University of Kota, Kota

कोटा विश्वविद्यालय कोटा,कोटा

MBS Marg, Kabir Circle, Vivekanand Nagar, Kota

Ph No.-0744-2470053 e-mail ID:- fo.uok2003@gmail.com

Bid Inviting Notice

NIT NO. F 4( )GAD/UOK/2018/ 6906 **Date: 14/11/18**

(NIB NO. 37/2018-19)

University of Kota, Kota hereby invites E-bid for Advertising Agency. The bid may be downloaded from 15/11/18 (11.00AM) and last date of submission of the bid is 03/12/18 (5.00PM) . Details of the same may be seen on **www.eproc.rajasthan.gov.in** **or www.sppp.rajasthan.gov.in** or University website **www.uok.ac.in**

Registrar

University of Kota, Kota

कोटा विश्वविद्यालय कोटा,कोटा

MBS Marg, Kabir Circle, Vivekanand Nagar, Kota

Ph No.-0744-2470053 e-mail ID:- fo.uok2003@gmail.com

NIT No. 6906 Date 14/11/18

"NOTICE INVITING TENDER (ON LINE)"

(SR FORM-14, RULE 68 OF GFAR-II)

University of Kota, Kota invites e-tender/bid under Rajasthan Transparency in Public Procurement Act, 2012 & Rules, 2013 for supply/hiring of following goods/services from experienced, technically and financially sound & reputed bidders fulfilling eligibility criteria through e-tendering system as described in the bid document as appended below:-

S.No.	Name of goods/services	Specifications/scope of work	Estimated cost	Bid Security	Tender fee	RISL Processing fee
1	Bid For Advertising Agency	As per BOQ	Rs. 40.00 lakh	Rs 80,000	Rs. 1000/-	Rs. 1000/-

Important dates for downloading and submitting the e-tender are as follows:-

Date and time of downloading of bid document	15/11/18 (11.00 AM) to 03/12/18 (5.00 PM)
Date and time of on-line submission of bid	15/11/18 (11.00 AM) to 03/12/18 (5.00 PM)
Last date of physical submission of Bid Security, Tender fee and RISL processing fee	04/12/18 (12.00 PM)
Date and time of on-line opening of Prequalification/Technical Bid	04/12/18 (02:00 PM)
Date and time of on-line opening of Price Bid in the office of Comptroller, University of Kota,Kota	To be informed separately

Instructions to bidder:-

1. The bid documents, terms and conditions may be seen and downloaded from the web site www.eproc.rajasthan.gov.in, www.sppp.raj.nic.in, www.uok.ac.in.
2. The Interested bidders may submit their on-line bids along with separate Demand Drafts drawn in favour of "Regsitrar, University of Kota, Kota" payable at Kota towards the cost of Tender Fee (non-refundable) and RISL Processing Fee (Non-refundable) demand draft shall be in favour of "Managing Director, RISL" payable at Jaipur. A separate Demand Draft of Bid Security(Refundable) shall be in favour of Registrar, University of Kota, Kota.
3. The above demand drafts must reach physically in the office of Procurement Entity, University of Kota, Kota on or before last date as mentioned above failing which bids shall not be considered.
4. Bidders, having digital signature certificate (DSC) as per IT Act, 2000 to sign their electronic Bids, shall submit their offer on-line on www.eproc.rajasthan.gov.in with in stipulated time and date mentioned herein above. Bids shall not be accepted personally. The Bids will be opened on the same date and time before purchase committee in the presence of bidder or their authorized representative who may be present.
5. In the event of the specified dates being a holiday, the activities assigned on that date may be carried out on next working day on the same time.
6. University of Kota, Kota is not bound to accept the lowest bid and may reject any bid or any part of the bid without assigning any reason therefore.
7. Bids received after the prescribed time and date will not be considered.
8. The bidders shall have to submit GST Registration number along with copy of Tax Clearance Certificate from the Commercial Taxes Officer concerned without which the bids will not be considered.
9. SSI Units are partially exempted from the payment of Bid Security on the basis of registration issued by the Director of Industries or their representative and shall pay Bid Security @ 0.5% of the estimated value of the bid.
10. Validity: - 90 days from the opening of Technical bid.
11. Period of Annual Rate Contract is one year from the date of issuing of work order. However, ARC contract period may be extended for further one year with mutual consent on same rates and terms/conditions as per rules.
12. In case of any query, the undersigned (Procurement Entity) may be contacted at 0744-2470053 or e-mail at fo.uok2003@gmail.com

(Registrar)
Procurement Entity

University of Kota, Kota

कोटा विश्वविद्यालय कोटा,कोटा

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Ph No.-0744-2470053 E-mail ID:- fo.uok2003@gmail.com

TECHNICAL BID Part-A

1.	NIT Dispatch No & Date	……. Date …… Bid for Advertising Agency
2.	Address of Procurement Entity	Registrar, University of Kota, Kota Contact No 07442472934 Email id…….
3.	Name and address of the bidder submitting the tender (Photo ID Proof shall be attached)	
4.	PAN Card No. (Copy shall be enclosed)	
5.	GST registration no. (Copy shall be enclosed)	
6.	I.N.S. registration no. (Copy shall be enclosed)	
7.	The tender fee amounting to Rs.1000/- has been deposited vide Demand Draft in favour of Registrar, University of Kota	Demand Draft Number……. Bank ……. Dated……
8.	The Bid Security amounting to Rs. 80,000/- has been deposited vide Demand in favour of Registrar, University of Kota	Demand Draft Number……. Bank ……. Dated……
9.	The RISL Processing Fee amounting to Rs.1000/- in favor of Managing Director RISL, Jaipur	Demand Draft Number……. Bank ……. Dated……
10.	Form A, B, C & D as prescribed in Rajasthan Transparency in Public Procurement Rules, 2013 duly signed shall be enclosed.	

Signature of the bidder with Seal

Date:……

Place:…….

General terms & conditions

1. विश्वविद्यालय द्वारा प्रकाशित की जाने वाली विज्ञप्तियों/निविदाओं को समाचार पत्रों में प्रकाशित करने से पूर्व उनकी डिजाइन एवं साईज का अनुमोदन कराना होगा। एजेन्सी का स्थानीय स्तर पर कार्यालय होना चाहिए।
2. विज्ञापन/निविदा/विज्ञप्ति को निर्देशित समाचार पत्रों के संस्करणों में प्रकाशन के लिये, विश्वविद्यालय के प्रशासनिक/परीक्षा भवन पर लेने हेतु एजेन्सी के प्रतिनिधि को आना होगा।
3. विज्ञापन/निविदा प्रकाशन के बिलो का भुगतान डी.ए.वी.पी./डी.पी.आर. द्वारा अनुमोदित दरों एवं वाणिज्य दरों पर एजेन्सी द्वारा देय अधिकतम छूट के आधार पर किया जावेगा।
4. प्रकाशित की जाने वाली सूचना के सम्बंध में विभिन्न समाचार पत्रों से सर्म्पक बनाये रखना होगा।
5. निविदा/विज्ञप्ति का प्रकाशन सभी समाचार पत्रों में न्यूनतम आकार एवं समरूपता में होना चाहिए।
6. प्रकाशन में किसी भी प्रकार के विलम्ब अथवा त्रुटि के लिये निविदादाता स्वयं जिम्मेदार होगा तथा त्रुटि का संशोधन एजेन्सी द्वारा स्वयं के खर्चे पर प्रकाशित करना होगा।
7. कार्यादेश की अवधि से पूर्व भी बिना किसी कारण के कार्यादेश विश्वविद्यालय द्वारा निरस्त किया जा सकता है।
8. सफल निविदादाता को नियमानुसार प्रतिभूति राशि जमा करानी होगी तथा निर्धारित मूल्य के मूद्रांक(स्टाम्प)पर अनुबन्ध निष्पादित करना होगा।
9. किसी भी प्रकार के विवाद के लिए न्याय क्षेत्र कोटा ही रहेगा।
10. विश्वविद्यालय द्वारा विज्ञापन और निविदा आदि का प्रकाशन सीधे समाचार पत्रों को भी भिजवाया जा सकता है।

निविदादाता के हस्ताक्षर मय सील

University of Kota, Kota
कोटा विश्वविद्यालय कोटा,कोटा
MBS Marg, Kabir Circle, Vivekanand Nagar, Kota
Ph No.-0744-2470053 e-mail ID:- fo.uok2003@gmail.com

CONDITIONS OF TENDER & CONTRACT
(SR FORM 16, Rule 68 of GFAR-II))

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

1.	Bids must be enclosed in a properly sealed envelope according to the direction given in the Bid Notice.
2.	**"Bids by bona-fide dealers**: - Bids shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration in the Annexure-B as prescribed in RTPP Rules, 2013.
3.	(i) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the Procurement Entity and such change shall not relieve any former member of the firm, etc. from any liability under the contract. (ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procurement Entity a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient to discharge for any of the purpose of the contract.
4.	**GST Registration and Clearance Certificate: -** No Dealer who is not registered under the GST Act prevalent in the State where his business is located shall tender. The GST Registration Number should be quoted and a tax clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the tender is liable to rejection.
5.	In case of e-tendering, tender forms shall be filled electronically & to be submitted on-line. Tender filled physically shall not be considered. The bidder shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
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.
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.	**(i) Comparison of Rates:-** 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 RGST shall be excluded whereas that of Central GST shall be included. (ii) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan GST shall be included.
9.	**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 outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995.
10.	**Validity: -** Tender shall be valid for a period of three months from the date of opening of Technical Bid.
11.	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.
12.	The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

Signature of Bidder with Seal

13.	**Specifications:-** (i) All article supplied shall strictly 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 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. (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 confirm 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. (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. (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.
14.	**INSPECTION:-** (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. (b) The tenderer 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.
15.	**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 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.

Signature of Bidder with Seal

16.	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.
17.	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.
18.	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.
19.	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, reputed testing house like Shri Ram Testing House, New Delhi 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.
20.	**Drawl of Samples: -** Incase of tests, samples shall be drawn in four sets in the presence of bidder or his authorized representative and properly sealed in their presence. 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.
21.	**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.
22.	**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.
23.	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.
24.	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.
25.	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.
26.	Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.
27.	(i) **Delivery Period: - The bidder whose tender is accepted shall arrange supplies/services within a period of …… from the date of supply/work order.** (ii) **Extent of quantity – Repeat orders: -** If the orders are placed in excess of the quantities shown in the tender 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 tender. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under:- (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works and; (b) 50% of the value of goods or services of the original contract;

	(c) **If the bidder fails to do so, the Procurement Entity shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder.** (iii) If the Procurement Entity does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the bidder shall not be entitled to claim any compensation.
28.	**Bid Security (B.S.):-** (a) Tender shall be accompanied by Bid Security of @ 2% of estimated cost of the item, without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of University of Kota, Kota:- (i) Bank Draft/Bankers Cheque/Bank Guarantee in specified format of the scheduled Bank/Cash. (ii) Bid Security must remain valid 30 days beyond the original or extended validity period (b) **Refund of Bid Security: -** The Bid Security of unsuccessful bidder shall be refunded soon after final acceptance of tender i.e. after deposit of performance security & signing of Agreement. (c) **Partial exemption from Bid Security: -** Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of Bid Security 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 Bid Security. However, they shall have to furnish a bid securing declaration as per rule 42 of RTPP Rules, 2013. (e) The Bid Security/Performance Security money 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 Bid Security/Performance Security money for the fresh tenders. The Bid Security may however, be taken into consideration in case tenders are re-invited.
29.	**Forfeiture of Bid Security:-** The Bid Security will be forfeited in the following cases: (a) When bidder withdraws or modifies its bids after opening of bids; (b) When bidder does not execute the agreement if any, after placement of supply/work order within specified time; (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; (d) When the bidder does not deposit the performance security within specified period after the supply/work order is placed; and (e) If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of RTPP rules.
30.	**(1) Agreement and Performance Security deposit (Rule 75 & 76 of RTPP Rules, 2013):-** (i) A successful bidder shall sign the procurement contract in the Form SR-17 within 15 days from the date of dispatch on which the letter of acceptance or letter of intent is dispatched to him. The bidder shall have to execute the agreement on a non-judicial stamp of specified value at its cost. (ii) The Bid Security money deposited at the time of bid will be adjusted towards Performance Security amount. The Performance Security amount shall in no case be less than Bid Security money. (iii) No interest will be paid by the department on the Performance Security money. (iv) Performance security shall be furnished in any one of the following forms:- a. Bank Draft or Banker's Cheque of a scheduled bank; b. National Saving Certificates and any other script/instrument under National Saving Schemes for promotion of small saving issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master. c. Bank guarantee/s of a scheduled ban. d. Fixed Deposit Receipt (FDR) of a Scheduled Bank. (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. (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. (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 Bid Security money and shall pay Performance Security deposit at the rate of 1% of the estimated value of bid. (ii)Central Government and Government of Rajasthan Undertakings will be exempted from furnishing Performance security amount. However, they shall have to furnish a performance security declaration as per Rule 75 of RTPP Rules, 2013. **(3) Forfeiture of Performance Security Deposit:-** Performance 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 bidder fails to make complete supply satisfactorily. (c) Notice of reasonable time will be given in case of forfeiture of performance security deposit. The decision of the Procurement Entity in this regard shall be final. (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.
31.	**Insurance:-** (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 state will not be required to pay such charges, if 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.
32.	**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 bidder to the Procurement Entity in accordance with GF&AR, all remittance charges will be borne by the bidder. (ii) In case of disputed items, 10 to 25% of the amount shall be with held and will be paid on settlement of the dispute. (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.
33.	**Liquidated Damages** shall be charged as per special condition no 21.
34.	**Recoveries: -** Recoveries of liquidated damages, short supply breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
35.	Bidders must make their own arrangements to obtain import licence, if necessary.
36.	If a bidder 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 Procurement Entity.
37.	The Procurement Entity 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 bidder has been given or distribute items of stores to more than one firm/supplier.
38.	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.
39.	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 deputy as the sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
40.	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 Rajasthan and not elsewhere.
41.	The Procurement shall be governed by the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013.

Signature & Seal of the Bidder

Annexure A: Compliance with the code of Integrity and No Conflict of Interest.

Any person participating in a procurement process shall-

(a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
(b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
(c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
(d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
(e) Not indulge in any correction including impairing or 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.

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 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 a 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 bidder
Name:
Designation:
Address:

Annexure B: Declaration by the Bidder regarding Qualifications
Declaration by the Bidder

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

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

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

Annexure C: Grievance Redressal during Procurement Process

The designation and the address of the first Appellate Authority is **Hon'ble Vice-Chancellor, University of Kota,Kota.**
The designation and the address of the Second Appellate Authority is **Finance Committee, University of Kota,Kota.**

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.

(1) The officer to whom an appeal is filed 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.

(2) 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.

(3) 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 participation 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.

(4) 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.

(5) Fee for Filling 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.

(6) Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be upon filing of appeal, shall issued notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date of fix hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall,-

(i) Hear all the parties to appeal present before him; and

(ii) Peruse or inspect documents, relevant records or copies thereof relating to 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 bidder
Name:
Designation:
Address:

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, that Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quality, the unit price shall prevail and the total price shall be corrected, unless in the opinion in 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 a 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 in 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 Deceleration shall be executed.

2. Procuring Entity's Right to very 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 Supplier fail 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 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 fro 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 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.

ate:
Place:

Signature of bidder
Name:
Designation:
Address:

UNIVERSITY OF KOTA
M.B.S Marg, Kabir Circle, Kota

(BOQ)

1. Name of Work:- BID for Advertising Agency
2. Name of Bidder:-
3. Full Address:-
4. Telephone No.:-
5. NIT No.-F4( )/GAD/UOK/2018/…….. Dated …….
6. Work Description :- Annual Rate contract

S.No.	Work Description	Percentage of discount given by advertising agency including of all taxes
01	Maximum Discount on DAVP/DPR Rates for publishing of various advertisement/tender notice in national, state & local news papers by the University	
02	Maximum Discount on commercial rates for publishing of various advertisement/tender notice on national level by the University	

Signature of the Bidder with seal