



कोटा विश्वविद्यालय, कोटा

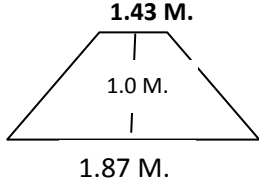


महाराव भीमसिंह मार्ग, कबीर सर्किल के पास, कोटा

सीमित निविदा प्रपत्र (NIB No. 37/2020-21)

(निविदाकार द्वारा भरकर लिफाफे में सीलबंद कर रखने हेतु)

- कार्य का नाम : **“Dismantling of existing damaged granite Patika and Providing & fixing of new granite patika with engraving & golden coloring of same matter as written on damaged Patika at Vivekanand statue at university of kota kota”**
- अनुमानित लागत : राशि रु. 22000 / –
- निविदा शुल्क : 100 / –
- निविदा की अन्तिम तिथि : दिनांक: 8/3/2021 समय सायं 5.00 बजे तक
- निविदा खोलने की तिथि : दिनांक: 9/3/2021 समय सायं 4.00 बजे
- निविदादाता का नाम एवं पता :
- दूरभाष नम्बर/ई-मेल :
- निविदा प्रपत्र शुल्क राशि (रु. 100 / –) : बैंक ड्राफ्ट सं. दिनांक.....(संलग्न)
- GSTIN (a copy shall be enclosed) :
- PAN (a copy shall be enclosed) :
- कार्य पूर्ण करने की अवधि : 10 दिवस

S.No.	Items with specifications	Qty.	Unit Rate (rates to be quoted by the bidder in Rs.)	Amount (Rs.)
	“Dismantling of existing damaged granite Patika and Providing & fixing of new granite patika of 18-19 mm thick fine grained black granite of the same shape, with engraving & golden coloring of same matter on it as written on damaged Patika with all lead & lift and including all materials, T&P etc. Shape of existing patika 	19.00 sqft.		
	Total Amount			

Note:- 1 - Quoted rates shall be inclusive of all applicable taxes like GST, Income tax etc.

I/We agree to execute above work as per rates quoted above and as per scope of work stipulated above & as per terms conditions of the tender document.

निविदादाता के हस्ताक्षर मय मोहर

दिनांक:

स्थान:

निविदा प्रपत्र के साथ संलग्न किये जाने वाले दस्तावेजों की सूची:-

- जी.एस.टी. पंजीयन प्रमाण पत्र की प्रति
- पेन कार्ड की प्रति
- हस्ताक्षरयुक्त निविदा की शर्तों एवं आवश्यक निर्देशों की प्रति

निविदा हेतु विशिष्ट निर्देश :-

1. निविदाकार की निविदा और करार की शर्तों और प्रतिबंधों की स्वीकृति के प्रतीक स्वरूप निविदा के प्रपत्र के प्रत्येक पृष्ठ पर अन्त में हस्ताक्षर करने चाहिए।
2. निविदा के साथ निविदा शुल्क राशि रु. 100/- (अक्षरे रु. सौ रुपये मात्र) का डी.डी. (डिमाण्ड ड्राफ्ट) कुलसचिव, कोटा विश्वविद्यालय, कोटा के पक्ष में देय संलग्न होना चाहिए।
3. किसी वस्तु की मात्रा सम्पूर्ण अथवा आंशिक रूप से बिना कोई कारण बताए निरस्त की जा सकती है।
4. RTPP Act 2012 एवं Rule 2013 के सम्यक प्रावधान इस सीमित बोली का भाग होंगे।
5. निविदाकार जिसकी निविदा स्वीकार की गई, आदेश की तारीख से 15 दिवस की अवधि के भीतर कार्य करने की व्यवस्था करेगा। निविदा में दर्शायी गई मात्रा अनुमानित है वस्तुओं के प्रदाय की मात्रा आवश्यकतानुसार बढ़ाई/घटायी जा सकती है, जो निविदाकार को मान्य होगी।
6. निविदा स्याही से भरी जानी चाहिए। पेन्सिल से या अन्यथा भरी गई किसी भी निविदा पर विचार नहीं किया जाएगा। निविदा में कोई परिवर्तन तथा परिवर्धन नहीं किये जाने चाहिए। कोई उपरिलेखन (ओवर - राइटिंग) नहीं किया जाना चाहिए।
7. शुद्धियां, यदि कोई हो, स्पष्ट रूप से की जानी चाहिए तथा उन पर लघु हस्ताक्षर किए जाने चाहिए।
8. दरें निविदा सूचना में दिये गये निर्देशों के अनुसार यथोचित रूप से मुहरबन्द लिफाफे में बन्द करके भेजी जानी चाहिए।
9. लिफाफे के ऊपर 'निविदा सं. एवं कार्य का नाम' साफ अक्षरों में लिखा जाए।
10. निविदाकार द्वारा दी गई दरों में निविदा प्रपत्र में दर्शाये गये कार्य के अनुसार कार्य करना होगा। एवं विश्वविद्यालय द्वारा इसके अलावा कोई भुगतान नहीं दिया जावेगा। तथा कार्य के दौरान निविदाकार को यह ध्यान रखना होगा कि पट्टिका के पास लगे ग्रेनाईट, विवेकानन्द मूर्ति आदि को क्षति न हो।

कुलसचिव

Annexure –I

- (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 **“Dismantling of existing damaged granite Patika and Providing &fixing of new granite patika with engraving & golden coloring of same matter as written on damaged Patika at Vivekanand statue at university of kota kota”** in response to their Notice Inviting Bid No./UOK/ 37/20-21 .

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 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 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 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 Declaration 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 or more Bidders at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and sensitive 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