

Tender Document



Name of work :- “SITC OF Air conditioners at university of Kota Kota.”

Ref:- E-NIB NO:- 02/2019-20.(ITEM No. 02)

Bid Submitted by

Name:- -----

Address:- -----

Contact No. :- -----

Email ID:- -----



Ref:- E-NIB NO:- 02/2019-20.(ITEM No. 02)

Special Terms & Conditions

1. Conditional tender will not be accepted.
2. The R.T.P.P. rule 2013 shall govern the Contract.
3. The Rates shall be valid for 120 days.
4. The given quantities are tentative & may vary. Payment shall be made on actual quantity of work executed on approved rates . However quantities of BOQ items shall not exceed.
5. If machinery repairing works required at contractor's workshop, arrangement regarding loading ;unloading & transportation should be done by contractor at his own cost.
6. All other Terms & Conditions are as per G.F. & A.R., & Rajasthan Transparency in public procurement Rules. 2013.
7. The bidder must visit the site and assess/ survey the condition of already installed air conditioners which are to be replaced and reinstalled at required locations after repairing in the University campus, Rates shall be quoted accordingly. All T&P and other Misc. Items as directed shall be arranged by the bidder at his own cost, rates quoted shall be inclusive of all Charges/ taxes (if any) bidder has to comply all labour rules. In case of any mis happening at site, the contractor/agency shall be sole responsible for any sort of compensations.
8. Successful bidder will have to execute agreement on the prescribed format on his cost on non judicial stamp paper & deposit Performance security at the rate of 5 % of the value of the tender amount as per rules within 03 days of issue or the work order. Which shall be refundable after completion of work. Performance security may be deposited in the form of cash, bank gaurntee or FDR of nationalized bank only in favour of REGISTRAR UNIVERSITY OF KOTA
9. Additional performance security has to be deposited if quoted rates are less then the tender amount, as per enclosed Annexure –E. Performance security may be deposited in the form of cash, bank gaurntee or FDR of nationalized bank only in favour of REGISTRAR UNIVERSITY OF KOTA
10. Security deposit will be deducted @ 10 % from Contractor running bills and will be refunded after defect liability period i.e. three years from actual date of Completion of work. The security deposit shall bear no interest.
11. During defect liability period contractor has to attend complaint with in 24 hours time otherwise it will be rectified at the risk and cost of contractor and expenditure incurred on this account will be recovered from the dues of the contractor with University.
12. The contractor will be responsible for procurement of all/any materials as per approved quality required for completion of job at any time. Storage space on request, if available, may be provided as per norms of the company. If the storage space is not provided by the company then the contractor will have to arrange the same at his own.
13. All the materials required as per B.O.Q. for the work shall be arranged by the contractor at his own cost and risk.
14. Specification of Refrigerant will be same as recommended in the B.O.Q.
15. Make of compressor will be same as fitted originally with the AC or as approve by EIC.
16. Refrigerant copper pipe work shall be of Total line / Mahadev/Mat Malasiya make only and PVC insulated & sheathed 3 core flexible copper conductor ISI marked (IS:694) of 1.1 kV grade of 4.0 Sq.mm rating shall be of Finolex/ RR/Torrent cables make only.
17. GROUP-1MAKE A.C. Daikin, O-General, Mitsubhishi Heavy , Hitachi.
18. **The Request for Proposal shall have to be submitted in two envelope system i.e.**
 - I- Technical bid
(Containing all original/certified copies of eligibility)
 - II- Financial bid
(Containing "H' Schedule)

The Interested bidders may submit their on-line bids along with separate Demand Drafts drawn in favour of "Regsitrar, University of Kota, Kota" payable at Kota towards the cost of Tender Fee (non-refundable) and RISL Processing Fee (Non-refundable) demand draft shall be in favour of "Managing Director, RISL" payable at Jaipur. A separate Demand Draft of Bid Security(Refundable) shall be in favour of Registrar, University of Kota, Kota.

1. The above original demand drafts must reach physically in the office of Procurement Entity,i.e. REGISTRAR University of Kota, Kota on or before last date as mentioned above failing which bids shall not be considered.

The Technical bid shall be opened on the same day 17.06.2019 at 4.00 P.M. (in the same office) in the presence of bidders who wish to be present. Time & date of opening the financial bid of Technically qualified bidders, as above, will be intimated by the university.

Registrar
University of Kota, kota

Signature of Contractor
With name & Seal

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 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 behaviour 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 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.

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

Declaration by the Bidder regarding qualifications

In relation to my/our Bid submitted to UOK for procurement of **“SITC OF Air conditioners at university of Kota Kota.”** in response to their Notice Inviting E-Bid No. 02/19-20 Dated .03.06.2019.

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

Grievance Redressal during procurement process

The designation and the address of the first appellate authority is Hon'ble V.C. UOK, Kota.

The designation and the address of second Appellate Authority is Additional Chief Secretary (Higher Education, Govt. Rajasthan)

(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 id 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 endeavourer 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 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-
 - (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

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 quality, 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 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 Service Provider 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 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

Annexure E (12)

OFFICE OF THE CHIEF ENGINEER, P.W.D. RAJASTHAN, JAIPUR

Date 27.9.17

No. CE/PWD/D&T/Cir./D-123

CIRCULAR

Sub: Additional performance security on un-balanced bids

A Bid is to be considered un-balanced if the Bid price offered by the bidder is more than 10% lower than the cost worked out as per market rate analysis. For the purpose of determination of additional performance security, current BSR rates shall be considered as the market rates. If the BSR is not revised for the Current Financial Year then only the market rate analysis is required and it should be uploaded on site before Bid receipt date in accordance with RTPP rules.

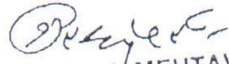
If "X" is the scheduled/market price of the work, then additional performance security shall be equal to :-

$$(0.9 \times \text{Bid Amount}) \times 0.4$$

[(Point nine multiplied by X minus Bid amount) multiplied by point four].

The additional performance security will be refundable after satisfactory completion of the work. This Order will be applicable from the date of issue both on Building as well as Road works under taken by the department. It bears approval of Administrative Department.

This order supersedes the previous order no. CE/PWD/D&T/Cir./D-140 Dated 20.09.2016


(JITENDRA MAL MEHTA)
Chief Engineer & Addl. Secy.,
PWD Rajasthan, Jaipur