



कोटा विश्वविद्यालय, कोटा

महाराव भीमसिंह मार्ग, कबीर सर्किल के पास, कोटा
क्रमांक-एफ-4 () / सा.प्र. / निविदा / को.वि.को. / 2019 / 8026 दिनांक: 02 / 12 / 19

खुली निविदा सूचना संख्या-23/2019-20

कोटा विश्वविद्यालय के वित्तीय वर्ष 2018-19 हेतु वार्षिक खाते तैयार करने व वार्षिक वैधानिक अंकेक्षण इत्यादि कार्य एवं वित्तीय वर्ष 2019-20 हेतु आयकर व जी.एस.टी. विवरणी एवं अन्य सम्बन्धित कार्य दर संविदा के आधार पर करवाये जाने हेतु सद्भावी, संव्यवहारी, अनुभवी सनदी लेखाकार(सी.ए.) फर्मों से मोहरबन्द निविदायें दिनांक 09/12/19 को प्रातः 11.30 बजे तक आमंत्रित की जाती है। इच्छुक बोलीदाता निविदा प्रपत्र एवं शर्तों आदि का विवरण पोर्टल sppp.rajasthan.gov.in अथवा विश्वविद्यालय की वेबसाइट www.uok.ac.in से डाउनलोड कर सकते हैं।

कुलसचिव
कोटा विश्वविद्यालय, कोटा



कोटा विश्वविद्यालय, कोटा

महाराव भीमसिंह मार्ग, कबीर सर्किल के पास, कोटा

NIB NO- 23/2019-20/8026

Date: 02/12/19

खुली निविदा प्रपत्र

(निविदाकार द्वारा भरकर लिफाफे में सीलबंद कर रखने हेतु)

- कार्य का नाम : विश्वविद्यालय के वर्ष 2018-19 के वार्षिक खाते तैयार करने, अंकेक्षण आदि कार्य एवं आयकर, जी.एस.टी (वित्तीय वर्ष 2019-20) से संबंधित कार्य हेतु दर संविदा के आधार पर खुली निविदा।
- अनुमानित लागत : राशि रु. 2.50 लाख
- निविदा शुल्क : रु. 500/-
- बोली प्रतिभूति(ई.एम.डी.) राशि : रु. 5000/-
- निविदा जमा कराने की तिथि : दिनांक 09/12/2019 समय प्रातः 11.30 बजे तक
- निविदा खोलने की तिथि : दिनांक 09/12/2019 समय दोपहर 2.30 बजे
- निविदादाता फर्म का नाम एवं पता :
दूरभाष नम्बर/ई-मेल :
- फर्म के मुख्य कार्यालय का पता :
- फर्म के शाखा कार्यालय (यदि हो) का पता :
- फर्म के Partners का विवरण :
- कार्यरत Assistant Chartered Accountant (ACA) and
Fellow Chartered Accountant (FCA) का विवरण
- निविदा प्रपत्र शुल्क राशि (रु. 500/-) : बैंक ड्राफ्ट सं दिनांक(संलग्न)
- बोली प्रतिभूति(ई.एम.डी.) राशि (रु. 5000/-) : बैंक ड्राफ्ट सं दिनांक(संलग्न)
- GSTIN (a copy shall be enclosed) :

15. PAN of the Firm (a copy shall be enclosed) :.....

16. फर्म का ICAI मेम्बरशिप क्रमांक :
(प्रमाण पत्र की प्रति संलग्न की जावें)

17. फर्म का स्थापना वर्ष :

नोट:—निविदा प्रपत्र शुल्क राशि (रु. 500/—) एवं बोली प्रतिभूति(ई.एम.डी.) राशि (रु. 5000/—) के डी.डी. कुलसचिव, कोटा विश्वविद्यालय के नाम बनवाकर निविदा प्रपत्र के साथ संलग्न करना होगा।

निविदादाता के हस्ताक्षर मय मोहर



कोटा विश्वविद्यालय, कोटा

महाराव भीमसिंह मार्ग, कबीर सर्किल के पास, कोटा

कार्य विवरण

1. फर्म द्वारा विश्वविद्यालय के वित्तीय वर्ष 2018-19 के वार्षिक खाते विस्तृत रूप से (आय-व्यय खाता एवं बलेन्स शीट सहित) तैयार किये जावेंगे।
2. फर्म को विश्वविद्यालय के वित्तीय वर्ष 2018-19 के वार्षिक खातों का वैधानिक अंकेक्षण कर अंकेक्षण प्रतिवेदन प्रस्तुत करना होगा।
3. फर्म को विश्वविद्यालय के वित्तीय वर्ष 2018-19 का वार्षिक बैंक समाशोधन विवरण पत्र तैयार कर प्रस्तुत करना होगा।
4. फर्म को विश्वविद्यालय के वित्तीय वर्ष 2019-20 के मासिक बैंक समाशोधन विवरण पत्र तैयार कर प्रस्तुत करने होंगे।
5. फर्म द्वारा विश्वविद्यालय की वित्तीय वर्ष 2019-20 (कर निर्धारण वर्ष 2020-21) की आयकर विवरणी तैयार कर दाखिल की जावेगी एवं अन्य आनुषंगिक कार्य संपादित किये जावेंगे।
6. फर्म को आयकर विभाग के नियमानुसार विश्वविद्यालय कार्मिकों/संवेदकों इत्यादि की आयकर की स्रोत पर कटौती की त्रैमासिक TDS विवरणी 24 क्यू एवं 26 क्यू तैयार कर निर्धारित तिथि से पूर्व आयकर विभाग में दाखिल करनी होगी तथा नियमानुसार फार्म 16 एवं 16 ए तैयार कर विश्वविद्यालय को निर्धारित समय पर उपलब्ध करवाने होंगे एवं उनकी सॉफ्ट कॉपी विश्वविद्यालय को उपलब्ध करवानी होगी।
7. फर्म द्वारा विश्वविद्यालय की मासिक GST TDS विवरणी GSTR 7 तैयार कर दाखिल करनी होगी।
8. फर्म द्वारा विश्वविद्यालय की मासिक GST TDS विवरणी GSTR 3B तैयार कर दाखिल करनी होगी।
9. फर्म द्वारा विश्वविद्यालय की मासिक GST TDS विवरणी GSTR-1 तैयार कर दाखिल करनी होगी।
10. फर्म द्वारा विश्वविद्यालय की वित्तीय वर्ष 2019-20 की वार्षिक GST विवरणी GSTR-9 तैयार कर दाखिल करनी होगी।
11. फर्म द्वारा विश्वविद्यालय का वित्तीय वर्ष 2019-20 का GST का वार्षिक अंकेक्षण कार्य GSTR-9C तैयार कर दाखिल करनी होगी एवं प्रतिवेदन तैयार करना होगा तथा अन्य सम्बन्धित कार्य सम्पादित करने होंगे।
12. फर्म को माह दिसम्बर में समस्त कार्मिकों की अनुमानित वार्षिक आय के आधार पर आयकर की गणना कर कटौती हेतु विश्वविद्यालय को सूचित करना होगा।
13. फर्म को माह फरवरी में विश्वविद्यालय के समस्त कार्मिकों के वार्षिक आय एवं कार्मिकों से प्राप्त बचत प्रमाण-पत्र के आधार पर आयकर की गणना करते हुए माह फरवरी के वेतन से कटौती की जाने वाली शेष आयकर राशि को विश्वविद्यालय को अवगत कराना।
14. फर्म को आंवटित कार्यों की कार्यावधि में आयकर विभाग/जी.एस.टी. से यदि कोई पत्र व्यवहार/नोटिस इत्यादि प्राप्त होता है तो फर्म को उसका उचित निस्तारण करना होगा। इस सम्बन्ध में फर्म को कोई अतिरिक्त भुगतान देय नहीं होगा।
15. फर्म द्वारा समय-समय पर विश्वविद्यालय की लेखा शाखा में Tally संबंधित कार्य का पर्यवेक्षण कर समस्या (यदि कोई हो तो) के निराकरण के सम्बन्ध में सुझाव देने होंगे।
16. फर्म द्वारा विश्वविद्यालय की बैंक इत्यादि वित्तीय संस्थाओं में जमाओं पर की गई टी.डी.एस. कटौती के सम्बन्ध में समय पर आवश्यक कार्यवाही करनी होगी।
17. फर्म को आयकर निर्धारण समीक्षा वित्तीय वर्ष 2018-19 का कार्य भी सम्पादित करना होगा, जिसमें कार्य पर व्यय होने वाले टी.ए., डी.ए. आदि की राशि स्वयं को वहन करनी होगी।

निविदादाता के हस्ताक्षर मय मोहर

निविदा की विशिष्ट शर्तें :-

1. सी.ए. फर्म Partner Ship Firm होनी चाहिए। जिसके न्यूनतम तीन Partners होना आवश्यक है जिसमें से एक Partner FCA होना अनिवार्य है।
2. सी.ए. फर्म ICAI के अन्तर्गत प्रेक्टिसिंग फर्म होनी चाहिए।
3. फर्म का Head Office/Branch office कोटा शहर में स्थित होना आवश्यक है।
4. सी.ए. फर्म किसी भी सरकारी संस्थान के द्वारा Black Listed नहीं होनी चाहिए।
5. फर्म न्यूनतम तीन पूर्ण वित्तीय वर्षों से ICAI Certificate अनुसार दिनांक 01/01/19 को अस्तित्व में होनी चाहिए।
6. फर्म को निविदा की विशिष्ट शर्तों क्र.सं. 01 से 05 तक के सभी बिन्दुओं को सम्मिलित करते हुए रु. 100/- के नॉन-ज्यूडिशियल स्टाम्प पर Notary से Notarized कराकर फर्म के हस्ताक्षर व सील सहित प्रस्तुत करना होगा।
7. फर्म द्वारा प्रस्तुत Particulars (यथा फर्म का Head Office, Partner, कार्यरत Chartered Accountant इत्यादि) ICAI द्वारा जारी प्रमाण पत्र से मेल खानी चाहिए अन्यथा फर्म के आवेदन को अस्वीकार कर दिया जावेगा।
8. निविदा के माध्यम से आवंटित कार्य सम्पादित होने पर सम्बन्धित समस्त डाटा, दस्तावेज व सोफ्ट कॉपी तथा सम्बन्धित यूजर आई.डी., पासवर्ड इत्यादि विश्वविद्यालय को अविलम्ब उपलब्ध करवाने होंगे।
9. उपरोक्त निविदा के माध्यम से आवंटित समस्त कार्यों में त्रुटि होने पर अथवा कार्य निर्धारित समय/समयावधि में फर्म द्वारा पूर्ण नहीं किये जाने पर नियमानुसार शास्ति आरोपित की जावेगी, जिसकी जिम्मेदारी फर्म की होगी।
10. विशिष्ट निविदा शर्तों एवं सामान्य निविदा शर्तों में कोई विरोधाभास होने पर विशिष्ट निविदा शर्तें मान्य होगी एवं इस सम्बन्ध में विश्वविद्यालय का निर्णय अन्तिम एवं मान्य होगा।

निविदादाता के हस्ताक्षर मय मोहर

प्रारूप वित्तीय बिड

1. फर्म का नाम एवं पता –
2. फर्म निम्नलिखित वित्तीय प्रस्ताव में अपनी दरें शब्दों एवं अंकों में अंकित करे:-

क्र.सं.	आवंटित कार्य	ईकाई	प्रस्तावित दर (जी.एस.टी. इत्यादि समस्त करों सहित)	
			(अंको में)	(शब्दों में)
01	वार्षिक खाते विस्तृत रूप से तैयार करना (आय-व्यय खाता एवं बेलेन्स शीट सहित) कार्य अवधि-01/04/2018 से 31/03/2019	वार्षिक दर		
02	विश्वविद्यालय के वार्षिक खातों का वैधानिक अंकेक्षण करना एवं अंकेक्षण प्रतिवेदन प्रस्तुत करना कार्य अवधि-01/04/2018 से 31/03/2019	वार्षिक दर		
03	विश्वविद्यालय की आयकर विवरणी (वित्तीय वर्ष 2019-20 कर निर्धारण वर्ष 2020-21) तैयार कर दाखिल करना एवं आनुषंगिक कार्य संपादित करना कार्य अवधि-वित्तीय वर्ष 2019-20 (कर निर्धारण वर्ष 2020-21)	वार्षिक दर		
04	विश्वविद्यालय कार्मिकों/संवेदकों इत्यादि की आयकर की स्रोत पर कटौती की त्रैमासिक TDS विवरणी दाखिल करना एवं अन्य आनुषंगिक कार्य कार्य अवधि-वित्तीय वर्ष 2019-20 के (तृतीय एवं चतुर्थ त्रैमासिक)	त्रैमासिक दर		
05	फार्म नं. 16 तैयार कर निर्धारित समय पर उपलब्ध कराना कार्य अवधि-01/04/2019 से 31/03/2020	प्रति फार्म वार्षिक दर		
06	फार्म नं. 16 A तैयार कर निर्धारित समय पर उपलब्ध कराना कार्य अवधि- वित्तीय वर्ष 2019-20 के (तृतीय एवं चतुर्थ त्रैमासिक)	प्रति फार्म प्रति त्रैमासिकी दर		
07	वित्तीय वर्ष 2018-19 का वार्षिक बैंक समाशोधन विवरण पत्र तैयार कर प्रस्तुत करना कार्य अवधि-01/04/2018 से 31/03/2019	वार्षिक दर		

08	वित्तीय वर्ष 2019-20 का मासिक बैंक समाशोधन विवरण पत्र तैयार कर प्रस्तुत करना कार्य अवधि-01/04/2019 से 31/03/2020	मासिक दर		
09	मासिक GST TDS विवरणी GSTR 7 दाखिल करना	मासिक दर		
10	मासिक GST TDS विवरणी GSTR 3B दाखिल करना	मासिक दर		
11	मासिक GST TDS विवरणी GSTR-1 दाखिल करना	मासिक दर		
12	वार्षिक GST TDS विवरणी GSTR-9 दाखिल करना कार्य अवधि-01/04/2019 से 31/03/2020	वार्षिक दर		
13	GST का वार्षिक अंकेक्षण कार्य- विवरणी GSTR-9 C तैयार कर दाखिल करना एवं प्रतिवदन तैयार करना तथा अन्य सम्बन्धित कार्य कार्य अवधि-01/04/2019 से 31/03/2020	वार्षिक दर		
14	आयकर निर्धारण समीक्षा (वित्तीय वर्ष 2018-19) का कार्य निष्पादित करना जिसमें टी.ए., डी.ए. इत्यादि का व्यय भी शामिल हों	सम्पूर्ण कार्य की दर		

नोट:-कार्य की सुगमता एवं व्यवस्था की दृष्टि से उपरोक्त कार्यो हेतु प्राप्त दरों का मूल्यांकन समग्र (Turn Key) आधार पर किया जावेगा।

निविदादाता के हस्ताक्षर 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. **GST Registration and Clearance Certificate:** - GST Registration Number should be attached with bid and GST certificate from the concerned Officer of the Circle Concerned shall be submitted without which the tender is liable to rejection.
4. 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.
6. All rates quoted must be FOR and should include all taxes including GST.
7. **Comparison of Rates:-** (i) The comparison of the rates tendered by firms outside Rajasthan will be done as per prevailing rules.
8. Validity:- Tender shall be valid for a period of three months from the date of opening of bid.
9. The approved firm shall be deemed to have carefully examined the conditions of the tender.
10. The Contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
11. Direct & indirect canvassing on the part of the tenderer or his representative will be a disqualification.
12. (i) Execution of Work:- The tenderer whose tender is accepted shall arrange work completion as per work order and instruction to be issued by the University from time to time.

13. Bid Security

- (a) Tender shall be accompanied by an B.S. of Rs.5000/- 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.

14. 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.

15. 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 items 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 B.S.(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.

16. **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 .

17. 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.

18. Payments:-

- (i) Unless otherwise agreed between the parties, payment for the execution of work will be made on satisfactorily completion of work.

19. (i) The time specified for execution of work in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange the work within the period on receipt of the firm order from the University.

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

Delay up to one fourth period of the prescribed work performed	2.5%
Delay exceeding one fourth but not exceeding half of the prescribed period	5.0%
Delay exceeding half but not exceeding three fourth of the prescribed period	7.5%
Delay exceeding three fourth of the prescribed period	10.0%

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

21. The maximum amount of liquidated damage shall be 10%

22. If the tenderer requires an extension of time in completion of contractual work on account of occurrence of any hindrance , he shall apply in writing to the authority , which has placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of work.

23. Work Execution may be extended with or without liquidated damages if the delay in the execute work is on account of hindrances beyond the control of the tenderer.

24. Recoveries:- Recoveries of liquidated damages, 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.

25. Tenderers must make their own arrangement to obtain import licence, if necessary.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. All other/remaining general terms & conditions shall be applicable as laid down in Rajasthan Transparency in Public Procurement Act 2012 & Rules 2013.

Note:- I have read the above terms and conditions of contract carefully and I shall be abide by the same in the event of successful bidder.

Date:

Place:

Signature & Seal of the bidder

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:

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 ACS (Higher Education), Government of 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 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

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 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 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