store Keeper/Account Clerk/Librarian/Electric Supervisor	Rs. 5746/-	Rs. 221/-
3.	Semi Skilled Junior Clerk/Lab Assistant/Wireman	Rs. 5486/-	Rs. 211/-
4.	Un Skilled Class IV/Peon/Pump Man/Dak Runner/Machine Operator/Book Attendant/Cook/Vater/Lab Boy/Games Boy/Labor/Sweeper	Rs. 5226/-	Rs. 201/-

Note:-Vendor/Agency given their rates/service charge in%(percentage) including all statutory expenses.

Signature of the Bidder with seal