

कोटा विश्वविद्यालय, कोटा

महाराव भीमसिंह मार्ग, कबीर सर्किल के पास, कोटा

क्रमांक-एफ-4 ()/सा.प्र./निविदा/कोविको/2020/

दिनांक:

(निविदा सूचना संख्या 26/2020-21)

तकनीकी निविदा(पार्ट-अ) एवं वित्तीय प्रस्ताव(पार्ट-ब) को अलग-अलग लिफाफों में सीलबंद कर लिफाफों पर पार्ट-अ एवं पार्ट-ब आवश्यक रूप से अंकित करते हुए दोनों लिफाफों को एक अलग लिफाफे में सीलबंद कर लिफाफे पर कार्य का नाम अंकित करते हुए प्रस्तुत करना होगा।

(पार्ट-अ) : तकनीकी निविदा पत्र

01	कार्य का नाम	फोटोग्राफी, वीडियोग्राफी सम्बन्धी कार्य हेतु वार्षिक दर अनुबन्ध
02	निविदा कार्य की अवधि	एक वर्ष
03	अनुमानित लागत	रु. 5,00,000/- (अक्षरे रु. पांच लाख मात्र)
04	निविदा शुल्क राशि रु. 500/-का डी.डी. जो कि कुलसचिव, कोटा विश्वविद्यालय, कोटा के नाम देय हो संलग्न करना होगा।	डी.डी. नं. बैंक दिनांक
05	बोली प्रतिभूति (ई.एम.डी.) राशि रु. 5000/-का डी.डी. जो कि कुलसचिव, कोटा विश्वविद्यालय, कोटा के नाम देय हो संलग्न करना होगा।	डी.डी. नं. बैंक दिनांक
06	निविदा डाउनलोड करने की तिथि	दिनांक: 10/12/2020 से 16/12/2020 तक
07	निविदा जमा करने की तिथि	दिनांक: 17/12/2020 समय दोपहर 2.00 बजे तक
08	निविदा खोलने की तिथि	दिनांक: 17/12/2020 समय दोपहर 3.00 बजे
09	निविदा प्रस्तुत करने वाली फर्म का नाम, पता, दूरभाष नम्बर एव ई-मेल आई.डी.	..... ..... .....
10	GSTIN (copy to be enclosed)	..... (संलग्न पृष्ठ संख्या))
11	PAN (copy to be enclosed)	..... (संलग्न पृष्ठ संख्या))
12	Shop License (Commercial) No.(copy to be enclosed)	..... (संलग्न पृष्ठ संख्या))
13	बैंक खाते का विवरण- बैंक का नाम व शाखा खाता सं. एवं IFSC Code (Passbook Photocopy to be enclosed )	..... .....

14	किसी भी राजकीय विश्वविद्यालय/संस्थान/ विभाग/उपक्रम/बोर्ड इत्यादि में कार्य करने का अनुभव (प्रमाण स्वरूप अनुभव प्रमाण पत्र/कार्यादेश की प्रमाणित प्रति निविदा के साथ संलग्न करनी होगी।)	1. 2. 3. (संलग्न पृष्ठ संख्या)
15	फोटोग्राफी के गुणवत्तापूर्ण कार्य के प्रमाण स्वरूप फर्म द्वारा सार्वजनिक समारोह/कार्यक्रम के दौरान खींचे गये फोटो का सैम्पल (प्रति संलग्न करनी होगी)	..... (संलग्न पृष्ठ संख्या.....)

हस्ताक्षर निविदादाता
 मय नाम एवं पूरा पता सील सहित

कोटा विश्वविद्यालय, कोटा

विशिष्ट शर्तें

1. फर्म द्वारा दरों के अनुमोदन उपरान्त आदेश प्राप्त करने के दिनांक से अनुबन्ध सम्पादित कर कार्यादेश में वर्णित दरों एवं शर्तों के अनुसार कार्य प्रारम्भ किया जावेगा। अतिआवश्यक कार्यक्रम की टेलीफोन पर सूचना बाद भी फोटोग्राफी कार्य हेतु उपस्थित होना होगा तथा फोटोग्राफी कार्य सम्पादन पश्चात् कार्यक्रम के फोटोग्राफ में से विश्वविद्यालय द्वारा चयनित फोटोग्राफ की प्रिन्ट प्रति तथा कार्यक्रम के दौरान खींचे गये फोटोग्राफ की सॉफ्ट कापी कार्यक्रम प्रभारी/संयोजक को उपलब्ध करानी होगी।
2. विशेष कार्यक्रम जैसे लोकार्पण, दीक्षान्त समारोह आदि की समाप्ति पश्चात् चयनित प्रिन्ट फोटोग्राफ एलबम व सॉफ्टकॉपी सहित 03 घण्टे बाद प्रस्तुत करनी होगी।
3. सफल बोलीदाता को नियमानुसार प्रतिभूति कार्य सम्पादन प्रतिभूति राशि जमा करानी होगी तथा निर्धारित मूल्य रू. 500/- के मुद्रांक(स्टाम्प)पर 07 दिवस में अनुबन्ध निष्पादित करना होगा।
4. फोटोग्राफी के कार्य अनुभव एवं संलग्न फोटोग्राफ के सेम्पल के अवलोकन बाद समिति द्वारा योग्य पाये जाने वाले निविदादाताओं की वित्तीय निविदायें खोली जावेगी/विचार किया जावेगा।
5. फोटोग्राफी के गुणवत्ता पूर्ण कार्य के प्रमाण स्वरूप फर्म द्वारा सार्वजनिक समारोह/कार्यक्रम के दौरान खींचे गये फोटो के सेम्पल संलग्न करने होंगे।
6. प्रत्येक निविदादाता से केवल एक निविदा अनुज्ञात की जावेगी तथा निविदादाता द्वारा निविदा हेतु निविदा शुल्क/धरोहर राशि हेतु संलग्न किया जाने वाला डी.डी. अपनी फर्म/प्रोपराईटर संस्था के नाम के बैंक खाते से बनवाकर संलग्न करना होगा। अन्यथा निविदा अस्वीकार की जा सकती है।
7. निविदा प्रपत्र में दी गई दरें किसी भी परिस्थिति में बदली नहीं जाएगी। ओवरराइटिंग/कटिंग होने पर उस पर लघु हस्ताक्षर आवश्यक है।
8. वित्तीय प्रस्ताव में वर्णित सम्पूर्ण कार्य एक ही होने के कारण सभी कार्यों में दरों के आधार पर न्यूनतम होने पर कार्यादेश एक निविदादाता के ही पक्ष में जारी किया जावेगा।
9. किसी भी निविदा को अथवा निविदा के किसी भाग को बिना कारण बताए पूर्ण रूप/आंशिक रूप से निरस्त करने का पूर्ण अधिकार क्रय समिति को रहेगा।
10. अपूर्ण निविदा स्वीकार नहीं की जावेगी/अमान्य होगी।
11. निविदा अवधि 1 वर्ष के लिए होगी। कार्य की समीक्षा के पश्चात् कार्य संतोषप्रद पाने पर कार्य की अवधि सक्षम अधिकारी की अनुमति एवं आपसी सहमति से 03 माह तक नियमानुसार बढ़ायी जा सकती है।
12. उक्त निविदा में आर.टी.पी.पी. एक्ट 2012 एवं रूल्स 2013 तथा अन्य सम्यक प्रावधान लागू होंगे।
13. विवादों का न्याय क्षेत्र कोटा शहर होगा।

हम कोटा विश्वविद्यालय द्वारा जारी की गई उक्त निविदा में वर्णित सभी शर्तों से तथा संलग्न शीट में दी गई उक्त निविदा सूचना की अतिरिक्त शर्तों से बाध्य होना स्वीकार करते हैं। इनके सभी पृष्ठों पर उनमें उल्लेखित शर्तों को हमारे द्वारा स्वीकार किए जाने के प्रमाण में हमने हस्ताक्षर कर दिए हैं।

हस्ताक्षर निविदादाता नाम एवं पूरा पता मय सील

कोटा विश्वविद्यालय, कोटा
महाराव भीमसिंह मार्ग, कबीर सर्किल के पास, कोटा

(निविदा सूचना संख्या 26/2020-21)

(पार्ट-ब) : वित्तीय प्रस्ताव

1. कार्य का नाम फोटोग्राफी, वीडियोग्राफी सम्बन्धी कार्य हेतु
वार्षिक दर अनुबन्ध
2. निविदा प्रस्तुत करने वाली फर्म का नाम
- एवं पता

क्रं. सं.	कार्यविवरण	प्रस्तावित दर (रु. में)	जी.एस.टी (रु. में)	कुल प्रस्तावित दर (रु. में)	
				अंको में	शब्दों में
01.	रंगीन (डिजिटल) फोटोग्राफी मय उत्तम क्वालिटी के एलबम में लगाकर आपूर्ति करने हेतु (i) साईज 4"×6" (प्रथम प्रतिफोटो की दर) (ii) साईज 4"×6" (अतिरिक्त फोटो की दर) (iii) साईज 5"×7" (प्रथम प्रतिफोटो की दर) (iv) साईज 5"×7" (अतिरिक्त फोटो की दर) (v) साईज 8"×10" (प्रथम प्रतिफोटो की दर) (vi) साईज 8"×10" (अतिरिक्त फोटो की दर) (vii) साईज 10"×12" (प्रथम प्रतिफोटो की दर) (viii) साईज 10"×12" (अतिरिक्त फोटो की दर)			.....	.....
02.	वीडियो कैमरा लाइव शूटिंग (डिजिटल वीडियो कैमरा, सी. डी. डी.वी.डी. मय एडिटिंग कैमरा मेन सहित कार्य की दर (प्रति घंटा)			.....	.....
03	एल.ई.डी. वॉल 8'x12' (प्रति एल.ई.डी. प्रति दिन) मय इन्स्टालेशन			.....	.....
04	ऑनलाईन लाइव वीडियो टेलीकास्टिंग विद नेटवर्किंग (प्रति घंटा)			.....	.....
05	फोटोफ्रेमिंग (प्रति वर्ग इंच)			.....	.....

निविदादाता के हस्ताक्षर मय मोहर



University of Kota, Kota

कोटा विश्वविद्यालय, कोटा

MBS Marg, Kabir Circle, Kota

Ph No.-0744-2472912/2472934e-mail ID:-registrar@uok.ac.in

GENERAL CONDITIONS OF BID& CONTRACT

Note: - Bidders should read these conditions carefully and comply strictly while sending their bids.

1.	Bids must be enclosed in a properly sealed envelope according to the direction given in the Bid Notice.
2.	“Bids by bona-fide dealers: - Bids shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration in the Annexure-B as prescribed in RTPP Rules, 2013.
3.	(i) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the Procurement Entity and such change shall not relieve any former member of the firm, etc. from any liability under the contract. (ii) 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 Procurement Entity a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient to discharge for any of the purpose of the contract.
4.	GST Registration and Clearance Certificate: - No Dealer who is not registered under the GST Act prevalent in the State where his business is located shall bid. The GST Registration Number should be quoted and a tax clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the bid is liable to rejection.
5.	In case of e-bidding, bid forms shall be filled electronically & to be submitted online. Bid filled physically shall not be considered. The bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms and conditions of the bid.
6.	Rates shall be written both in words and figures. There should not be errors and/or over writings. Corrections, if any, should be made clearly and initiated with dates. The bidder should mention element of statutory taxes such as RGST/CGST, Entry Tax etc. separately as per BOQ/financial bid format.
7.	All rates quoted must be FOR and should include all incidental charges except statutory taxes such as Central/Rajasthan GST, Entry Tax etc. which should be shown separately. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the University of Kota, Kota and the delivery of the goods shall be given as per delivery schedule. Goods to be purchased are for the purpose of official use, hence octroi is not payable. The rates, therefore, should be exclusive of octroi, and local tax.
8.	Purchase Preference:- Purchase preference will be given to the bidders as per the provisions of RTPP Act 2012 & RTPP Rules 2013, as amended from time to time.
9.	Validity: -Bid shall be valid for a period of three months from the date of opening of Technical Bid.
10.	The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the Procurement Entity and get clarification.
11.	The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
12.	Specifications:- (i) All article supplied shall strictly conform to the specifications, trade mark laid down in

Tender Document for photograpy

	<p>the bid form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.</p> <p>(ii) The supply of articles marked with asterisk/at serial number, shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplies shall be of the best quality and description. The decision of the Procurement Entity/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the Bidders.</p> <p>(iii) Warranty/Guarantee Clause: - The bidder would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of days/months from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of .....days/months, the said goods/stores/ articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Procurement Entity in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/ articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The bidder shall if so called upon to do, replace the goods, etc. or such portion thereof as is rejection by the Procurement Entity, otherwise the bidder shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Procurement Entity in that behalf under this contract or otherwise.</p> <p>(iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the bidder shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The bidder shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.</p> <p>(v) In case of machinery and equipment specified by the Procurement Entity the bidder shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The bidder shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Procurement Entity who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.</p>
13.	<p>INSPECTION:-</p> <p>(a) The Procurement Entity or his dully authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipments/machineries during manufacturing process or afterwards as may be decided.</p> <p>(b) The bider shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.</p>
14.	<p>Samples: -Bids for articles marked within the schedule shall be accompanied by two set of samples of the articles bided properly packed & signed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train etc. should be dispatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in plastic box or in polythens bags at the cost of the bidder.</p>
15.	<p>Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of</p>

	which it is a sample in the schedule.
16.	Approved samples would be retained free of cost up to the period of six months after the expiry of the contract. The University of Kota, Kota shall not be responsible for any damage, wear and tear or loss during testing, examination, etc. during the period these samples are retained. The sample shall be collected by the bidder on the expiry of stipulated period. The University of Kota, Kota shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the University of Kota, Kota and no claim for their cost, etc., shall be entertained.
17.	Samples not approved, shall be collected by the unsuccessful bidder. The University of Kota, Kota will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
18.	Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in University of Kota, Kota laboratories and reputed testing house like MSME Testing Station, Jaipur etc. and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such test.
19.	Drawl of Samples: -Incase of tests, samples shall be drawn in four sets in the presence of bidder or his authorized representative and properly sealed in their presence. One such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the officer for reference and record.
20.	Testing Charges: - Testing charges shall be borne by the University of Kota, Kota. In case urgent testing is desired to be arranged by the bidder or in case of test result showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the bidder.
21.	Rejection:- (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the Procurement Entity. (ii) If, however, due to exigencies of University of Kota, Kota work, such replacement either in whole or in part, is not considered feasible, the Procurement Entity after giving an opportunity to the bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
22.	The rejected articles shall be removed by the bidder within 15 days of intimation of rejection, after which Procurement Entity shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the bidder's risk and on his account.
23.	The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of loss, damage, breakage or leakage or any shortage the bidder shall be liable to make goods such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
24.	The contract for the supply, can be repudiated at any time by the Procurement Entity, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording of the reasons for repudiation.
25.	Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.
26.	(i) Delivery Period: - The bidder whose bid is accepted shall arrange supplies/services within a period of from the date of supply/work order. (ii) Extent of quantity – Repeat orders: - If the orders are placed in excess of the quantities shown in the bid notice, the bidder shall be bound to meet the required supply. Repeat orders for extra items or additional quantities may be placed on the rate and conditions given in the bid. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under:- (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works and;

	<p>(b) 50% of the value of goods or services of the original contract;</p> <p>(c) If the bidder fails to do so, the Procurement Entity shall be free to arrange for the balance supply by limited bid or otherwise and the extra cost incurred shall be recoverable from the bidder.</p> <p>(iii) If the Procurement Entity does not purchase any of the bided articles or purchases less than the quantity indicated in the bid form, the bidder shall not be entitled to claim any compensation.</p>
27.	<p>Bid Security (B.S.):-</p> <p>(a) Bid shall be accompanied by Bid Security @ 1% of estimated value of the bid(applicable upto 31/03/21 as per RTPP(Amended) Rules, 2020 ; Finance (G&T) department notification published in Rajasthan Gazette Extraordinary on 13 August 2020), without which bids will not be considered. The amount should be deposited in either of the following forms in favour of University of Kota, Kota:-</p> <p>(i) Bank Draft/Bankers Cheque/Bank Guarantee in specified format of the scheduled Bank/Cash.</p> <p>(ii) Bid Security must remain valid 30 days beyond the original or extended validity period</p> <p>(b) Refund of Bid Security: - The Bid Security of unsuccessful bidder shall be refunded soon after final acceptance of bid i.e. after deposit of performance security & signing of Agreement.</p> <p>(c) Partial exemption from Bid Security: -In case of Small Scale Industries of Rajasthan, the bid security will be 0.25% of the quantity offered for supply and in case of sick industries, other than small scale industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 0.5% of the value of bid(applicable upto 31/03/21 as per RTPP(Amended) Rules, 2020)</p> <p>(d) The central Government and Government of Rajasthan undertakings need not furnish any amount of Bid Security. However, they shall have to furnish a bid securing declaration as per rule 42 of RTPP Rules, 2013.</p> <p>(e) The Bid Security/Performance Security money deposit lying with the Department/office in respect of other bids awaiting approval or rejected or on account of contracts being completed will not be adjusted towards Bid Security/Performance Security money for the fresh bids. The Bid Security may however, be taken into consideration in case bids are re-invited.</p>
28.	<p>Forfeiture of Bid Security:- The Bid Security will be forfeited in the following cases:</p> <p>(a) When bidder withdraws or modifies its bids after opening of bids;</p> <p>(b) When bidder does not execute the agreement if any, after placement of supply/work order within specified time;</p> <p>(c) When the bidder fails to commence the supply of the goods or service or execute work as per supply/work order within the time specified;</p> <p>(d) When the bidder does not deposit the performance security within specified period after the supply/work order is placed; and</p> <p>(e) If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of RTPP rules.</p>
29.	<p>(1) Agreement and Performance Security deposit (Rule 75 & 76 of RTPP Rules, 2013):-</p> <p>(i) A successful bidder shall sign the procurement contract in the prescribed format and deposit performance security/security deposit equal to 2.5% of the value of supply order(applicable upto 31/03/21 as per RTPP(Amended) Rules, 2020; Finance (G&T) department notification published in Rajasthan Gazette Extraordinary on 13 August 2020) within 7 days from the date of dispatch on which the letter of acceptance or letter of intent is dispatched to him. The bidder shall have to execute the agreement on a non-judicial stamp of Rs. 500/- at its cost.</p> <p>(ii) The Bid Security money deposited at the time of bid will be adjusted towards Performance Security amount.</p> <p>(iii) No interest will be paid by the department on the Performance Security money.</p> <p>(iv) Performance security shall be furnished in any one of the following forms:-</p> <p>a. Bank Draft or Banker's Cheque of a scheduled bank;</p>

	<p>b. National Saving Certificates and any other script/instrument under National Saving Schemes for promotion of small saving issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master.</p> <p>c. Bank guarantee/s of a scheduled bank.</p> <p>d. Fixed Deposit Receipt (FDR) of a Scheduled Bank.</p> <p>(v) The Performance security furnished in the form specified in clause (a) to (d) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.</p> <p>(vi) The Performance Security to be refunded within one month of the final supply of the items as per purchases 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 there are no dues outstanding against the bidder.</p> <p>(2) (i) In case of Small Scale Industries of Rajasthan, the bid security will be 0.5% of the amount of supply order and in case of sick industries, other than small scale industries, whose cases are pending with Board of Industrial and Financial Reconstruction it shall be 1% of the amount of supply order (applicable upto 31/03/21 as per RTPP (Amended) Rules, 2020)</p> <p>(ii) Central Government and Government of Rajasthan Undertakings will be exempted from furnishing Performance security amount. However, they shall have to furnish a performance security declaration as per Rule 75 of RTPP Rules, 2013.</p> <p>(3) Forfeiture of Performance Security Deposit:- Performance Security amount in full or part may be forfeited in the following cases:-</p> <p>(a) When any terms and conditions of the contract is breached.</p> <p>(b) When the bidder fails to make complete supply satisfactorily.</p> <p>(c) Notice of reasonable time will be given in case of forfeiture of performance security deposit. The decision of the Procurement Entity in this regard shall be final.</p> <p>(4) The expenses of completing and stamping the agreement shall be paid by the bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement as per provisions of RTPP Act 2012 & Rules 2013.</p>
30.	<p>Insurance:-</p> <p>(i) The goods will be delivered at the destination godown in perfect condition. The supplier, if he so desires, may be insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot, etc.). The insurance charges will be borne by the supplier and University of Kota will not be required to pay such charges, if incurred.</p> <p>(ii) The articles may also be got insured at the cost of the Purchaser, if so desired by the purchaser. In such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.</p>
31.	<p>Payments:-</p> <p>(i) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on completion of supply satisfactorily and on submission of bill in proper form by the bidder to the Procurement Entity in accordance with relevant provisions of BF&AR, GF&AR and RTPP Act 2012 & Rules 2013, as amended from time to time and all remittance charges will be borne by the bidder.</p> <p>(ii) In case of disputed items, 10 to 25% of the amount shall be with held and will be paid on settlement of the dispute.</p> <p>(iii) Payment in case of those goods which need testing shall made only when such tests have been carried out, test results received conforming to the prescribed specification.</p>
32.	<p>Liquidated Damages:-</p> <p>(a) (i) The time specified for delivery in the bid form shall be deemed to be the essence of the</p>

	<p>contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the purchase officer.</p> <p>(ii) Liquidated Damages:- In case of extension in the delivery period with liquidated damage the recovery shall be made on the basis of following percentage of value of stores which the bidder has failed to supply:-</p> <table border="1" data-bbox="282 218 1399 359"> <tr> <td>Delay up to one fourth period of the prescribed delivery period</td> <td>2½%</td> </tr> <tr> <td>Delay exceeding on front but not exceeding half of the prescribed period</td> <td>5%</td> </tr> <tr> <td>Delay exceeding half but not exceeding three fourth of the prescribed period</td> <td>7½%</td> </tr> <tr> <td>Delay exceeding three fourth of the prescribed period</td> <td>10%</td> </tr> </table> <p>(b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.</p> <p>(c) The maximum amount of liquidated damage shall be 10%</p> <p>(d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, from the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.</p> <p>(e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.</p>	Delay up to one fourth period of the prescribed delivery period	2½%	Delay exceeding on front but not exceeding half of the prescribed period	5%	Delay exceeding half but not exceeding three fourth of the prescribed period	7½%	Delay exceeding three fourth of the prescribed period	10%
Delay up to one fourth period of the prescribed delivery period	2½%								
Delay exceeding on front but not exceeding half of the prescribed period	5%								
Delay exceeding half but not exceeding three fourth of the prescribed period	7½%								
Delay exceeding three fourth of the prescribed period	10%								
33.	<p>Risk & Cost clause :-The competent authority of UOK without prejudice to his right against the approved supplies in respect of any delay or inferior performance of otherwise or claims for delay in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of the contract or otherwise, by notice in writing absolutely determined the contract in any of the cases.</p> <p>(i) A notice in writing to rectify, or otherwise that the work being performed is inefficient or otherwise implemented in improper manner, shall omit to comply with the requirement of such notice within a period of 07 days or for prescribed time, thereafter of if the supplier shall delay or suspended the execution of the work so that either in the judgment of the competent authority, he will be unable to perform the work by the satisfaction of UOK or has already failed to complete the work by the time.</p> <p>(ii) If the supplier commits breach of the terms & conditions the contract.</p> <p>(iii) When the supplier has made himself liable for action under any of the cases aforesaid, the competent authority, shall exercise power:-</p> <p>(a) To determine or rescind the contract, as aforesaid, upon such determination or rescission, the bid security, performance security shall be liable to be forfeited and shall be absolutely at the disposal of UOK.</p> <p>(b) To get the work done through other service provider(SP) and in such case any expenses which may be incurred in excess, of the sum which would have been paid to the original SP, if the whole work had been executed by him of the amount of which excess, the decision of the UOK shall be final and conclusive and shall be borne and paid by the original SP that may be deducted from any money due to him by the UOK or from his bid security, performance security. However the original SP shall have no claim to compensation for any loss sustained by him or reason for having purchased or procured any material, equipments or entered into any engagements or made advances on account of execution/performance of contract.</p>								
34.	<p>Recoveries: - Recoveries of liquidated damages, short supply breakage, rejected articles shall ordinarily 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.</p> <p>Any recovery on account of LD charges/ risk & cost charges in respect of previous rate contracts/supply orders placed on them by the University of Kota can also be recovered from any sum accrued against this e-Bid after accounting for untied sum or due payment sum lying with the University of Kota against previous rate contract/supply orders. Firm will submit details of pending amount lying with the University of Kota but decision of the University of</p>								

	Kota regarding authenticity of sum payable will be final.
35	<p>Price Fall Clause:-</p> <p>(i) The prices under a rate contract will be subject to price fall clause. The price charged for the supply of goods / items under the contract by the successful Bidder will in no event exceed the lowest price at which the successful Bidder sells the supply of goods / items of identical description to any other person in the state during the period of contract.</p> <p>(ii) If at any time during the said period, the contractor reduces the sale price of such supply of goods / items sells such supply of goods / items to any other person at a price lower than the price chargeable under the contract he will forthwith notify such reduction of sales to the University of Kota and the price payable under the contract for the supply of goods / items supplied after the date of coming into force of such reduction of sale will stand correspondingly reduced. The successful Bidder will furnish certificate in the manner required by the University of Kota to the effect that the provision of this clause has been duly complied with respect to supplies made or billed for up to the date of certification.</p> <p>(iii) If at any time during the period of contract, the price of bided items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder will be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.</p>
36.	Bidders must make their own arrangements to obtain import licence, if necessary.
37.	If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid 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 bid issued by the Procurement Entity.
38.	The Procurement Entity reserves the right to accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm/supplier.
39.	The bidder shall furnish the following documents at the time of execution of agreement:- i. Attested copy of partnership deed in case of partnership firms. ii. Registration number and year registration in case partnership firm is registered with Registrar of Firms. iii. Address of residence and office, telephone numbers in case of sole proprietorship. iv. Registration issued by Registrar of Companies in case of company.
40.	If any dispute, arise out of the contract with regard to the interpretation meaning and breach of the terms of the contract, the matter shall be referred to by the parties to the Head of the University (HVC) who will appoint his senior most officer as the sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
41.	All legal proceeding, if necessary arise to institute may by any of the parties (University of Kota, Kota or Contractor) shall have to be lodged in courts situated in Kota and not elsewhere.
42.	All other/remaining relevant general terms & conditions shall be applicable as laid down in GF&R Rajasthan Transparency in Public Procurement Act 2012 and RTPP Rules 2013 as amended from time to time, and other relevant rules applicable in University of Kota, Kota.

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

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 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 -B
Declaration by the Bidder regarding qualifications

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No. Dated I/We hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act , 2012, that:

1. I/We possess the necessary professional, technical , financial and managerial resources and competence required by the Biding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specification in the Bidding Document;
3. I/We have are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer , not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons;
4. I/We do not have, and our directions and officers not have, been convicted of any criminal offence related to my/our professional conducted or the making of false statement or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceeding;
5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding document, which material affects fair competition;

Date:

Place:

Signature of bidder with seal

Name

Designation

Address:

Annexure-C

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

Annexure-D

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