



कोटा विश्वविद्यालय, कोटा

University of Kota, Kota

MBS Marg, Kabir Circle, Kota

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

Ref. No. F 4() GAD-EXAM/UOK/2024/13783

Date: 06/02/2024

“Short Term Notice Inviting Bid No :- 26/2023-24”

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. N.	Name of goods/services	Specifications/ scope of work	Estimated cost	Bid Security	Tender fee	RISL Processing fee
1.	Preparation and supply of Examination Answer Books for the Exam year 2024. Answer books- 18 Lakhs (38 Pages) (First cover page OMR Based)	As per BOQ	Rs. 1.35 Crore	Rs. 03.00 Lakh (Bid Security 2% of the estimated cost)	Rs. 2000/-	Rs. 2000/-
2	Preparation and supply of Practical Answer Books (16 Pages) 04 Lakhs for the year 2024 examination.	As per BOQ	Rs. 15.00 Lakh			

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

Date and time of downloading of bid document	07/02/24 (12.00 PM) to 17/02/24 (5.00 PM)
Date and time of online submission of bid	07/02/24 (12.00 PM) to 17/02/24 (5.00 PM)
Last date of physical submission of Bid Security Declaration, Tender fee and RISL processing fee	19/02/24 (05.00 PM)
Date and time of online opening of Prequalification/ Technical Bid	20/02/24 (03:00 PM)
Date and time of online opening of Price Bid in the office of Registrar, 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.rajasthan.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 “Registrar, 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.
3. The above demand drafts must reach physically in the office of Procurement Entity, University of Kota, Kota on or before last date & time 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 online on www.eproc.rajasthan.gov.in within 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 whosoever 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 thereof.
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 the Registration Certificate.
9. Validity: - Three Months from the opening of Technical bid.
10. In case of any query, the undersigned (Procurement Entity) may be contacted at 0744-2472912/2472934 or e-mail at registrar@uok.ac.in.

(Registrar)
Procurement Entity



University of Kota, Kota

कोटा विश्वविद्यालय, कोटा

MBS Marg, Kabir Circle, Vivekanand Nagar, Kota

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

TECHNICAL BID

1.	NIT Dispatch No & Date Date: Bid for preparation and supply of Main Examination Answer Books and Practical Answer Books for the year 2024 examination
2.	Address of Procurement Entity	Registrar, University of Kota, Kota Contact No 07442472934 Email id - registrar@uok.ac.in
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 No. (Copy shall be enclosed)	
6.	Bidder must have average annual turnover of Rs. 2.00 crore during last three financial years i.e. 2020-21, 2021-22 & 2022-23 (Copies of audited balance sheets duly attested by C.A. Shall be uploaded)	
7.	The bidder must have executed the same nature of works of minimum 30 lacs answer books with in last 03 years for the State/Center Universities, out of which any Single work of estimated cost of Rs. 40.00 lacs or above is essential the work (Certificate issued by competent authority shall be enclosed)	
8.	The tender fee amounting to Rs. 2000/- has been deposited vide Demand Draft in favor of Registrar, University of Kota	Demand Draft Number..... Bank Dated.....
9.	The Bid Security amounting of 2% of the estimated cost has been deposited vide Demand Draft in favor of Registrar, University of Kota	Demand Draft Number..... Bank Dated.....
10.	The RISL Processing Fee amounting to Rs. 2000/- has been deposited vide Demand Draft in favor of Managing Director RISL, Jaipur	Demand Draft Number..... Bank Dated.....
11.	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:.....

TECHNICAL BID

Annexure-II

1. Information of the firm :

- (i) Name of the firm :
- (ii) Owner's Name , Address, Telephone No.:
.....
.....
- (iii) Office Address, Telephone No.:
.....
.....
.....
- (iv) Type of firm :
- (v) GST no. :
- (vi) Bank Account Details:-
 - (a) Bank Name:
 - (b) Bank Branch Address:
 - (c) Account No. :
 - (d) IFS Code. :
- (vii) PAN No. :

2. Details of officials of the firm

S.No.	Designation	Nos.
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

3. Area of Press :

4. Details of Working Printing Machine & equipments available in the press:

(i) Offset Machines:

S.No.	Name of Machine	Make	Size	Speed/Hour	Color System
1.					
2.					
3.					
4.					
5.					

(ii) Plate Making System (Please give details of all equipments):

S.No.	Type of Plates	Size	Remarks
1.			
2.			
3.			
4.			
5.			

(iii) Machines used in binding work :

S.No.	Make	Size	Speed/Hour	Other Details
1.				
2.				
3.				
4.				
5.				

Above mentioned information's are correct to the best of my knowledge and behalf. If anything is found incorrect the University has right to reject the tender.

Bidder Seal & Signature



University of Kota, Kota

कोटा विश्वविद्यालय, कोटा

निविदा की विशिष्ट शर्तें

1. मुख्य उत्तर पुस्तिका परीक्षा 2024 में उपयोग हेतु लगभग 18 लाख उत्तर पुस्तिकाएँ 22x27 cm साईज की तैयार की जानी है। मुख्य उत्तर पुस्तिकाएँ 38 पृष्ठ की होंगी जिनमें दोनों तरफ से मुख्य पृष्ठ सहित पृष्ठों की कुल संख्या 36 होगी। 36 पृष्ठ के अतिरिक्त मुख्य कवर ओ.एम.आर. शीट रूपी लाल स्याही द्वारा छपा होगा, जिस पर 4 बार कोड, 01 सीरियल नम्बर एवं 2 परफोरेशन मार्क्स। मुख्य कवर के पीछे लाल स्याही में छात्रों को दिये जाने वाले निर्देश छपवाये जाने हैं। ओ.एम.आर. रूपी मुख्य कवर पेज 100 जीएसएम का होना चाहिये तथा उस पर प्रस्तुत विवरण यथा-रोल नम्बर आदि को कम्प्यूटराईज्ड पद्धति द्वारा पढ़ा जाना चाहिए, मुख्य कवर पेज का नमूना विश्वविद्यालय से प्राप्त करना होगा। मुख्य परीक्षा में प्रयोग में ली जानें वाली उत्तरपुस्तिका के समस्त 36 पृष्ठों का साईज 22x27 cm होगा, जिसमें समस्त पृष्ठों को ओ.एम.आर. सहित एकजाई करते हुए मशीन द्वारा धागे से डबल सिलाई करनी अनिवार्य होगी।
2. प्रायोगिक उत्तरपुस्तिका परीक्षा 2024 में उपयोग हेतु लगभग 04 लाख उत्तरपुस्तिकाएँ 22x27 cm साईज की तैयार की जानी है। प्रायोगिक उत्तरपुस्तिकाओं के कुल पृष्ठों की कुल संख्या 16 (कवर पेज सहित) होगी।
3. मुख्य एवं प्रायोगिक उत्तरपुस्तिकाओं के प्रथम कवर पेज पर दोनो तरफ निर्धारित नमूना/प्रारूप परीक्षा नियंत्रक से प्राप्त कर विश्वविद्यालय का नाम, संकाय का नाम, विश्वविद्यालय का वर्तमान मोनोग्राम, परीक्षा का नाम, विषय, प्रश्न पत्र, दिनांक, रोल नम्बर, दिनांक, प्रायोगिक परीक्षा हेतु अंकतालिका तथा महत्वपूर्ण अनुदेश आदि का मुद्रण परीक्षा नियंत्रक के निर्देशानुसार करते हुए प्रुफ परीक्षा नियंत्रक से अनुमोदित कराना होगा।
4. मुख्य एवं प्रायोगिक उत्तरपुस्तिकाओं के प्रथम कवर पृष्ठ के पीछे की ओर परीक्षा नियंत्रक के निर्देशानुसार परीक्षार्थियों के लिए अनुदेश मुद्रित किये जावेंगे।
5. उत्तर पुस्तिकाओं के प्रत्येक पृष्ठ पर एक बड़ी लाईन (वर्टिकल) नीली स्याही से हांसिये के रूप में तथा 17 आड़ी लाईन (होरीजेन्टल) नीली स्याही से उत्तरपुस्तिकायें बनाने के लिए करनी होगी। उत्तरपुस्तिका के प्रत्येक पृष्ठ पर कोटा विश्वविद्यालय का लोगो एवं बांयी ओर हाशिये लाईन के स्थान पर वर्टिकल नीली स्याही में "UOK" लिखा हो।
6. उत्तरपुस्तिकायें मार्ग में खराब न हो। यदि उत्तरपुस्तिकायें मार्ग में भीग जाये अथवा पैकिंग ठीक न होने से खराब हो जाये तो उसकी पूर्ण जिम्मेदारी फर्म की रहेगी।
7. उत्तरपुस्तिकाओं के बण्डल अच्छी पैकिंग में विश्वविद्यालय कार्यालय में भेजनी होगी। इस पर होने वाले समस्त व्यय तथा टैलागाड़ी तथा ट्रान्सपोर्ट कम्पनी का किराया/भाड़ा तथा पोस्टेज आदि फर्म को ही वहन करना होगा।
8. प्रत्येक उत्तरपुस्तिका पर अच्छी तरह से सिलाई की जावेगी।
9. प्रत्येक उत्तरपुस्तिका पर क्रमांक अंकित करना होगा तथा प्रत्येक पृष्ठ पर विश्वविद्यालय का मोनोग्राम मुद्रित करना होगा।
10. उक्त प्रकार की उत्तरपुस्तिकाएं निर्देशित प्रारूप/नमूने के अनुसार, रंग, आकार व डिजाईन की तथा लाईनदार मय हाशिये के अंतिम कवर पेज के अतिरिक्त अन्दर के समस्त पेजों पर होंगी।
11. मुख्य उत्तरपुस्तिकाओं (38 पृष्ठ) की पैकिंग 400 उत्तर पुस्तिकाओं के पेकिट में की जावेगी तथा प्रायोगिक उत्तर पुस्तिका (16 पृष्ठ) की पैकिंग 1000 उत्तरपुस्तिकाओं के पेकिट में की जावेगी। पैकिंग के लिए अच्छी क्वालिटी के क्राफ्ट का पेपर प्रयोग में लिया जावेगा, प्रत्येक पैकिट पर उसमें रखी हुई उत्तरपुस्तिकाओं के ऊपर मुद्रित नम्बरों, का उल्लेख करना अनिवार्य होगा।

12. उत्तर पुस्तिकाओं की आपूर्ति कोटा विश्वविद्यालय, कोटा (एफ.ओ.आर. कोटा) तथा विश्वविद्यालय के कार्य क्षेत्र में आने वाले महाविद्यालयों (एफ.ओ.आर, गन्तव्य स्थान) को परीक्षा नियंत्रक के निर्देशानुसार करनी होगी।
13. फर्म द्वारा उत्तरपुस्तिका के निर्माण हेतु प्रयोग में ली गई डाई को कार्य समाप्ति के बाद विश्वविद्यालय में अन्तिम बिल के बाद लौटानी होगी।
14. फर्म द्वारा यह प्रमाण पत्र प्रस्तुत करना होगा कि उत्तर पुस्तिका के निर्माण में एच.पी.सी./सेन्चूरी/जे.के./ओरियन्ट/ए.बी.सी./नेनी/श्रेयांस/बलारपुर द्वारा निर्मित निर्धारित मापदण्डों का मेफलिथो सफेद कागज प्रयोग में लिया गया है तथा फर्म कागज के खरीदने के प्रमाण स्वरूप मिल के द्वारा दी गई बिल/बिल्टी की प्रति भी प्रस्तुत करेगी।
15. उत्तर पुस्तिकाओं की संख्या में कमी/वृद्धि की जा सकती है।
16. उत्तरपुस्तिकाओं की सप्लाई पूर्ण करने के बाद यह प्रमाण पत्र देना होगा कि फर्म द्वारा बनाई गई समस्त उत्तर पुस्तिकायें विश्वविद्यालय को भेज दी गई है तथा फर्म के पास एक भी रिक्त उत्तरपुस्तिका नहीं है। समस्त सम्बन्धित शेष सामग्री मय ब्लॉक व कागज आदि भी विश्वविद्यालय को लौटा दी गई है।
17. फर्म द्वारा यह प्रमाण पत्र भुगतान से पूर्व देना होगा कि 'प्रमाणित किया जाता है कि विश्वविद्यालय द्वारा अनुमोदित किये गये एच.पी.सी./सेन्चूरी/जे.के./ओरियन्ट/ए.बी.सी./नेनी/श्रेयांस/बलारपुर मेक के मेफलिथो सफेद कागज (साईज/निर्धारित जी.एस.एम. सहित) पर ही उत्तर पुस्तिकाओं का निर्माण किया गया है। अन्य मिल के कागज पाये जाने पर क्रेता अधिकारी द्वारा क्षतिपूर्ति राशि सहित आवश्यक कार्यवाही की जावेगी।'
18. फर्म द्वारा आदेश प्राप्त करने के एवं उत्तरपुस्तिका के प्रूफ अनुमोदित होने की दिनांक से 45 (पैंतालिस) दिवस की अवधि के भीतर माल की सुपुर्दगी क्रय आदेश में वर्णित मात्रा एवं शर्तों के अनुसार की जायेगी।
19. उत्तर पुस्तिकाओं के निर्माण में प्रयुक्त/प्रयोग में लिये गये पेपर (कागज) की क्वालिटी/जी.एस.एम. की जांच राजकीय प्रयोगशाला द्वारा उत्तर पुस्तिकाओं का निर्धारित मापदण्डों अनुसार निरीक्षण करने पर फर्म को भुगतान किया जा सकेगा।
20. उक्त वर्णित शर्तों के अतिरिक्त निविदा प्रपत्र/लोक उपापन नियम में वर्णित नियम एवं शर्तें कार्यादेश का भाग होंगी।
21. किसी भी प्रकार का विवाद उत्पन्न होने पर न्याय क्षेत्र कोटा होगा।

Bidder Seal & Signature



University of Kota, Kota

Near Kabir Circle, MBS Marg, Kota (Rajasthan)-324005

e-Bid for "Supply of Goods and Hiring of Services for Examination related Works"

General Terms & Conditions of Bid for Award of the Contract

Note:

- *All the Terms and Conditions of the Rajasthan Transparency in Public Procurement (RTPP) Act, 2012 and RTPP Rules, 2013 will be strictly followed during the procurement of goods or hiring of any item, service, etc.*
- *In case of any ambiguity, decision will be taken by the University as per RTPP rules and provisions laid down by the Government of Rajasthan.*
- *Bidders should read all the terms and conditions carefully and comply strictly while sending their bids.*

1. Eligibility of Bidders:

- (i) A bidder may be a natural person, private entity, government-owned entity or, where permitted in the bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture: -
 - (a) All parties to the Joint Venture shall sign the bid and they shall be jointly and severally liable; and
 - (b) A Joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered Joint Venture company/firm or otherwise all the parties to Joint Venture shall sign the Agreement.
- (ii) A bidder should not have a conflict of interest in the procurement in question as stated in RTPP rule 81 and the bidding documents. The procuring entity shall take appropriate actions against the bidder in accordance with section 11 and Chapter IV of the Act, if it determines that a conflict of interest has flawed the integrity of any procurement process. All bidders found to have a conflict of interest shall be disqualified.
- (iii) A bidder debarred under section 46 shall not be eligible to participate in any procurement process undertaken by-
 - (a) any procuring entity, if debarred by the State Government; and
 - (b) A procuring entity if debarred by such procuring entity.
- (iv) In case of procurement of goods, bidder must be a manufacturer, distributor or bonafide dealer in the goods and it shall furnish necessary proof for the same in the specified format. Where applicable, proof of authorization by the manufacturer or country distributor in India, shall be enclosed.
- (v) Any change in the constitution of the firm, *etc.*, shall be notified forthwith by the contractor in writing to the procuring entity and such change shall not relive any former member of the firm, *etc.*, from any liability under the contract.
- (vi) No new partner(s) 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 submit a written agreement in the office of the procuring entity to this effect. The Contractor's receipt for acknowledgment or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge or any of the purpose of the contract.

2. Bid Security:

- (i) Bid security shall not be taken in case of petty procurement valuing up to rupees ten thousand and procurement by the methods of limited bidding under clause (b) and (c) of sub-section (1) of section 30 of the Act, request for quotations, spot purchase, single source procurement and competitive negotiations.
- (ii) In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be two percent or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small-Scale Industries of Rajasthan, it shall be half percent 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 (BIFR), it shall be one percent of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

- (iii) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- (iv) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.
- (v) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- (vi) The bid security may be given in the form of cash, a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank or deposit through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid
- (vii) The bidding documents may stipulate that the issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.
- (viii) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- (ix) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- (x) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- (xi) The Bid security taken from a bidder shall be forfeited in the following cases, namely: -
 - (a) When the bidder withdraws or modifies its bid after opening of bids;
 - (b) When the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 - (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 the Rules.
- (xii) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- (xiii) The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
 - (a) The expiry of validity of bid security;
 - (b) The execution of agreement for procurement and performance security is furnished by the successful bidder;
 - (c) The cancellation of the procurement process; or
 - (d) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

3. Period of Validity of Bids:

- (1) Bids submitted by the bidders shall remain valid during the period specified in the bidding documents. This period should normally be not more than ninety days, but depending on the nature of the procurement it may be more. A bid valid for a shorter period shall be rejected by the procuring entity as non-responsive.
- (2) Prior to the expiry of the period of validity of bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of bid but in such circumstances bid security shall not be forfeited.
- (3) Bidders that agree to an extension of the period of validity of their bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its bid.

4. Purchase Preference in Evaluation:

If applicable, purchase preference shall be given to the Micro, Small and Medium Enterprises of Rajasthan in the evaluation of bids and award of contract as per notification of the Finance Department, Govt. of Rajasthan which was published on 19-11-2015 and other notifications, circulars issued from time to time by the Finance Department, Govt. of Rajasthan.

5. Acceptance of the Successful Bid and Award of Contract:

- (1) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- (2) Decision on bids shall be taken within original validity period of bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- (3) Before award of the contract, the procuring entity shall ensure that the price of successful bid is reasonable and consistent with the required quality.
- (4) A bid shall be treated as successful only after the competent authority has approved the procurement in terms of that bid.
- (5) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding documents and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding documents for the subject matter of procurement.
- (6) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its bid has been accepted.
- (7) As soon as a bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- (8) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or Letter of Intent shall constitute a binding contract.
- (9) The bid security of the bidders whose bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

6. Procuring Entity's right to accept or reject any or all bids:

The Procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.

7. Right to vary Quantity:

- (1) 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 bidding documents.
- (2) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. 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.
- (3) If the bidder fails to do so, the procuring 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.

8. Dividing Quantities among more than one bidder at the time of Award:

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 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 if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre- disclosed in the bidding documents, shall not be deemed to be a negotiation.

9. Performance Security:

- (i) Performance security shall be solicited from all successful bidders except the department's of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- (ii) The amount of performance security shall be five percent of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of Small-Scale Industries of Rajasthan, it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order
- (iii) Performance security shall be furnished in any one of the following forms-
 - (a) Deposit through eGRAS;
 - (b) Bank Draft or Banker's Cheque of a scheduled bank;
 - (c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings 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;
 - (d) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the RTTP rule 42 for bid security;
 - (e) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
 - (f) In case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from each running and final bill @ 10% of the amount of the bill.
 - (iv) Performance security furnished in the form as specified in clauses of the RTTP Rules 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.
 - (v) Performance security shall be furnished by the successful bidder within the fifteen days from the date of award of contract in any one of the forms which are mentioned in the RTTP Rules 2013.
 - (vi) No interest will be paid on the Performance Security.
 - (vii) Performance Security may be forfeited in fully or partly, in the following cases:
 - (a) when any terms and conditions of the contract are breached.
 - (b) when the Bidder fails to make supply satisfactorily.

10. Execution of Agreement:

- (i) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- (ii) The successful bidder shall sign the procurement contract on non-judicial stamp of Rs. 500/- (Rupees Five Hundred only) within a period of fifteen days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- (iii) The bidder shall furnish the following documents at the time of execution of agreement:
 - (a) Attested copy of partnership deed in case of partnership firms.
 - (b) Registration number and year registration in case partnership firm is registered with Registrar of Firms.

- (c) Address of residence and office, telephone numbers in case of sole proprietorship.
- (d) Registration issued by Registrar of Companies in case of company.
- (iv) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the RTPP Act and the RTPP Rules 2013. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.

11. Code of Integrity:

- (i) All the officers or employees of the procuring entity shall, -
 - (a) Maintain an unimpeachable standard of integrity both inside and outside their office;
 - (b) act in accordance with the provisions of the Act, these rules, guidelines issued under the Act and instructions;
 - (c) not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large;
 - (d) not intentionally use unnecessarily restrictive or “tailored” specifications, terms of reference or statements of work that can discourage competition;
 - (e) not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from the procuring entity;
 - (f) not have a financial interest in any bidder(s) responding to a procuring entity’s bidding process and any person having financial interest in any bidder shall not participate in that procurement process;
 - (g) not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorized to receive such information;
 - (h) treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process;
 - (i) provide all bidders identical information at the same time, during the bidding process;
 - (j) apply the same criteria of evaluation as specified in the bidding documents, bidder registration documents or pre-qualification documents and under no circumstances new evaluation criteria shall be introduced during the evaluation process;
 - (k) not entertain any favour, recreation, presents, services, etc. from the bidders or prospective bidders;
 - (l) protect the interests of the procuring entity under all circumstances while dealing with information and information sources;
 - (m) maintain confidentiality of all bids;
 - (n) ensure that the selection of bidder is as per the bidding documents and is not influenced by personal reasons attributable to concerned officials in any manner; and
 - (o) disclose conflict of interest, if any.
- (ii) Any person/bidder 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.

12. Conflict of Interest:

- (i) A conflict of interest for procuring entity or its personnel and bidders 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.
- (ii) The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following: -
 - (a) A conflict of interest occurs when procuring entity’s personnel’s private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.

- (b) Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity's service or the receipt of a gift that may place the procuring entity's personnel in a position of obligation.
- (c) A conflict of interest also includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favour.
- (d) A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from procuring entity's personnel's actions or decisions.

13. Breach of Code of Integrity by the Bidder:

Without prejudice to the provisions of the RTPP Act, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions specified in the RTPP Act 2012 and RTPP Rules 2013.

14. Termination of Contract:

- (i) In case the Firm fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it will be lawful for the University to forfeit the amount deposited by the firm as security deposit and cancel the contract without giving one month's notice.
- (ii) The University reserves the right to terminate without assigning any reasons there for the contract/agreement, either wholly or partly, by giving one month's notice to the Firm.
- (iii) The Firm will not be entitled for any compensation what so ever in respect of such termination of the contract/agreement by the University.

15. Debarring the Firm:

In the event of failure by the Bidder at any stage of e-Bid process, the e-Bid security or performance security or bills of supply will be forfeited apart from cancellation of award of contract and the firm/bidder may be debarred for the said product for a particular period.

16. Specifications:

- (i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender 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 1, 2, 3, etc., shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the suppliers shall be of the best quality and description. The decision of the procuring entity 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.

17. Warranty/Guarantee:

- (i) The bidder would give guarantee that the goods, stores, articles, items, instruments, etc. would continue to conform to the description and quality as specified for a period of [redacted] year from the date of delivery/installment/commencement of the said goods, stores, articles, items, instruments, equipment, etc. to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods, stores, articles, items, instruments, etc., if during the aforesaid period of [redacted] year, the said goods, stores, articles, items, instruments, etc. be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the procuring entity in that behalf will be final and conclusive) the purchaser will be entitled to reject the said goods, stores, articles, items, instruments, etc. or such portion thereof as may be discovered not to conform to the said description and quality on such rejection the goods, stores, articles, items, instruments, etc. 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 procuring entity, otherwise the bidder shall pay damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the procuring entity in that behalf under this contract or otherwise.
- (ii) In case of machinery and equipment also, guarantee will be given as mentioned in the tender and the bidder shall replace the parts, if any, during the guarantee period and remove any manufacturing defect, if found, during the guarantee period so as to make machinery and equipment operative. The bidder shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect, etc.
- (iii) In case of machinery and equipment specified by the procuring entity, the bidder shall be responsible for carrying out annual maintenance and repairs on the terms & 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 equipment whether under their annual maintenance and repairs rate contract or otherwise. In case of

change of model, he/she will give sufficient notice to the procuring entity who may like to purchase spare parts from them to maintain the machinery and equipment in perfect condition.

- (iv) If applicable, the bidder(s) shall quote percentage rates separately for Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC) for ---- year for the goods, items, instruments, equipment, machineries along with rate of spare parts also as per the BOQ. Quoted AMC / CMC charges will be applicable after completion of warranty / guarantee period.

18. Inspection:

- (i) The procuring entity or his duly authorized representatives shall, at all reasonable time, have access the supplier's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods / equipment / machineries during manufacturing process or afterwards as may be decided.
- (ii) The bidders shall furnish complete address of the premises of his/her office, go down and workshop where inspection can be made together with name & address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

19. Samples:

- (i) If required, random samples shall be tested/examined by the University or from the authorized testing houses, laboratories, etc. For this purpose, the tendered articles / goods / items / equipment marked within the schedule shall be accompanied by two sets of 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 GR should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythene bags at the cost of the tenderer.
- (ii) 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.
- (iii) 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.
- (iv) 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.

20. Drawl of Samples:

In case of tests, samples shall be drawn in four sets in the presence of bidder or his/her 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. In such cases, the result of laboratory will be final.

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 procuring entity.
- (ii) However, due to exigencies of the University of Kota, Kota work, such replacement either in whole or in part, is not considered feasible, the procuring entity shall record the reasons after hearing of the bidders and shall deduct a suitable amount from the approved rates. The deduction so made shall be final.
- (iii) The rejected articles shall be removed by the bidder within fifteen days of intimation of rejection, after which procuring 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. Supply:

- (i) 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.

- (ii) 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 reputed testing house like MSME Testing Station, Jaipur and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such test.
- (iii) 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.

24. Insurance:

- (i) The goods will be delivered at the destination in perfect condition. The supplier, if he so desires, may be insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise *viz.* war, rebellion, riot, *etc.* The insurance charges will be borne by the supplier and the University of Kota 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

25. Delivery Period:

The bidder whose bid is accepted shall arrange supplies or execute the work within a period of 60 days from the date of the issue of the letter of acceptance or letter of intent or purchase order or supply order for the Indian goods/services or 90 days from the date of the opening of the Letter of Credit (LC) for foreign goods and the installation must be ensured within 90 days from the date of the issue of the letter of acceptance or letter of intent or purchase order for Indian goods or 120 days from the date of the opening of the LC for foreign goods.

26. Charges on Late Delivery:

- (i) The time specified for delivery in the bidding document 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.
- (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: -

(a)	Delay up to one fourth period of the prescribed delivery period.	2½%
(b)	Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5%
(c)	Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7½%
(d)	Delay exceeding three fourth of the prescribed delivery period	10%
- (iii) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (iii) The maximum amount of liquidated damage shall be 10%.
- (iv) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he/she shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (v) 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.

27. Indemnification:

- (i) The successful bidder shall indemnify against all the claims which may arise in supply of inferior, unsatisfactory and low-quality items / goods supplied which not conform the prescribed specifications. For first time, penalty for inferior / low quality / unsatisfactory items will be 5% of entire supply and for second time it will be 10% or higher percentage (whichever is decided by the University) of entire supply. There after the University of Kota, Kota will take appropriate decision to continue or discontinue the contract.
- (ii) The successful bidder will have to replace all the inferior, unsatisfactory and low-quality items / goods within seven days from the date of delivery.
- (iii) If failure in supply, then procuring entity shall be free to arrange for the urgent required items from alternative sources and the extra cost incurred shall be recoverable from the successful bidder.

28. Inspection of Goods at University:

- (i) For general purchase of goods, stores, articles, items, instruments, equipment, etc., the University Inspection Committee shall inspect and examine the goods, stores, articles, items, instruments, equipment, etc., regarding specifications and related matter as prescribed in the tender document and in the letter of acceptance or letter of intent or purchase order or supply order.
- (ii) If procurement of goods, articles, items, instruments, equipment, etc. is for the Teaching Department of the University, then inspection and examination of specifications and related matter shall be executed by the Departmental Technical Committee of the concern Department of the University.
- (iii) In case of doubts in any specific test, same may be got conducted in any laboratory established under prevailing act and law. If the material is found below specifications or defective. The University will take appropriate action against firm as per agreement.

29. Payments:

- (i) Advance payment will not be made except in rare and special cases. In case of advance payment being made, it will be made after agreement or against proof of dispatch and to the extent as prescribed in financial powers by rail/reputed goods transport companies, etc., and prior inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the bidder.
- (ii) In case of the goods / items / instruments are being purchased from foreign manufacturers / principals, the 90% amount of the total cost of the goods / items / instruments / equipment shall be paid through our Bankers by opening of Letter of Credit in case of import of items at site subject to the submission of Performance based Bank Guarantee (PBG) and Performance Security with due adjustment of bid security / EMD by the bidder. Remaining 10% amount of the total cost of the instrument will be paid after completing the process of satisfactory installation, training and commencement of the instrument. PBG and performance security deposit would be remitted as per the rules.
- (iii) Unless otherwise agreed between the parties, payment for the delivery of the stores / goods / articles / items will be made on completion of supply satisfactorily and on submission of bill in proper form by the bidder to the University of Kota. All remittance charges will be borne by the bidder.
- (iv) In case of disputed items, a suitable amount *i.e.* 10% or higher percentage (whichever is decided by the University) of the amount shall be withheld and will be paid on settlement of the dispute.
- (v) Payments in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- (vi) In case of pre-, post-, revaluation and supplementary examination works, thirty percent of the total amount will be paid after completion of pre-examination work, forty percent of the total amount will be paid after completion of post-examination work and rest thirty percent amount will be paid after completion of all the works including revaluation and supplementary examination and degree data work.

30. Risk and Cost Clause:

The competent authority of the University without prejudice to his/her 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.

- (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 seven 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 the University of Kota, Kota or has already failed to complete the work by the time.
- (ii) If the supplier commits breach of the terms & conditions the contract.
- (iii) When the supplier has made himself liable for action under any of the cases aforesaid, the competent authority, shall exercise power: -
 - (a) To determine or rescind the contract, as aforesaid, upon such determination or rescission, the bid security, performance security shall be liable to be forfeited and shall be absolutely at the disposal of the University of Kota.
 - (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 University of Kota 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 University of Kota 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 or entered into any engagements or made advances on account of execution/performance of contract.

31. Recoveries from Suppliers:

- (i) Recoveries of liquidated damages, short supply breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the University of Kota.
- (ii) The University of Kota may also be withheld amount to the extent of short supply, breakages, rejected articles unless these are replaced satisfactorily.
- (iii) In case of failure in satisfactory replacement by the supplier, the amount of liquidated damages shall be recovered from his/her dues and security deposits available with the University.
- (iv) The balance, if any, shall be demanded from the supplier and when recovery is not possible, the University of Kota shall take recourse to law in force.

- (v) 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.

32. Price Fall Clause:

- (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.
- (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.
- (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 do so, will 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.
33. The Firm shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event or Force Majeure for purpose of this clause. "Force Majeure" means an event beyond the control of the Firm and not involving the Firm's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the firm shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the firm shall continue to perform its obligations under the contract as far as reasonably practical, and shall not seek all reasonable alternative means for performance not prevented by the Force Majeure event.
34. If a bidder imposes conditions, which are in addition to or in conflict with the conditions mentioned herein, his/her 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 issued to the bidder by the University.
35. No suit, prosecution or any legal proceedings will lie against e-Bid inviting authority or any person for anything that is done in good faith or intended to be done in pursuance of e-Bid.
36. In case of any dispute arising between the bidders and the procuring entity, the procurement entity will act as the arbitrator, and the decision of the arbitrator will be final and binding on all the parties concerned.
37. All legal proceeding, if necessary, arise to institute may by any of the parties (University of Kota or Contractor) shall have to be lodged in courts situated in Kota, Rajasthan and not elsewhere.
38. All terms & conditions shall be applicable as laid down in RTPP Act 2012 and RTPP Rules 2013 amended from time to time.

Note: I have read all the terms and conditions of the contract carefully and I shall be abided 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 thereunder, he may file an appeal to first Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which, he feels aggrieved:

Providing that after the declaration of a Bidder as successful the appeal may be filled only by a Bidder who has participated in procurement proceeding:

Providing further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filled only by a Bidder whose Technical Bid is found to be acceptable.

2. The officer to whom an appeal is filled under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidder Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the first Appellate Authority, as the case may be.

4. Appeal not to lie in certain cases:

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely: -

- (a) determination of need of procurement
- (b) provisions limiting participating of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality

5. Form of Appeal:

- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of 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.

FORM No. 1
[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

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

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

2. Name and address of the respondent(s):

- (i)
- (ii)
- (iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....

(Supported by an affidavit)

7. Prayer:

.....

Place

Date

Appellant's Signature

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 which 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:

Place:

Signature of the Bidder with Seal

Name:

Designation:

Address:

Bidder's Authorization Letter

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

To
The Registrar
University of Kota
Kota.

Subject : **Authorization Letter**
Reference : **NIB Ref. No.** _____ **Dated** _____

I/We ----- (Name/Designation) hereby declare / certify that ----- (Name/Designation) is hereby authorized to sign relevant documents on behalf of the company/firm in dealing with Tender.

He/She is also authorized to attend meetings & submit technical & commercial information / clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/her verified signatures are as under.

Thanking You.

Verified Signature

Authorized Signatory
Designation
Name of the Bidder
Seal of the Organization

Date:

Place:

Annual Turnover of the Bidder

(To be submitted by the Bidder which will be issued by the Auditor/CA on his Letter Head)

To
The Registrar
University of Kota
Kota.

Subject : Annual Turnover
Reference : NIB Ref. No. _____ **Dated** _____

The annual turnover of M/s. for
the last three years each from supply of are
given below and certified that the statement is true and correct.

S. No.	Last Three Financial Years	Turnover in Lakh (in INR)
1.		
2.		
3.		
Total Turnover (in INR)		

Average of Three-Year Annual Turnover per Annum in Lakh (in INR):

Date:
Place:

**Signature & Seal of Auditor/
Chartered Accountant**
Name:
Address:
Membership No.:
Mobile No.:

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

BOQ

(For printing and supply of Main Answer Books & Practical Answer books)

1. Name of Bidder:-
2. Full Address:-
3. Telephone No.:-
4. NIT No.- F4()/GAD (Exam)/UOK/2024/13783 Date 06/02/2024
5. Work Description :- (Rate for Supply of Main Answer Books and Practical Answer Books with Printing & Preparation for the year 2024 examination)

S. N.	Description of items	Qty.	Rate per Unit in Rs. (Including all charges)	GST (In Rs.)	Total Amount (In Rs.)
1	<p>Main answer books (New pattern consists of 38 pages) Specification: (i) Cover Page: (First cover page OMR Based) * Paper thickness 100 GSM (ii) Inner Pages-36 with *58 GSM Size : 56 x 91/8cm. (Finished size 27cm x 22cm) (Including punching, well stitched along full length, front page both side printed and duly serial numbered)</p> <p>Note:- For preparing main answer books cover page of A Grade Mill of 100 gsm should be used of HPC, Century, Orient, JK, ABC, Naini, Shreyansh, and Balarpur white maflitho makes . Inner page of the answer books in 58 gsm to be used of above mentioned specifications and makes. Each answer book must be perforated with a needle die (of UOK) so as to pass through and through all the pages.</p>	1800000 Nos. (Eighteen Lacs)			
2	<p>Practical Answer books (Consists of 16 pages) Specification: All Pages 58 gsm Size : 56x91/8cm. (Finished size 27cm x 22cm) (Including punching, well stitched along full length, front page both side printed and duly serial numbered) (Net weight of each answer book 27 gm. (Twenty seven gram)</p> <p>Note:- For preparing practical answer books cover page of A Grade Mill of 58 gsm should be used of HPC, Century, Orient, JK, ABC, Naini, Shreyansh, and Balarpur white maflitho makes . Each practical answer book must be perforated with a needle die (of UOK) so as to pass through and through all the pages.</p>	400000 (Four Lacs)			

Note:-

1. Special terms and condition for preparation and supply of answer book S.N. 1 to 20 will be part of the tender.
2. The rates shall be quoted FOR destination i.e. different examination centers situated in the Kota division. The rates shall be inclusive of all charges i.e. packing and forwarding transportation, loading-unloading etc. However, GST shall be quoted separately.

Place

Date

Signature of the bidder with seal