



कोटा विश्वविद्यालय, कोटा

महाराव भीमसिंह मार्ग, कबीर सर्किल के पास, कोटा

क्रमांक: एफ-4()/सा.प्र./परीक्षा-निविदा/कोविको/2024/3514

दिनांक: 09/07/24

(निविदा सूचना संख्या- 08/2024-25)

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 लिफाफे में सीलबंद कर लिफाफे पर कार्य का नाम अंकित करते हुए प्रस्तुत करना होगा।

नीलामी निविदा का तकनीकी प्रपत्र (भाग-अ)

1.	कार्य का नाम:- विश्वविद्यालय की विभिन्न परीक्षाओं में प्रयोग में ली गई उत्तरपुस्तिकाओं, ओ.एम.आर शीट्स पुराने प्रश्न पत्र, टाट के खाली कट्टे, कागज की कतरन, अखबार, पत्र-पत्रिकाएं आदि) के विक्रय हेतु	
2.	अनुमानित लागत	रु. 65.00 लाख (अक्षरे रु. पैसठ लाख मात्र)
3.	निविदा शुल्क राशि रु. 1,000/- का डी.डी. जो कि कुलसचिव, कोटा विश्वविद्यालय, कोटा के नाम देय हो संलग्न करना होगा।	डी.डी. नं. बैंक दिनांक
4.	बोली प्रतिभूति (ई.एम.डी.) राशि रु. 1,30,000/- का डी.डी. जो कि कुलसचिव, कोटा विश्वविद्यालय, कोटा के नाम देय हो संलग्न करना होगा।	डी.डी. नं. बैंक दिनांक
5.	निविदा प्रस्तुत करने वाली फर्म का नाम:- पता:- दूरभाष नम्बर:- ई-मेल आई.डी. :-	
6.	GST Registration No., if Registered in GST (copy to be enclosed)	(संलग्न पृष्ठ संख्या
7.	PAN (copy to be enclosed)	(संलग्न पृष्ठ संख्या
8.	बैंक खाते का विवरण- बैंक का नाम व शाखा खाता सं. एवं IFS Code (Photocopy of Passbook/Cheque to be enclosed)	(संलग्न पृष्ठ संख्या
9.	क्या निविदादाता फर्म का कागज/कागज की लुगदी बनाने का स्वयं का कारखाना है? यदि हाँ, तो उसकी क्षमता एवं वार्षिक टर्नओवर का विवरण अंकित करें।	(संलग्न पृष्ठ संख्या
10.	कागज निर्माता फर्म की उत्तरपुस्तिकाओं को लुगदी में परिवर्तित करने की क्षमता (प्रतिदिन भार टनों में) ?	(संलग्न पृष्ठ संख्या
11.	बोलीदाता फर्म का अन्य राजकीय विश्वविद्यालय/बोर्ड आदि में समान प्रकृति के कार्य का अनुभव (यदि हो तो प्रमाणस्वरूप कार्यादेश/प्रमाणपत्रों की प्रति संलग्न करें।)	(संलग्न पृष्ठ संख्या
12.	बोलीदाता को राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 एवं नियम 2013 अनुसार निर्धारित प्रपत्र A, B, C and D को विधिवत रूप से हस्ताक्षर कर प्रस्तुत करने होंगे।	
13.	बोलीदाता द्वारा अपने लैटर हैड पर निर्धारित प्रारूप (Annexure-E) में हस्ताक्षरित घोषणा पत्र प्रस्तुत करना होगा।	

निविदादाता के हस्ताक्षर मय मोहर



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निविदा एवं संविदा की विशेष शर्तें

1. निविदादाता द्वारा मोहरबन्द लिफाफे में धरोहर/बोली प्रतिभूति राशि रु. 1,30,000/- के डिमाण्ड ड्राफ्ट के साथ दिनांक 08/04/24 समय 02:00 बजे तक कुलसचिव, कोटा विश्वविद्यालय, कोटा के पास पहुंच जाने चाहिये। बोली प्रतिभूति राशि (धरोहर राशि) कुलसचिव, कोटा विश्वविद्यालय, कोटा के नाम से बैंक ड्राफ्ट से जमा करायी जानी चाहिये। पूर्व में जमा बोली प्रतिभूति राशि (धरोहर राशि) यदि कोई हो तो इस निविदा के लिये मान्य नहीं होगी। बोली प्रतिभूति राशि (धरोहर राशि) के अभाव में निविदा पर विचार नहीं किया जावेगा।
2. निविदादाता को निविदा प्रपत्र भाग-अ एवं वित्तीय निविदा भाग-ब अलग-अलग लिफाफों में सीलबंद कर लिफाफों पर क्रमशः तकनीकी निविदा प्रपत्र भाग-अ एवं वित्तीय निविदा भाग-ब आवश्यक रूप से अंकित करते हुए दोनों लिफाफों को एक लिफाफे में सीलबंद कर प्रस्तुत करना होगा।
3. विश्वविद्यालय को यह अधिकार होगा कि वह किसी भी टेण्डर को बिना कोई कारण बताये आंशिक अथवा पूर्ण रूप से स्वीकृत अथवा निरस्त कर दें अथवा उपयोग में ली गई उत्तर पुस्तिकाओं को बिना कोई कारण पूर्ण अथवा किश्तो में बेचा जा सकता है अथवा बेचना स्थगित भी किया जा सकता है।
4. विश्वविद्यालय द्वारा समग्र रूप से अधिकतम दर के आधार पर एक ही बोलीदाता/निविदादाता के पक्ष में उक्त निविदा स्वीकृत की जा सकती है।
5. विश्वविद्यालय द्वारा दरे स्वीकृत किये जाने पर सम्पूर्ण माल (बिक्री योग्य सामग्री) आदेश जारी होने की तारीख से 20 दिन के अन्दर उठा लेना होगा। इस अवधि में अवकाश के दिन भी शामिल है। निर्धारित अवधि में माल न उठाने पर शास्ति राशि नीचे लिखे अनुसार प्रतिदिन के हिसाब से लगेगी। यह राशि सुरक्षा/कार्य सम्पादन प्रतिभूति राशि में से काट ली जावेगी।

क्र.सं.	विलम्ब	शास्ति राशि
01	प्रथम सात दिन की देरी पर	रु. 500/- प्रतिदिन
02	द्वितीय सात दिन की देरी पर	रु. 1000/- प्रतिदिन
03	तृतीय सात दिन की देरी पर तथा अधिकतम 20 दिन तक	रु. 1500/- प्रतिदिन

6. जिन बोलीदाता की दरें स्वीकार होगी, उनको अनुमोदित कुल मूल्य की चौथाई राशि कुलसचिव, कोटा विश्वविद्यालय, कोटा के नाम बैंक ड्राफ्ट से सिक्क्यूरीटी मनी (कार्य सम्पादन प्रतिभूति राशि) के रूप में दर स्वीकृत की सूचना मिलने के सात दिन में आवश्यक रूप से जमा करानी होगी एवं निर्धारित प्रपत्र में 500/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर करार निष्पादित करना होगा। सफल बोलीदाता को प्रतिभूति राशि के अतिरिक्त सामग्री उठाते समय प्रत्येक लॉट की कीमत विश्वविद्यालय परिसर में स्थित बैंक में चालान के माध्यम से जमा कराकर रसीद लेखा शाखा में जमा करानी होगी। कीमत पूर्ण जमा होने पर ही बोलीदाता माल उठा सकेगा। प्रतिभूति राशि का समायोजन किसी भी लॉट या अन्तिम लॉट की कीमत में नहीं किया जावेगा तथा प्रतिभूति राशि शर्त सं. 22 व 23 के अनुसार ही लौटाई जावेगी।

टेण्डर स्वीकृति के पश्चात् सफल बोलीदाता करारनामा निष्पादित करने में विफल रहता है तो इस प्रकार के विफल रहने को निबंधनो तथा शर्तो का भंग होना माना जावेगा तथा धरोहर (बोली प्रतिभूति)/कार्य सम्पादन प्रतिभूति (सुरक्षा राशि) अथवा दोनों राशि जब्त कर ली जावेगी। तदोपरान्त अन्य बोलीदाता को कार्यादेश देने या पुनः निविदा आमंत्रित करने का अधिकार विश्वविद्यालय को होगा।

7. बोली स्वीकृति पर सफल बोलीदाता द्वारा निर्धारित शास्ति सहित विलम्ब की अवधि 20 दिन में भी माल (बिक्री योग्य सामग्री) उठाना प्रारंभ नहीं करने पर कुलसचिव को यह अधिकार होगा कि पुनः निविदा आमंत्रित कर अथवा अन्य बोलीदाता को माल बिक्री कर सके। इस प्रकार के विक्रय से यदि कोई हानि

होती है तो हानि की रकम दोषी बोलीदाता की जमा धरोहर राशि/बोली प्रतिभूति राशि अथवा दोनो से वसूल कर ले।

8. माल भरवाने से पूर्व खाली बोरे तोल समिति के समक्ष तुलवाने होंगे। माल की वजनी तादाद दी गई है वह अन्दाजन है। माल कम या अधिक हो सकता है। माल उठाने एवं तुलवाने का व्यय फर्म को ही वहन करना होगा।
9. उपयोग में ली हुई उत्तर पुस्तिकाओ, ओ.एम.आर. शीट एवं अन्य सामग्री का निरीक्षण इच्छुक बोलीदाता किसी भी कार्य दिवस में (प्रातः 11 बजे से शाम 4 बजे तक) परीक्षा नियन्त्रक से अनुमति प्राप्त कर विश्वविद्यालय की गोपनीय शाखा में कर सकते हैं।
10. किसी भी प्रकार की विवादास्पद स्थिति में कुलपति का निर्णय अन्तिम एवं मान्य होगा। कानूनी कार्यवाही की स्थिति में राजस्थान में कोटा स्थित न्यायालय ही क्षेत्राधिकार रहेगा।
11. उपरोक्त शर्तों के अलावा/विपरीत बोलीदाता द्वारा निविदा में जोड़ी गई कोई भी अन्य शर्त मान्य नहीं होगी। सशर्त निविदा भी स्वीकार नहीं होगी।
12. विक्रय राशि पर जी.एस.टी. विश्वविद्यालय में माल उठाने से पूर्व नियमानुसार प्रचलित दर के हिसाब से राजकोष में जमा कराने का प्रमाण प्रस्तुत करना होगा अथवा जी.एस.टी. की राशि को विश्वविद्यालय में अलग से जमा कराना होगा। यदि जी.एस.टी. विभाग द्वारा इस संबंध में जी.एस.टी. कर की बकाया राशि जमा कराने हेतु नोटिस प्राप्त होता है तो फर्म को करवंचना हेतु उत्तरदायी माना जायेगा।
13. प्रयोग में ली गई उत्तर पुस्तिकाओ का विक्रय अधिकतम दर पर करने के लिए विश्वविद्यालय बाध्य नहीं है।
14. नीलामी उन फर्मों/व्यापारियों द्वारा ही दी जानी है जो या तो उन वस्तुओ के लिए रजिस्टर्ड/अनुमोदित क्रेता हो, जिसके लिए नीलामी की जा रही है अथवा वास्तव में व्यवसाय कर रहा हो तथा फर्म के पास जी.एस.टी. नम्बर का होना अनिवार्य है।
15. बोलीदाता अपनी नीलामी अथवा उसके सारभूत किसी भाग को न तो किसी अन्य एजेन्सी को सौंप सकेगा और न ही आगे किसी को सबलेट कर सकेगा।
16. राजकीय निगम/कंपनी/उपक्रम/बोर्ड/राजकीय विभाग को धरोहर एवं प्रतिभूति राशि को जमा कराने से छूट प्राप्त है। S.S.I. Units को Preference of Industries of Raj. Rules 1995 में अंकितानुसार सीमा तक ही छूट देय होगी।
17. असफल बोलीदाता द्वारा जमा कराई गई बोली प्रतिभूति राशि (धरोहर राशि) दरें स्वीकृति पश्चात् कार्य सम्पादन प्रतिभूति जमा होने एवं करार पत्र सम्पादित होने के एक माह के भीतर लौटा दी जावेगी। किन्तु सफल बोलीदाता की बोली प्रतिभूति राशि (धरोहर राशि) को कार्य सम्पादन प्रतिभूति राशि के एक भाग के रूप में मान लिया जावेगा।
18. बोलीदाता को निविदा एवं संविदा की शर्तों एवं प्रतिबन्ध की स्वीकृति के प्रतीकस्वरूप नीलामी निविदा के प्रपत्र एवं निविदा शर्तों के प्रत्येक पृष्ठ के अन्त में हस्ताक्षर करने हैं।
19. बोलीदाता माल (उत्तरपुस्तिकाओ के बण्डल, प्रिन्टेड मैटर के बण्डल तथा अन्य प्रिन्टेड मैटर सामग्री) देखकर व माल के वजन का अन्दाजा लगा कर टेण्डर दे। समस्त माल जिस स्थिति में जहाँ-जहाँ पर भी है कार्यालय से पूरा उठाना होगा। टेण्डर खुलने पर इस पर ध्यान नहीं दिया जावेगा कि अमुक माल ऊपर से अच्छा है और नीचे से खराब है।
20. परीक्षा की प्रयोग में ली हुई साबुत उत्तरपुस्तिकाए आदि फर्म के द्वारा पल्प बनवाने हेतु सीधे मिल को भिजवाना होगा एवं उत्तर पुस्तिकाओ को गलाकर पल्प में परिणित करना होगा तथा यह प्रमाण पत्र देना होगा कि समस्त सामग्री का पल्प मिल में बनवा दिया गया है। यदि उत्तरपुस्तिकायें बाजार में विक्रय हेतु पाई गई तो संबंधित फर्म के विरुद्ध नियमानुसार कार्यवाही की जावेगी।
21. फर्म को नवीनतम आयकर शोधन एवं बिक्री कर शोधन प्रमाण पत्र संबंधित सर्किल अधिकारी का निविदा के साथ प्रस्तुत करना होगा अन्यथा निविदा प्राप्त होने पर वह अस्वीकृत की जा सकती है।
22. निबंधनो तथा शर्तों को भंग करने या संविदा को असंतोषप्रद ढंग से पूरा करने पर विश्वविद्यालय द्वारा पूर्णतः या अंशतः प्रतिभूति/कार्य सम्पादन प्रतिभूति राशि जब्त कर ली जावेगी। इस संबंध में विश्वविद्यालय का विनिश्चय ही अंतिम होगा।

23. सफल बोलीदाता को प्रतिभूति की राशि (यदि उसमें धरोहर राशि भी सम्मिलित की हुई है) संविदा के पूर्ण होने के पश्चात् समस्त संबंधितों से संतोषप्रद माल उठाने की सूचना व शर्त संख्या 19 के तहत प्रमाण पत्र प्राप्त होने पर एक माह बाद लौटा दी जावेगी। ऐसी प्रतिभूति राशि पर विश्वविद्यालय द्वारा कोई ब्याज देय नहीं होगा।
24. बोलीदाता को अपने कार्यालय व गोदाम के भू-गृह आदि का पूरा पता निश्चित रूप से देना चाहिए ताकि वहां जाकर निरीक्षण किया जा सके और उस व्यक्ति का नाम, पता व फोन नं. भी अवश्य दे जिससे इस कार्य हेतु सम्पर्क किया जा सके। ऐसे व्यापारियों जिन्होंने कारोबार नया ही शुरू किया हो उनके लिए अपने बैंकरो का परिचय पत्र प्रस्तुत करना आवश्यक होगा।
25. समस्त उत्तर पुस्तिकाओं को उठाने के बाद कि अब कोई उत्तर पुस्तिका उठाना शेष नहीं है इस आशय का प्रमाण-पत्र परीक्षा नियन्त्रक से प्राप्त कर सामान्य प्रशासन अनुभाग में प्रस्तुत करने पर ही कार्य पूर्ण माना जावेगा।
26. विक्रय की गई उत्तर पुस्तिकाओं का परिवहन अनुमोदित क्रेता को पूर्ण सावधानी के साथ इस प्रकार करना होगा कि समस्त उत्तर पुस्तिकायें विश्वविद्यालय परिसर में उठाये जाने के बाद सीधे मिल में ही पहुँचे, साथ ही उत्तर पुस्तिकाओं को मजबूत त्रिपाल आदि से चारों तरफ से इस ढंग से मजबूती से कवर्ड करना होगा ताकि परिवहन के दौरान मार्ग में कहीं पर भी उत्तरपुस्तिका/उत्तरपुस्तिकायें गिरने नहीं पावें। यदि मार्ग में कहीं पर भी उत्तरपुस्तिका/उत्तरपुस्तिकाओं के गिरने की रिपोर्ट/जानकारी विश्वविद्यालय को आती/होती है तो बोलीदाता के विरुद्ध कानूनी कार्यवाही की जा सकेगी, जिसके लिए बोलीदाता स्वयं ही उत्तरदायी होगा।
27. स्वीकृत बोलीदाता को रद्दी का तौल विश्वविद्यालय द्वारा नियुक्त बिक्री समिति के सदस्यों की उपस्थिति में निर्देशानुसार धर्म काटे पर करवाना होगा तथा प्रत्येक बार तौल के आधार पर कुल राशि उसी दिन विश्वविद्यालय में पूर्व में जमा करानी होगी, साथ ही नियमानुसार लागू जी.एस.टी. भी जमा कराना होगा। आवश्यकता हुई तो रद्दी का तौल दो कांटों पर भी करवाया जा सकता है, ऐसी स्थिति में अधिक तौल/वजन वाला कांटा मान्य होगा। तुलाई खर्च बोलीदाता द्वारा वहन किया जावेगा।
28. विश्वविद्यालय परिसर से सामग्री उठाने के पश्चात् मिल में भिजवाने की प्रक्रिया में यदि परिवहन वाहन को किसी स्थान पर रोका जाकर परिवहन विभाग द्वारा सीज कर लिया जाता है तो ऐसी स्थिति अथवा दुर्घटना आदि की स्थिति में संबंधित सीज चालान, पुलिस एफ.आई.आर. आदि की प्रति विश्वविद्यालय कार्यालय को उपलब्ध करानी होगी तथा जिस वैकल्पिक वाहन के माध्यम से परिवहन की प्रक्रिया पूर्ण की जाती है उसका वाहन नं. व अन्य सूचना देनी होगी।
29. क्रय समिति उच्चतम दर प्रस्तावित करने वाली फर्म का दरों का बाजारी दरों का आंकलन करके अनुमोदन करने या न करने के लिए अधिकृत होगी।
30. बोलीदाता अपने लेटर हेड पर Undertaking प्रदान करेगा जिसमें वह स्पष्ट रूप से बिड के साथ लगाये गये प्रपत्रों/दस्तावेजों के सत्य होने का उल्लेख करेगा।
31. बोलीदाता अपने लेटर हेड पर संलग्न प्रारूप अनुसार Undertaking प्रदान करेगा जिसमें वह प्रमाणित करेगा कि बोलीदाता कम्पनी/एजेन्सी/फर्म को केन्द्र/राज्य सरकार अथवा किसी भी सरकारी उपक्रम द्वारा Black Listed नहीं किया गया है।
32. विश्वविद्यालय की विभिन्न परीक्षाओं में प्रयोग में ली गई उत्तरपुस्तिकाओं, ओ.एम.आर शीट्स, पुराने प्रश्न पत्र, टाट के खाली कट्टे, कागज की कतरन, अखबार, पत्र-पत्रिकाएं इत्यादि के विक्रय हेतु न्यूनतम दर प्राप्त एक निविदादाता को ही दिया जा सकता है।
33. निविदा की सामान्य एवं विशिष्ट शर्तों में कोई विरोधाभास उत्पन्न होने पर विशिष्ट शर्तें मान्य होगी।
34. किसी भी शर्त में पूर्ण अथवा आंशिक रूप से शिथिलता प्रदान करने का अधिकार कुलपति को आरक्षित है।
35. किसी भी प्रकार का विवाद उत्पन्न होने पर, विवाद का न्याय क्षेत्र कोटा रहेगा।

निविदादाता के हस्ताक्षर मय मोहर



University of Kota, Kota

कोटा विश्वविद्यालय, कोटा

MBS Marg, Kabir Circle, Kota

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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: - GST Registration Number should be attached with bid and GST certificate from the concerned Officer of the Circle Concerned shall be submitted without which the tender is liable to rejection.
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 90 days 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.	<p>Specifications:-</p> <p>(i) All article supplied shall strictly conform to the specifications, trade mark laid down in 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>

	(b) The bidder 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.
14.	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.
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 bidder and serial number of the item, of 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: - In case 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.	<p>(i) Delivery Period: - The bidder whose bid is accepted shall arrange supplies/services within a period of from the date of supply/work order.</p> <p>(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:-</p> <p>(a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works and;</p> <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 @2% of estimated value of the bid, 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 0.5% 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 1% of the value of bid.</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>Agreement and Performance Security deposit (Rule 75 & 76 of RTPP Rules, 2013):-</p> <p>(1) (i) A Successful bidder shall sign the procurement contract in the prescribed format and deposit performance security. The amount of performance security shall be 5% of the amount of supply order in case of procurement of goods and services. In case of Small-Scale Industries of Rajasthan, it shall be 1.0% and in case of sick industries, other than Small Scale Industries, whose cases are pending before the BIFR, it shall be 2.0% of the amount of supply order. The bidder shall have to execute the agreement on a non-judicial stamp of Rs. 500/- at its cost.</p> <p>(ii) Performance security shall be furnished by the successful bidder within the 15 days from the date of award of contract.</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> <ol style="list-style-type: none"> Bank Draft or Banker's Cheque of a scheduled bank; 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. Bank guarantee/s of a scheduled ban. Fixed Deposit Receipt (FDR) of a Scheduled Bank. <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) 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> <ol style="list-style-type: none"> When any terms and conditions of the contract is breached. When the bidder fails to make complete supply satisfactorily. 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>(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 withheld 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 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="204 801 1302 976"> <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, fro 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, equipment's 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 Kota regarding authenticity of sum payable will be final.</p>
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

Compliance with Code of Integrity and Conflict of Interest

Code of Integrity: -

Any person participating in 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 information 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 anticompetitive 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 an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming 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 not 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 obligations, 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 from 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 to information about or influence on the Bid of another Bidder, or influence the decision of the Procuring Entity regarding 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.

Date:

Place:

Signature of the Bidder with Seal

Name:

Designation:

Address:

Declaration by the Bidder regarding Qualifications

(To be submitted by the bidder on his Letter Head)

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 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 been 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 the Bidder with Seal

Name:

Designation:

Address:

Grievance Redressal during Procurement Process

The designation and the address of the First Appellate Authority:

Hon'ble Vice-Chancellor, University of Kota.

The designation and the address of Second Appellate Authority:

Additional Chief Secretary, 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 endeavor 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 payment 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 issue notice accompanied copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date of fixed for 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 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.

Date:
Place:

Signature of the Bidder with
Seal
Name:
Designation:
Address:

Additional Conditions of Contract

1. Correction of Arithmetic Errors:

Provided that a Financial Bid is substantially responsive, the 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 expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accepted the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procurement Entity's Right to Vary the Quantity:

- (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 prices 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 documents 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 Supplier fail to do so, the procuring 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 Supplier.

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 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 vital nature, in such cases, the quantity may be divided between the Bidders, 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.

Date:	Signature of the Bidder with Seal
Place:	Name:
	Designation:
	Address:



कोटा विश्वविद्यालय – कोटा

रद्दी के विक्रय हेतु निविदा

घोषणा पत्र (बोलीदाता व्यक्ति/कम्पनी/फर्म/एजेन्सी के लेटर हेड पर)

मैं/हम/(कम्पनी/फर्म/एजेन्सी का नाम एवं पता)

..... शपथ पूर्वक निम्न घोषणा करता/करती हूँ कि:-

1. बिड क्रमांक में मेरे/हमारे द्वारा दी गई समस्त जानकारियां/दस्तावेज पूर्णतया सही है तथा गलत पाये जाने पर इसकी जिम्मेदारी मेरी/हमारी रहेगी।
2. मेरे/हमारे द्वारा यह प्रमाणित किया जाता है कि मेरी/हमारी कम्पनी/फर्म/एजेन्सी को केन्द्र/राज्य सरकार अथवा किसी भी सरकारी उपक्रम द्वारा Black Listed नहीं किया गया है।

हस्ताक्षर

नाम :

पद :

कम्पनी/फर्म/एजेन्सी का नाम :

कम्पनी/फर्म/एजेन्सी का पूर्ण पता :



कोटा विश्वविद्यालय, कोटा

महाराव भीमसिंह मार्ग, कबीर सर्किल के पास, कोटा

नीलामी निविदा का वित्तीय प्रस्ताव (भाग-ब)

कार्य का नाम:- विश्वविद्यालय की विभिन्न परीक्षाओं की प्रयोग में ली गई पुरानी उत्तर-पुस्तिकाओं, ओ.एम.आर. शीट्स, पुराने प्रश्न पत्र, टाट के खाली कट्टे, कागज की कतरन, अखबार, पत्र-पत्रिकाएं आदि के विक्रय हेतु नीलामी

फर्म का नाम व -

पता

क्र. स.	आइटम का विवरण	मात्रा/संख्या अनुमानित	बोलीदाता द्वारा प्रस्तुत अधिकतम दर प्रति क्विंटल (समस्त खर्चें तौल परिवहन कर आदि सहित रु में)	
			अंकों में	शब्दों में
1	विश्वविद्यालय की विभिन्न परीक्षाओं में काम में ली हुई उत्तर-पुस्तिकाये वर्ष 2021, वर्ष 2022 एवं वर्ष 2023	310 टन		
2	पुराने पेपर व ओ.एम.आर. शीट्स, रद्दी वर्ष 2021, वर्ष 2022 एवं वर्ष 2023	05 टन		
3	खाली (कागज के) कार्टून	100 किलो		
4	कागज की कतरन एवं स्वीपिंग आदि।	50 किलो		
5	पुराने समाचार पत्र - पत्रिकाएं/विवरणिका आदि	100 किलो		
6	खाली कट्टे	50 किलो		

नोट:-

1. बोलीदाता द्वारा उक्त सामग्री की प्रस्तावित दरें प्रति क्विंटल में ही अंकित की जाएं।
2. विक्रय मूल्य पर देय कर (GST) बोलीदाता द्वारा नियमानुसार अलग से जमा कराना होगा।
3. विश्वविद्यालय द्वारा समग्र रूप से अधिकतम दर के आधार पर एक ही बोलीदाता/निविदादाता के पक्ष में उक्त निविदा स्वीकृत की जा सकती है।

बोलीदाता के हस्ताक्षर मय मोहर

कोटा विश्वविद्यालय – कोटा

करार का प्रारूप

- (1) यह करार आज दिनांक को एक ओर
(जिसे इसमें इसके पश्चात् "अनुमोदित क्रेता" कहा गया है) जिसे अभिव्यक्ति में जहाँ संदर्भ के अनुकूल हो, उसके वारिस, उत्तराधिकारी, निष्पादक तथा प्रशासक सम्मिलित समझे जायेंगे, दूसरी ओर कोटा विश्वविद्यालय, कोटा के कुलसचिव (जिन्हें इसमें इनके पश्चात् "विश्वविद्यालय" कहा गया है) जिस अभिव्यक्ति में, जहाँ संदर्भ के अनुकूल हो, उनके उत्तराधिकारी तथा अभिहस्तांकित सम्मिलित समझे जायेंगे, के बीच सम्पन्न किया गया है।
- (2) चूँकि अनुमोदित क्रेता राजस्थान राज्य के कोटा विश्वविद्यालय, कोटा को उनके मुख्यालय पर इसके साथ संलग्न निविदा प्रपत्र में रद्दी सामग्री के विक्रय हेतु संविदा के प्रतिबंधों में दी गई रीति के अनुसार उल्लेखित दरों से क्रय करने के लिये विश्वविद्यालय के साथ सहमत हो गया है।
- (3) चूँकि अनुमोदित क्रेता ने की रकम डिमाण्ड ड्राफ्ट/बैंकर्स चैक संख्या दिनांक द्वारा उपयुक्त करार के यथावत पालन करने के लिये प्रतिभूति के रूप में जमा करा दी है।
- (4) अब यह लेख निम्नांकित का साक्ष्य है :-
- कोटा विश्वविद्यालय, कोटा द्वारा कुलसचिव के जरिये इसके साथ संलग्न निविदा प्रपत्र में उल्लेखित दरों से किये जाने संदायों में अनुमोदित क्रेता (फर्म का नाम) संलग्न निविदा प्रपत्र में अनुपयोगी स्टेशनरी/कागज एवं अस्थाई सामग्री की विक्रय हेतु संविदा तथा निविदा की शर्तों एवं प्रतिबंधों में बतलाई गई रीति से यथावत रूप से क्रय करेगा।
 - निविदा और संविदा की शर्तें जो निविदा सूचना दिनांक के साथ संलग्न थी और इस इकरार के साथ भी संलग्न है, इस करार का अंग समझी जावेगी और इस करार को निष्पादित करने वाले पक्ष इनसे बाध्य होंगे।
 - कोटा विश्वविद्यालय, कोटा एतद् द्वारा यह करार करता है कि यदि अनुमोदित क्रेता उपयुक्त रीति से उक्त शर्तों तथा प्रतिबंधों को मानेगा और उनका पालन करेगा तो कोटा विश्वविद्यालय, कोटा कुलसचिव के जरिये अनुमोदित क्रेता को उक्त प्रतिबंधों में उल्लेखित रीति से तथा समय पर प्रत्येक सामान के लिये देय रकम का संदाय करेगी या करवायेगी।
 - इस करार के अन्तर्गत कार्यादेश प्राप्ति की तारीख से 20 दिन की अवधि (अवकाश के दिनों सहित) के भीतर सभी रद्दी सामग्री के विक्रय हेतु।
 - यदि निविदाकार करार में विनिर्दिष्ट कालावधि के भीतर माल नहीं उठाता है, तो विक्रेता विश्वविद्यालय अपने विवेकानुसार माल उठाने की अवधि निविदाकार से करारानुसार परि-निर्धारित नुकसानी जो शास्ती होगी की वसूली के अध्याधीन बढ़ा सकेगा। यह वसूली निम्नानुसार होगी :-

क्र.सं. निर्धारित अवधि पश्चात् सामग्री उठाने में विलम्ब अवधि शास्ति की दर

1. प्रथम सात दिन की देरी पर रु. 500 /- प्रतिदिन
 2. द्वितीय सात दिन की देरी पर रु. 1000 /- प्रतिदिन
 3. तृतीय सात दिन की देरी पर तथा अधिकतम 20 दिन तक रु. 1500 /- प्रतिदिन
6. कोटा विश्वविद्यालय, कोटा एतद् द्वारा यह करार करता है कि यदि अनुमोदित क्रेता उपयुक्त रीति से उक्त शर्तों तथा प्रतिबंधों को मानेगा और उनका पालन करेगा तो कोटा विश्वविद्यालय, कोटा कुलसचिव के जरिये अनुमोदित क्रेता को क़य किये गये सामान की डिलेवरी, निम्न प्रकार से करेगा:-
- “विक्रय की जाने वाली सामग्री की डिलीवरी यथा भरे हुए ट्रक/ट्रकों के सम्पूर्ण माल की अदायगी बैंकर चैक/ड्राफ्ट द्वारा कार्यालय में जमा कराने पर ही दी जावेगी। क्रेता द्वारा सम्पूर्ण माल की कीमत चुका कर यथा नियमानुसार उठाने के पश्चात ही उनके लिखित प्रार्थना पत्र प्रस्तुत करने पर प्रतिभूति राशि नियमानुसार एवं निविदा शर्तों अनुसार लौटा दी जावेगी। जिसमें करार के उपबंध सं. 5 के तहत गणनीय शास्ती अथवा अन्य वसूल योग्य राशि यदि कोई हो, की कटौती की जा सकेगी।”
7. यह करार के संबंध में उत्पन्न होने वाले समस्त विवाद तथा यह करार के निर्वचन संबंधी समस्त प्रश्न विश्वविद्यालय द्वारा विनिश्चय किये जायेंगे तथा विश्वविद्यालय का विनिश्चय अंतिम होगा। कानूनी कार्यवाही की स्थिति में, कोटा स्थित सक्षम न्यायालय ही क्षेत्राधिकार रहेगा।
- जिसके साक्ष्य में इनके दोनो पक्षों ने दिनांक को अपने हस्ताक्षर किये है।

**अनुमोदित क्रेता की आरे से हस्ताक्षर
व सील**

**विश्वविद्यालय के लिये तथा की
ओर से हस्ताक्षर
पदनाम**

तारीख

तारीख

साक्षी संख्या (1)

साक्षी संख्या (1)

साक्षी संख्या (2)

साक्षी संख्या (2)