



# University of Kota, Kota

## कोटा विश्वविद्यालय, कोटा

### Limited Bid Inviting Notice

**NIT NO.14/2017-18**

**Date: 11-07-2017**

University of Kota, Kota hereby invites limited bids for **Arrangements of Lunch and Refreshment etc. on the Convocation dated 19.07.2017 to 20.07.2017 at U I T Auditorium, Balaji Market, Shrinath Puram, Kota.** The bid documents may be downloaded from **[http.sppp. rajasthan.gov.in](http://sppp.rajasthan.gov.in)** or University website **[www.uok.ac.in](http://www.uok.ac.in)** or obtained from AR(GAD) from 12.07.2017 (10.00AM). The last date of submission of the bid is 15.07.2017 (11.30AM). The bids shall be opened on the same date at 12.30 PM before procurement committee in the chamber of the Comptroller. Details of the same may be seen on **[http.sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in)** or University website **[www.uok.ac.in](http://www.uok.ac.in)**

**Registrar**



# University of Kota, Kota

MBS Marg, Kabir Circle Kota,

कोविको( ) दीक्षान्त समारोह-चतुर्थ/बिड़ नं.14 / 2017-18

दिनांक 11.07.2017

## निविदा प्रपत्र

(निविदाकार द्वारा भरकर लिफाफे में सीलबंद कर प्रस्तुत करने हेतु)

- कार्य की अनुमानित लागत : रू. 4.00 लाख (अक्षरे रू. चार लाख मात्र)
- निविदा विक्रय करने की तिथि : दिनांक: 12.07.2017 प्रात 10.00 बजे से
- निविदा जमा करने की तिथि : दिनांक: 15.07.2017 समय सुबह 11.30 बजे तक
- निविदा खोलने की तिथि : दिनांक: 15.07.2017 समय दोपहर 12.30 बजे
- निविदादाता का नाम :- .....  
एवं पता .....  
दूरभाष नम्बर .....

## (वित्तीय बोली)

क्र.स.	कार्य का विवरण (दिनांक एवं समय)	मात्रा (लगभग ) व्यक्ति	दर प्रति प्लेट / पैकेट (रू.)	कुल राशि रू.
1	<b>रिहर्सल के बाद अल्पाहार दिनांक 19.07.2017 :</b> <b>सायं 5.00 बजे)</b> स्थान :- यू.आई.टी. ऑडिटोरियम, बालाजी मार्केट मीनू : इडली-सांभर,सांभर बड़ा,चवला पकोड़ी ग्रीन चटनी व नारियल चटनी, चाय, कॉफी, अमूल/सरस लस्सी/नमकीन छाछ पानी : मिनरल वाटर केम्पर/पानी बोटल 200 मि.ली. आवश्यकतानुसार	200		
2	<b>वर्किंग डिनर:- दिनांक 19.07.2017 सायं 8.00 बजे)</b> स्थान :- यू.आई.टी. ऑडिटोरियम, बालाजी मार्केट मूंग बर्फी:- 02 नग, पुड़ी-08 नग(200 ग्राम), चना मसाला, मसाला भिंडी, आचार, नमकीन -25 ग्राम (प्रति पैकेट)	40		
3	<b>अल्पाहार ( Light Refreshment for VVIP) 20.07.2017 प्रातः 11.00 बजे</b> स्थान :- यू.आई.टी. ऑडिटोरियम, बालाजी मार्केट मिक्सड ड्राई फ्रूट:- (रोस्टेड काजू, बादाम, अखरोट एवं किशमिश, प्रत्येक 1 कि.ग्रा.) रियल ज्यूस:- (लिची, ओरेंज, सेव, मिक्सड,अनार)	70		

	मिनरल वाटर:- केम्पर / बोटल 200 मि.ली. आवश्यकतानुसार			
4	लंच (दोपहर का खाना 20.07.2017 समय दोपहर 1.30 बजे) स्थान :- यू.आई.टी. ऑडिटोरियम, बालाजी मार्केट मीनू :- स्टार्टर:- टमाटर सूप, स्वीट कोर्न सूप, चवला / पनीर पकोड़ी, चटनी) मिठाई :- राजभोग, काजू कतली, जलेबी, आईसक्रीम सब्जियां:- बटर पनीर मसाला, वेज कोपता, मिक्स वेजीटेबल, दाल फ्राई, वेज पुलाव, दही बड़ा, ग्रीन सलाद, मिक्स आचार, पापड़ रोटी:- तन्दूरी चपाती, तवा चपाती, मिसी रोटी, पुड़ी पानी:- वाटर केम्पर एवं 200 ml मिनरल वाटर बोटल (Kinley/Bislery) आवश्यकतानुसार	500		
5	फूड पैकेट्स (दिनांक 20.07.2017 : समय दोपहर 1.00 बजे) स्थान :- यू.आई.टी. ऑडिटोरियम, बालाजी मार्केट मीनू:- मूंग बर्फी-02 नग, पुड़ी-08 नग(200 ग्राम), चना मसाला, मसाला भिंडी, आचार, नमकीन -25 ग्राम (प्रति पैकेट)	400		
	कुल योग राशि रु. (कर रहित)			

नोट :-

- 1 उपरोक्त भोजन व्यवस्था मय केटरिंग के उपलब्ध करवानी होगी एवं कम से कम 3 तन्दूर भट्टियों की व्यवस्था करनी होगी।
- 2 संवेदक द्वारा कार्यादेश के अन्दर तीन योम राशि रु. 500/- के नॉन ज्यूडिशियल स्टाम्प पर हस्ताक्षरित अनुबंध पत्र (एस.आर.-17 प्रपत्र) एवं राशि रु. 25,000/- की प्रतिभूति राशि कोटा विश्वविद्यालय, कोटा के नाम डिमाण्ड ड्राफ्ट के माध्यम से जमा करना होगा।
- 3 दरें समस्त चार्ज/संवैधानिक करों सहित दी जावे।
- 4 निविदा एवं संविदा की विशेष शर्तें पृथक से संलग्न है।
- 5 RTPP rules, 2013 के प्रावधान लागू होंगे।
- 6 उपर्युक्त कार्य में मिनरल वाटर, मार्कलेस क्रोकरी मय पेपर नेपकीन, पेपर डिस्पोजल वेटर्स मय पौशाक उपलब्ध करवाने होंगे।
- 7 प्लास्टिक -डिस्पोजल का उपयोग प्रतिबन्धित रहेगा।
- 8 निविदादाता द्वारा निविदा के समस्त दस्तावेजों पर हस्ताक्षर मय सील अंकित किया जाना अनिवार्य है।

दिनांक:

निविदादाता का नाम एवं हस्ताक्षर मय सील

## निविदा की विशेष शर्तें

1. भोजन व्यवस्था (न्यूनतम 500) व्यक्तियों के लिये मय केटरिंग करने का अनुभव होना आवश्यक है।
2. खाना बनाने में प्रयुक्त समस्त सामग्री, गैस, (व्यवसायिक सलेण्डर) भट्टी खाना बनाने के सामानों डिस्पोजल इत्यादि की व्यवस्था निविदादाता को ही करनी होगी, जिसके लिये अलग से कोई चार्ज देय नहीं होगा।
3. खाना बनाने में शुद्ध देशी घी एवं उच्च गुणवत्तायुक्त खाद्य पदार्थ/सामग्री प्रयोग में ली जायेगी।
4. खाना समय पर तैयार कर गरम-गरम परोसा जावेगा। खाना परोसने में प्रयुक्त होने वाली सामग्री यथा थाली, चम्मच, डोंगें इत्यादि बर्तन की व्यवस्था निविदादाता को स्वयं करनी होगी।
5. खाना परोसने हेतु स्वच्छ ड्रेस में पर्याप्त संख्या में प्रशिक्षित वेटर्स (यूनिफार्म सहित) की व्यवस्था संवेदक द्वारा की जावेगी।
6. भोजन उच्च गुणवत्ता का होगा तथा सब्जियां ताजा एवं अच्छी गुणवत्ता की ही प्रयोग में ली जावेगी।
7. समस्त भोजन सामग्री कार्यस्थल पर ही तैयार की जावेगी। खाना बनाने में कार्मिशियल गैस सलेण्डर उपयोग किया जावेगा। स्वच्छता का पूर्ण ध्यान रखा जावे।
8. प्लेट एक बार ही उपयोग में लाई जायेगी। धोकर दुबारा उपयोग नहीं किया जावे।
9. खाना बनाने में तेल सोना सिक्का मूंगफली एवं देशी घी शुद्ध (अमूल) प्रतिष्ठित ब्राण्ड के ही प्रयोग में लिये जायेंगे।
10. अन्य मिष्ठान में देशी घी का ही प्रयोग किया जायेगा।
11. किसी भी न्यूनतम दर वाली निविदा को स्वीकृत करने के लिये विश्वविद्यालय बाध्य नहीं होगा।
12. किसी भी निविदा या निविदा के भाग को बिना कोई कारण बताये रद्द किया जा सकता है।
13. निविदा भरने वाले व्यक्ति/फर्म को पेनकार्ड, फूड लाइसेंस की छायाप्रति प्रस्तुत करनी होगी।
14. किसी भी प्रकार का विवाद उत्पन्न होने पर न्याय क्षेत्र कोटा होगा।
15. संतोषजनक कार्य पूर्णता पश्चात बिल दो प्रतियों में मय मूल कार्यादेश के साथ संवेदक द्वारा बैंक खाते के विवरण सहित उपलब्ध कराना होगा।

16. अन्य शर्तें राजस्थान लोक उपापन पारदर्शिता नियमों के सुसंगत प्रावधान में वर्णित अनुसार लागू होगी।
17. श्रम कानून तथा अन्य प्रचलित अधिनियमों की पालना सुनिश्चित करने का दायित्व निविदादाता का होगा।
18. खाना बनाने व केटरिंग के कार्य में लगे व्यक्तियों द्वारा कार्यस्थल पर पान, गुटका, पान मसाला, धूम्रपान का प्रयोग नहीं किया जायेगा।
19. तैयार खाने को परोसने से पहले उसकी गुणवत्ता व स्वाद की जांच विश्वविद्यालय द्वारा गठित समिति के माध्यम से की जायेगी, उसके उपरान्त ही खाना परोसा जायेगा।
20. कार्य समाप्त होने पर भोजन पाण्डाल में उपयोग किये गये बर्तन, थाली, डिस्पोजल इत्यादि संग्रहण हेतु उपयुक्त संख्या में कचरा पात्र रखने होंगे एवं आवश्यक साफ-सफाई की व्यवस्था करनी होगी। कार्य समाप्ति उपरान्त कार्य स्थल की सम्पूर्ण सफाई व्यवस्था निविदादाता को करवानी होगी।
21. समस्त प्रकार के खानों की संख्या 20 प्रतिशत कम अथवा अधिक की जा सकेंगी जिसकी सूचना संवेदक को 24 घण्टे पूर्व दी जावेगी।
22. संवेदक के बिल से TDS की नियमानुसार कटौती की जायेगी जिसका निर्धारित प्रारूप में प्रमाण पत्र जारी किया जायेगा।
23. सामग्री की गुणवत्ता उत्तम न होने/कार्य व्यवस्था संतोषप्रद न होने की अवस्था में फूड कमेटी (भोजन व्यवस्था समिति) की अभिशंषानुसार निर्धारित शास्ति आरोपित की जा सकेगी तथा निविदा की शर्तों पर उल्लंघन करने/कार्य संपादित न करने पर नियमानुसार धरोहर/प्रतिभूति राशि जब्त की जा सकेगी।

दिनांक:

निविदादाता का नाम एवं हस्ताक्षर मय सील

**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 harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest:-**

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

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable 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) by the procuring Entity as engineer-in-charge/consultant for the contract.

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

**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 No13/2017-18 Dated 11.07.2017. 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 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:

### **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) 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 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 or 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 or Second Appellate Authority, as the case may be shall,-
  - (i) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

**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 in 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 a error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case in the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accepted the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing 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 Supplier fail 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 fro the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Date:

Signature of bidder

Place:

Name:

Designation: