



# University of Kota, Kota

Near Kabir Circle, MBS Marg, Kota-324005

**NIB NO. 26 /2017-18**

**Date: 01-12-2017**

## **Notice Inviting Limited Bid**

University of Kota, Kota hereby invites limited bids for “**Supply of Gold Medals** ”. The bid form and bid documents may be downloaded from **<http.sppp.rajasthan.gov.in>** or University website **[www.uok.ac.in](http://www.uok.ac.in)** from 02.12.2017 (10.00AM). The last date of submission of the bid is 11.12.2017 (11.30AM). The bids shall be opened on the same date at 12.30 PM before procurement committee in the chamber of the Comptroller. Details of the same may be seen on **<http.sppp.rajasthan.gov.in>** or University website **[www.uok.ac.in](http://www.uok.ac.in)**

**Registrar**



# कोटा विश्वविद्यालय, कोटा

महाराव भीमसिंह मार्ग, कबीर सर्किल के पास, कोटा

**NIB NO. 26/2017-18**

**Date: 01-12-2017**

## निविदा प्रपत्र

(निविदाकार द्वारा भरकर लिफाफे में सीलबंद कर रखने हेतु)

1. कार्य का नाम : **“Supply of Gold Medal”**
2. अनुमानित लागत : राशि रु. 80,000 /—
3. निविदा कार्य की पूर्णता अवधि : 15 दिवस
4. निविदा शुल्क : रु. 200 /—
5. धरोहर राशि : रु. 2000 /— (अक्षरे रु. दो हजार मात्र)
6. निविदा जमा करने की तिथि : दिनांक: 11/12/17 समय प्रातः 11.30 बजे तक
7. निविदा खोलने की तिथि : दिनांक: 11/12/17 समय दोपहर 12.30 बजे
8. निविदादाता का नाम एवं पता : .....
- दूरभाष नम्बर/ई-मेल : .....
9. निविदा प्रपत्र शुल्क राशि (रु. 200 /—) : बैंक ड्राफ्ट सं ..... दिनांक: .....(संलग्न)  
तथा धरोहर राशि (रु. 2000 /—) : बैंक ड्राफ्ट सं ..... दिनांक: .....(संलग्न)
10. GSTIN (a copy shall be enclosed) : .....
11. PAN (a copy shall be enclosed) : .....
12. स्वर्ण पदक की आपूर्ति हेतु निविदित दरें निम्नानुसार हैं:—

S.No.	Items with specifications	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)
01.	<b>स्वर्ण पदक :-</b> (e[keyh fMfc;k lfgr½ 20 ग्राम चांदी युक्त 2 इंच व्यास (Diameter) के गाढ़ी (Thick) स्वर्ण पॉलिश (Gold-Polish) युक्त स्वर्ण-पदक जिसके ऊपर रिंग का हुक भी (अलग) लगा होना चाहिए तथा मेडल के दोनों तरफ भली भांति सोने की पॉलिश की हुई होनी चाहिए।	70 स्वर्ण पदक	प्रति स्वर्ण पदक	
<b>Note : GST Extra as applicable</b>				

दिनांक:

स्थान:

निविदादाता के हस्ताक्षर मय मोहर

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

1. जी.एस.टी. पंजीयन प्रमाण पत्र की प्रति
2. पेन कार्ड की प्रति
3. हस्ताक्षरयुक्त निविदा की शर्तों एवं आवश्यक निर्देशों की प्रति
4. हस्ताक्षर युक्त परिशिष्ट **I, II, III, IV**

दिनांक:

निविदादाता के हस्ताक्षर मय मोहर

स्थान:

### निविदा हेतु विषिट निर्देश :-

1. निविदादाता को 20 ग्राम चांदी युक्त 2 इंच व्यास ;क्वेंडमजमतद्ध के गाढ़ी ;जिपबाद्ध स्वर्ण पॉलिस (Gold-Polish) युक्त स्वर्ण-पदक जिसके ऊपर रिंग का हुक भी (अलग) लगा होना चाहिए तथा मेडल के दोनों तरफ भली भांति सोने की पॉलिस की हुई होनी चाहिए।
2. प्रत्येक पदक के एक तरफ विष्वविद्यालय का मोनोग्राम डाई के द्वारा बनेगा एवं पदक के दूसरी तरफ छात्र का नाम, परीक्षा का नाम एवं वर्ष आदि का अंकन खुदाई द्वारा होगा।
3. प्रत्येक पदक को एक मखमली डिबिया जिसकी कीमत भी सकल दर में शामिल होगी, में आपूर्ति करनी होगी।
4. पदक में प्रयुक्त धातु की जाँच विष्वविद्यालय प्रयोगशाला अथवा मान्यता प्राप्त अन्य किसी संस्थान /प्रयोगशाला से कराई जायेगी एवं रिपोर्ट प्राप्त होने पर बिल का भुगतान किया जावेगा।
5. पदकों की आपूर्ति विष्वविद्यालय में स्वयं के खर्च पर करनी होगी।
6. विष्वविद्यालय के अधिकृत मोनोग्राम की डाई स्वयं के खर्च से बनानी होगी।
7. आदेश देने के दिनांक से 15 दिवस की अवधि में पदक तैयार कर कोटा विष्वविद्यालय, कोटा को आपूर्ति करनी होगी।
8. सफल निविदाकार को निर्धारित राशि के नॉन जूडिशियल स्टॉम्प पर विष्वविद्यालय से अनुबन्ध करना होगा।
9. न्यूनतम दर पर कार्य दिया जाना आवश्यक नहीं होगा।
10. किसी भी विवाद की स्थिति में विष्वविद्यालय के कुलपति का निर्णय अन्तिम होगा तथा दोनों पक्षों को मान्य होगा।
11. दरें निविदा सूचना में दिये गये निर्देशों के अनुसार यथोचित रूप से मुहरबन्द लिफाफे में बन्द करके भेजी जानी चाहिए।
12. लिफाफे के ऊपर "पदक के लिए निविदा- 2017" साफ अक्षरों में लिखा जाए।
13. मांगी गई वस्तुओं /सामग्री के लिए माल उत्तम किस्म का प्रयोग में लेना होगा।
14. निविदा उन फर्मों /व्यापारियों द्वारा ही जो या तो उन वस्तुओं / सामान/ साज - सज्जा / मशीनों आदि के लिए रजिस्टर्ड /अनुमोदित प्रदायक है, या उनके द्वारा जो उस सामान का जिसके लिए निविदा दी जा रही है, वास्तव में व्यवसाय कर रहें हो, दी जानी चाहिए।
15. अनुमोदित प्रदायक के सम्बन्ध में यह समझा जायेगा कि उसने प्रदाय किये जाने वाले सामान सम्बन्धी षर्तों विस्तृत विवरण, आकार, में और रेखा-चित्रों आदि की सावधानी पूर्व जाँच कर ली है। यदि उसको इस षर्तों या विस्तृत, विवरण, रेखा -चित्रों आदि के अर्थ के सम्बन्ध में कोई सन्देह हो तो उसे अनुबन्ध पर हस्ताक्षर करने से पूर्व प्रभारी अधिकारी से पूछताछ कर लेनी चाहिए और स्पष्टीकरण प्राप्त कर लेना चाहिए।
16. निविदाकार अपनी निविदा अथवा उसके सारमूल के किसी भी भाग को न तो किसी एजेन्सी को सौंप सकेगा और न ही किसी को आगे निविदा पर दे सकेगा।
17. प्रदाय किया गया सम्पूर्ण सामान व्यापार चिह्न के अनुसार सर्वोत्तम किस्म का ही स्वीकृत प्रमाणिक नमूनों से पूरी तरह मेल खाता हुआ होना चाहिए। सामान की किस्म के सम्बन्ध में स्वीकृत देने वाले प्राधिकारी का निर्णय अन्तिम होगा तथा निविदाकार को मान्य होगा। प्रदाय की जाने वाली वस्तुओं को अस्वीकृत अथवा बदले जाने के कारण प्रदायकों को हानि हो, तो वह पूर्ण रूप से निविदाकार की जिम्मेदारी रहेगी।
18. क्रेता अधिकारी अथवा उसका यथावत प्राधिकृत प्रतिनिधि सब उचित समयों पर प्रदायक के भू-गृह आदि (प्रेमिसेज) में जा सकेगा और सब उचित समयों सामान की तथा वस्तुओं की बनावट की जाँच और परीक्षा करने के लिए वह सक्षम होगा। निविदाकार को अपने कार्यालय, गोदाम तथा वर्कशॉप एवं उस व्यक्ति का नाम व पूरा पता देना चाहिए, जिससे इस प्रयोजन हेतु सम्पर्क स्थापित किया जा सके।
19. यदि वांछित किस्म, मेक या परिमाण के अलावा सामान का अन्यथा प्रदाय होता है तो वह अस्वीकार कर दिया जायेगा तथा प्रदायक को बिना किसी अतिरिक्त मूल्य के उचित समय का बदला जाना संभव न हो तो ऐसी वस्तुओं का मूल्य यथोचित रूप से काट कर दिया जायेगा। क्रेता अधिकारी द्वारा नियम किए गये मूल्य अन्तिम होंगे।
20. अस्वीकृत वस्तुओं को अस्वीकृति की तारीख से 15 दिवस के भीतर उनके स्थान से निविदा देने वाले द्वारा अवष्य हटा लिया जाना चाहिए।
21. निविदाकार सामान की निर्धारित पैकिंग के लिए उत्तरदायी होगा। यदि उसमें कोई कमी पाई जायेगी तो ऐसी हानि या कमी को पूरा करने के लिए निविदाकार उत्तरदायी होगा। इसके कारण कोई अतिरिक्त राशि नहीं दी जाएगी।
22. समस्त उद्भूत दरें एफ. ओ. आर. डेस्टिनेशन होनी चाहिए तथा विष्वविद्यालय द्वारा कोई गाड़ी-भाड़ा या परिवहन व्यय नहीं दिया जाएगा तथा सामान की सुपुर्दगी विष्वविद्यालय में केन्द्रीय भण्डार में की जायेगी।
23. निविदाकार जिसकी निविदा स्वीकार की गई, आदेश की तारीख से 15 दिवस की अवधि के भीतर वस्तुओं के प्रदाय की व्यवस्था करेगा। निविदा में दर्शायी गई मात्रा अनुमानित है वस्तुओं के प्रदाय की मात्रा आवश्यकतानुसार बढ़ाई /घटाई जा सकती है, जो निविदाकार को मान्य होगी।
24. 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। श्रुद्धियां, यदि कोई हो, स्पष्ट रूप से की जानी चाहिए तथा उन पर लघु हस्ताक्षर किए जाने चाहिए।
25. निविदाकार की निविदा और करार की षर्तों और प्रतिबंधों की स्वीकृति के प्रतीक स्वरूप निविदा के प्रपत्र के प्रत्येक पृष्ठ पर अन्त में हस्ताक्षर करने चाहिए।
26. निविदा के साथ निविदा फार्म की राशि 200/- अक्षरे दो सौ मात्र तथा धरोहर राशि के निविदानुसार रु. 2000(अक्षरे रु. दो हजार मात्र) का डी.डी. (डिमाण्ड ड्राफ्ट कुलसचिव, कोटा विष्वविद्यालय, कोटा के पक्ष में देय संलग्न होना चाहिए।
27. किसी वस्तु की मात्रा सम्पूर्ण अथवा आंशिक रूप से बिना कोई कारण बताए निरस्त की जा सकती है।

28. प्रदायक चाहे तो वस्तुओ का किसी भी प्रकार से होने वाली हानि आदि के लिए बीमा अपने स्वयं के खर्चे पर करा सकता है।
29. स्वर्ण पदक निर्माण हेतु विष्णुविद्यालय द्वारा अग्रिम राशि नहीं दी जावेगी।
30. जी.एस.टी. नियमानुसार अतिरिक्त देय होगा।

दिनांक:

निविदादाता के हस्ताक्षर मय मोहर

स्थान:

## 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. **Sales Tax Registration and Clearance Certificate:** - Service Tax/Sales Tax Registration Number should be attached with technical bid and a sales tax certificate from the concerned Officer of the Circle Concerned shall be submitted without which the tender is liable to rejection.
4. Tender forms shall be filled electronically & submit on line. No tender filled physically shall be considered. 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. The rates should mention element of the Rajasthan State Sales Tax and Central Sales Tax, entry tax etc. separately.
6. All rates quoted must be FOR and should include all incidental charges except Central/Rajasthan Sates Tax, entry tax 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. In case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of octroi and local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order.

7. **Comparison of Rates:-** (i) In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to price preference under the rules, the element of Rajasthan Sales Tax shall be excluded whereas that of Central Sales Tax shall be included.  
(ii) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan Sales Tax shall be included.
8. Price Preference :- Price preference/preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by industries out side Rajasthan as per purchase of stores (Preference to industries of Rajasthan) Rules , 1995.
9. Validity:- Tender 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 condition or of the specification, drawing etc., he shall, before signing the contract, refer the same to the purchase officer 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 University of Kota, Kota conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
  - (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 supplier shall be of the very best quality and description. The decision of the 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 tenderers.

- (iii) Warranty/Guarantee Clause:- The tenderer would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of one year 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 one year the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the purchase committee 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/stores/articles will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The tenderer shall if so called upon to do, replace the goods, etc. or such portion thereof as is rejected by the purchase committee, otherwise the tenderer shall pay damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchase committee in that behalf under this contract or otherwise.
- (iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer 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 tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.
- (v) In case of machinery and equipments specified by the purchase committee the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms & conditions as may be agreed. The tenderer 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 purchase committee who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.



13. Inspection:-

- (a) The University inspection committee/UPC authorized shall have time to inspect and examine the materials and workmanship of the goods/equipments/machineries during manufacturing process or afterwards as may be decided.
- (b) The tender shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name & 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.

14. Samples:- Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed & signed . Such samples if submitted personally will be received in the office. A receipt will be given for each samples 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.
15. 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 tenderer and serial number of the item, of which it is a sample in the schedule.
16. Approved samples would be retained free of cost upto 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 tenderer on the expiry of stipulated period. The UOK 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 UOK and no claim for their cost, etc., shall be entertained.
17. Samples not approved , shall be collected by the unsuccessful tenderer. The UOK 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 UOK reputed testing house like MSME Testing Station, Jaipur and the like 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 tenderer or his authorized representative and properly sealed in their presence. Once 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 UOK . In case urgent testing is desired to be arranged by the tenderer 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 tenderer.
21. Rejection:-
- (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the purchase committee .
  - (ii) If, however , due to exigencies of UOK, such replacement either in whole or in part, is not considered feasible, the purchase committee after giving an opportunity to the tenderer 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 tenderer within 15 days of intimation of rejection, after which Registrar 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 tenderer's risk and on his account.
23. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road pr 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 tenderer 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 Registrar, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.
25. Direct & indirect canvassing on the part of the tenderer or his representative will be a disqualification.
26. (i) Delivery Period:- The tenderer whose tender is accepted shall arrange supplies within a period of 45 days from the date of supply order/by as under:-
- S.No. Items Qty. Delivery period(as per schedule to be attached with supply order)

(ii) Extent of Qty.- Repeat orders:- If the orders are placed in excess of the quantities shown in the tender notice, the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 25% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do so, the Registrar shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.

(iii) If the purchase officer does not purchase any of the tendered articles or purchase less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.

#### 27. Bid Security

(a) Tender shall be accompanied by an B.S. of Rs.2000/- 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.

28. 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.

**29. 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 stores 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 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.

29.2 (i) Firms Registered with the Director of Industries Rajasthan in respect of stores for which they are registered , subject to their furnishing the registration in original from the Director of Industries or a Photostat copy

or a copy thereof duly attested by any Gazetted Officer will be partially exempted from earnest money and shall pay security deposit at the rate of 1% of the estimated value of tender.

(ii) Central Government and Government of Rajasthan Undertaking will be exempted from furnishing security amount.

**29.3 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 .

**29.4** 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.

**30. Insurance:-**

- (i) The goods will be delivered at the destination 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 state will not be required to pay such charges incurred.
- (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.

**31. Payments:-**

- (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 tenderer to the Registrar in accordance with GF & AR all remittance charges will be borne by the tenderer.
- (ii) In case of disputed items, 10 to 25% of the amount shall be withheld and will be paid on settlement of the dispute.

- (iii) Payments in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

32.1 (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the purchase officer.

(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 tenderer has failed to supply:-

Delay up to one fourth period of the prescribed delivery period	2½%
Delay exceeding one fourth 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%

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

32.3 The maximum amount of liquidated damage shall be 10%

32.4 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.

32.5 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 tenderer.

32.6 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 or 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.

- (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.
  - (ii) If the supplier commits breach of the terms & conditions the contract.
  - (iii) When the supplier has made himself liable for action under any of the cases aforesaid , the competent authority, shall exercise power:-
    - (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.
    - (b) To get the work done through other service provider 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 COE/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.
33. 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.

34. Tenderers must make their own arrangement to obtain import licence, if necessary.
35. 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.
36. 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.
37. 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.
38. 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.
39. 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.



40. All other/remaining general terms & conditions shall be applicable as laid down in Rajasthan transparency in public procurement 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

## **Annexure -I**

### **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 UNIVERSITY OF KOTA, KOTA for procurement of "Supply of Gold Medals" in response to their Notice Inviting Bids No. 26/2017-18 Dated 01.12.2017. 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 Bidding 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:

**with seal**

**Signature of bidder**

**Name**

**Designation**

**Address:**

## **Annexure III**

### **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**