



UNIVERSITY OF KOTA, KOTA

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

F-()/ESTATE/UOK/2017/12061

Date : ... 9. 03-2017

Notice inviting e-bid (NIB No. 05/2016/17)

U.O.K., Kota invites e-bid in two cover system from appropriate class Govt. Regd. Contractors for “**Devlopment and Maintennce of Lawns at**” at University of Kota, Kota. The other details of bid documents may be viewed/downloaded from University of Kota, website : www.uok.ac.in, www.sppp.raj.nic.in and www.eproc.rajasthan.gov.in w.e.f. 10-03-2017.

Registrar



UNIVERSITY OF KOTA, KOTA

M.B.S. Marg, Near Kabir Circle, Kota
Phone no. 0744-2472934 Gmail I.D.- registrar@uok.ac.in

NIT NO. 05/2016-17/12061

Date :- 09.03.2017

Notice inviting tender (On Line)

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 Rs.	Bid Security Rs.	Tender fee Rs.	RISL Processing fee Rs.	Work Completion Period
1.	Development and Maintenance of Lawns at UOK, Kota	As per G-Schedule(BOQ)	15.50 lakh.	31000.00	500.00	500.00	1 year (ARC)

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

Date and time of downloading of bid document	10-03-2017(10.00 AM) to 05.04.2017 (05.00PM)
Date and time of on-line submission of bid	10-03-2017(10.00 AM) to 05.04.2017 (05.00PM)
Last date of physical submission of Bid Security, Tender fee and RISL processing fee	06-04-2017 (11.30AM)
Date and time of on-line opening of Prequalification/Technical Bid	06-04-2017 (15.00PM)
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, www.Sppp.raj.nic.in and www.eproc.rajasthan.gov.in
2. The interested bidders may submit their on-line bids along with separate Demand Drafts drawn in favour 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 favour 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 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 valid Registration/enlistment order along with copy of Sales Tax Clearance certificate 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/ 2470880 or email at registrar@uok.ac.in

UNIVERSITY OF KOTA, KOTA

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

Phone no. 0744-2472934 Gmail I.D.- registrar@uok.ac.in

NIT No. 05 /2016-17

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

1.	Bid for (name of works for which the tender is submitted)	Development & Maintenance of Lawns at UOK, Kota ”.
2.	Name and address of the firm submitting the tender (Photo ID Proof shall be attached/ uploaded)
3.	Addressed of Procurement Entity	Address : Registrar UOK, Kota Contact No. 0744-2472934 Email ID :- registrar@uok.ac.in
4.	NIT No. & Date	05 /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. 31000.00 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 Experience of executing similar work amounting to 80% of estimated cost (One work) or 50% of estimated cost (Two work) within last three years shall be (Certificate issued by the competent authority shall be attached/uploaded)	
8.2	Govt. Registration in appropriate class enlistment. Copy shall be enclosed/uploaded	
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/ uploaded.	
10.	The rates have been quoted after examining the site and the various difficulties likely to be encountered during the execution of work. I have also gone through the Terms & conditions and general rules & direction carefully and agree to abide by those.	

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 :

UNIVERSITY OF KOTA, KOTA
M.B.S. MARG, NEAR KABIR CIRLCE, KOTA

BOQ
"G-SCHEDULE"

Name of work :- Development and Maintenance of Lawns at University of Kota, Kota

S. No	Item	Qty	Rate	Unit	Amount (Rs.)
1	Supply of dry manure including loading unloading transportation & stacking at site : Compost	50.00	462.00	Per Cum	23100.00
2	Supply of Chemical Fertilizers at store in bags weighing not less than 50 Kg each including loading unloading & transportation etc. D.A.P.	20.00	672.00	Per 50 Kg Bag	13440.00
3	Supply of different sized pots at site store including loading Unloading & transportation etc. complete : Cement Pot 350 mm size	100.00	90.00	Per Nos	9000.00
4	Supply of P.V.C. hose pipe of different sizes at Store including transportation etc. complete : 25 mm dia	250.00	53.00	Per Rmt	13250.00
5	Supply of different varieties of tree/ shrubs/ climbers according to height and age of the plant at site including loading/ unloading & transportation etc. Complete Different flowing plants 1200 mm	100.00	34.00	Per Nos	3400.00
6	Supply of different varieties of tree/ shrubs/ climbers according to height and age of the plant at site including loading/ unloading & transportation etc. complete : Different varieties of shrubs 750 mm	100.00	24.50	Per Nos	2450.00
7	Supply of different varieties of tree/ shrubs/ climbers according to height and age of the plant at site including loading/ unloading & transportation etc. complete : Different varieties of Tress 1200 mm	100.00	43.00	Per Nos	4300.00
8	Supply of different varieties of Bougainvillea in poly bags/ earthen pots according to height, growth and age of plant at site including loading/ unloading &	50.00	23.00	Per Nos	1150.00

	transportation etc. complete : Local Variety of Bougainvillea 600 mm to 900 mm				
9	Supply of different varieties of Rose plants in Polyethylene bags/ earthen pots according to height , growth and age of the plant at site including loading/ unloading & transportation etc. complete : Desi Rose / Root Stock Plants/ Ganganagri	50.00	18.00	Per Nos	900.00
10	Supply of different varieties of Rose plants in Polyethylene bags/ earthen pots according to height , growth and age of the plant at site including loading/ unloading & transportation etc. complete : Different varieties of Grafted Rose Plant	100.00	38.50	Per Nos	3850.00
11	Supply of different varieties of Palms in polyethylene bags/ earthen pots according to height , growth and age of the plant at site including loading/ unloading & transportation etc. complete :	100.00	43.50	Per Nos	4350.00
12	Supply of different varieties of Palms indoor plants in polythene bags/ earthen pots according to height , growth and age of the plant at site including loading/ unloading & transportation etc. Complete Desi Crotons	100.00	45.00	Per Nos	4500.00
13	Supply of different varieties of Palms indoor plants in polythene bags/ earthen pots according to height , growth and age of the plant at site including loading/ unloading & transportation etc. Complete Selective Varieties of Crotons	40.00	60.00	Per Nos	2400.00
14	Supply of different varieties of Palms indoor plants in polythene bags/ earthen pots according to height , growth and age of the plant at site including loading/ unloading & transportation etc. Complete Rubber Plants etc.	20.00	101.00	Per Nos	2020.00
15	Spreading of manure and good earth in required thickness (Cost of manure and good earth to be paid separately).	1000.00	5.00	Per Cum	5000.00
16	Preparation of Thawala sizing 60 cms Diametre & 10 cms Deep once in a month.	500.00	0.66	Per Thawala	330.00

17	Watering of plants with the own tanker i.e.at least 20 Litre water for plant at one time.(When UOK not to supply water)	240000.00	0.66	Per Plant	158400.00
18	Pruning & trumming and cutting of old big trees on the road side. The contractor will deposit the cut wood in the Deptt.	500.00	40.00	Per Tree	20000.00
19	Providing and fixing Polypropylene random copolymer Pipe made from PPR Type 3 Raw Material certified by bodycote with UV stabilized external layer in similar colour & approved by WR AS for it & potability & including clamp, cutting and making good the walls & floors. (Internal Work) PN 20 32 mm OD	200.00	237.00	Per Rmt	47400.00
20	Providing and fixing Polypropylene random copolymer Ball Valve made from PPR Type 3 Raw Material certified by bodycote with UV stabilized external layer in similar colour & approved by WR AS for it & potability & including complete etc. Ball Valve 32 mm	10.00	404.00	Per Nos	4040.00
21	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15cm deep and disposal of rubbish lead upto 50 Mtr. and lift upto 1.5 Mtr. : All kinds of soil	2000.00	579.00	Per 100 Sqm	11580.00
22	Earth work in excavation in foundation trenches or drains including dressing of sides and ramming of bottoms, lift upto 1.5 Mtr. including taking out the excavated soil and depositing and refilling of jhiri with watering and ramming and disposal of surplus excavated soil as directed within a lead of 50 Mtr. All kinds of soil	2000.00	152.00	Per Cum	304000.00
23	Carriage of Earth, including loading & Unloading Skacking of site.	2000.00	107.00	Per Cum	214000.00
24	Laying of lawns including ploughing levelling breaking of clods manuring & removal of stones etc. (Cost of manure or extra good earth to be paid separately) Maintenance of lawns for 30 days or more till the grass forms a thick lawns free from weeds & fit for moving in the duration of planting if lawn die some where the contractor will	5000.00	2640.00	Per 100 Sqm	132000.00

	replant it at his own cost In rows 5 cms apart in either direction				
25	Edging with 2 nd class bricks laid dry length wise including excavation refilling, consolidating with and packing and spreading nearby, the surplus earth within lead of 50 mtrs.	1000.00	26.00	Per Rmt	26000.00
26	Planting permanent hedges including digging of trenches 60cm wide and 45cm deep refilling the excavated with mixed with farm yard manure supplied at the rate of 4.65 cum per 100 metres and supplying and planting hedge plants at 30cm apart.	1100.00	94.00	Per Rmt	103400.00
27	Maintenance of different parks at different places field operations should be done by the contractor which include following operations: e) Irrigation of Lawn, weeding manuring edging Grass cutting by Mechanical & Electrical Grass Cutting Machine and application of Insecticide. (f) Irrigation of edge and cutting, edging, application of manuring as per direction . (g) Pruning of old?New trees if required (h) Cleaning, sweeping and security of plant tree guards, tube well gate, channels and all assets of UOK with in premises.	3000 X 12	9.00	Per Sqm Per Month	324000.00
28	Maintenance of plants by the contractor including of pits/bids watering prepration of Thawala Hoeing weeding etc. & application o insecticides etc. & security if the plant die during maintenance contractor has to replace same height plant at his own cost.	1000 X 12	6.75	Per Plant Per Month	81000.00
	Total				1519260.00

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

1/We hereby agree to the abov work% Above/ Below of G-schedule rate.

Name & Signature of contractor

REGISTAR

UNIVERSITY OF KOTA, KOTA

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

Special Conditions(part-A)

1. In case of any typographical error or misprint in nomenclature the relevant BSR shall be binding and final.
2. PWF & AR form No. RPWA 100 shall be the part of this tender document.
3. All the terms & conditions for deviation/extra item/payment and execution of work etc. will be strictly as per the conditions of contract mentioned in PWF & AR & RTPP Act 2012 & Rules 2013.
4. The University has the right to cancel any bid without assigning any reason.
5. Contractor has to ensure the decorum/discipline as per University norms otherwise necessary penalty shall be imposed by the competent authority.
6. 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.
7. 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.
8. 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/-
9. 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.
10. Proper safety arrangement 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.

Date

Signature of Contractor

With Stamp

Name

Address.....

Special Conditions(part-B)

- 1- fufonknkrk dks vk;dj] lsokdj ,ao vU; dj tks jkT; ljdkj@dsUnzh; ljdkj }kjk fu/kkZfjr gks ds Hkqxrku ckr~ [kkrk la;k lwfpr djuk gksxkA
- 2- fo'ofokky; ds lfpoky;] ljLorh Hkou ds lkeus] iz'kklfud Hkou] ,dsMfed CykWd] dqyifr fuokl@ xsLV gkml ds lkeus xkMZu ,oa fo'ofokky; ifjlj dk fodkl djuk gksxk&xkMZu ds pkjksa vksj Nk;knkj&Qynkj o`{k yxkus gksxas&lkFk gh xkMZu ds e/; esa baxfyl@vkLV^asfy;u nwc yxkdj ysUMLdsfiar djrs gq, xkMZu dk fodkl djuk gksxkA
- 3- Bsdk ysus ls iwoZ Bsdsnkj @ QeZ dks xkMZu j[kj[kko dk vuqHko i= fo'ofokky; esa tek djokuk gksxkA xkMZu j[k j[kko gsrq ikuh dh O;oLFkk ls lacaf/kr leLr dk;Z Bsdsnkj @ QeZ dks djuk gksxk A bls fy, dksbZ vfrfjDr Hkqxrku ns; ugha gksxkA
- 4- xkMZu dk la/kkj.k bl izdkj ls djuk gksxk fd fo'ofokky; esa ubZ Qqyokjh ¼ekSleh Qwyokjh@okf"kZd Qwyokjh½ la/kkfjr gks ldsaa bl gsrq vko';d isM&ikS/kks dh vkiwfrZ Hkh laosnd dks gh djuk gksxhA ftldk dksbZ vyx ls Hkqxrku ufg fd;k tkosxkA
- 5- gst ,ao nwc dfVax rFkk isM&ikS/kks dh NaVkbZ dk dk;Z fu;fer :i ls vko';drkuqlkj djuk gksxkA
- 6- fo'ofokky; ds vf/kd`r vf/kdkfj;ksa }kjk le;≤ ij m|ku lacaf/kr dk;Z le; ij lEikfnr djuk gksxkA
- 7- th& f`kM;qy ds vuqlkj xkMZu dh lqj{kk dh iw.kZ ftEesnkjh laosnd dh Loa; dh gksxhA ;fn pksjh ;k uqdlku gksrk gS rks mldk nkf;Ro Hkh laosnd dk gh gksxkA
- 8- VwV&QqV ejEEkr lkeku laosnd dks gh vius [kpZ ij dke esa ysuk gksxk & vf/kd cM+k dke gksus ij mPpkf/kdkjh ls vuqefr ysdj fo'ofokky; cktkj ls dk;Z dks djok,sxkA
- 9- m|ku esa dke vkus okys leLr midj.k ;Fkk&xSarh] QkoMk] dqnkyh] dSaph] >kMw] gsatdVj] flapkbZ dk ikbZi] ?kkl dfVax e'khu laosnd dks Lo;a dks miyC/k djuk gksxhA
- 10- dhVuk'kd nokbZ;ksa ds NhMdko djus dk midj.k Lo;a laosnd dks ykuk gksxkA
- 11- fufonk ds lkFk /kjkskj jkf`k MhMh@cSadlZ pSd@jln ds :i esa layXu djuk gksxhA ftlds fcuk fufonk ij fopkj ugh fd;k tkosxkA fufonk Lohdkj dh fLFkrh esa mDr /kjkskj jkf`k tek dh tkus okyh izfrHkwfr jkf`k esa lek;ksftr dj yh tkosxhA
- 12- vU; fu;e o`krsZ jktLFkku yksd mikiu esa ikjnf`kZrk fu;e 2013 ds vuqlkj gksxhA
- 13- leLr dkuwuh dk;Zokgh dk {ks= dksVk fLFkr U;k;ky;ksa dk gksxkA
- 14- fdll Hkh fufonk dks fcuk dksbZ dkj.k crk;sa iw.kZ :i ls Lohdkj vFkok vLohdkj djus dk vf/kdkj fo'ofokky; dk gksxkA
- 15- 10% ¼nl izfr`kr½ fd jkf`k ,l-Mh- ds :Ik esa izR;sd jfuax fcy ls dkVh tkosxh tks dk;Z Z lUrks"kizn gksus ds Ik`pkr~ okil fu/kkjhr vof/k mijkuUr okil nh tkosxhA

16- laosnd }kjk fufonk jkf'k ls de jkf'k dh fufonk nsus ij laosnd dks vUrj
jkf'k tek djkuh gksxhA tks dk;Z iw.kZ gksus ds ckn okil dj nh tkosxhA

gLrk{kj
fufonknkrk

- [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.

1. Substituted by Order No F.3.5)FD/Exp.31.99 dated 19. 3.2001 (Circular No. 6/2001) 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.

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¹ Deleted words "Performance Guarantee" by Order No.F/214/ED/Exp III/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 1 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) ¹[xxxx] Security Deposit :
- ²[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 words "Performance Guarantee &" by Order No.F.243/D/Exp/99 dated 23.3.2001(Circular No. 12/2001) with immediate effect.

2 Substituted by Order No.F.243/D/Exp/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. 33 (45) D. Exp. III-99 dated 25.1.2001 (Circular No. 12/2001) with immediate effect.

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 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 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) 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 grounds on which he feels aggrieved:

Providing that after the declaration of Bidder as successful the appeal may be filed 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 filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2)** The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall 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 of 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 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 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: