



# **UNIVERSITY OF KOTA, KOTA**

**M.B.S. Marg Near Kabir Circle, Kota**

No. F ( ) Estate/UOK/2016

Dated:-

## **NIT-1/2016-17**

Sealed Tenders in two bid format are invited for the following work. Tender forms may be downloaded from University website [www.uok.ac.in](http://www.uok.ac.in) & w.e.f. 12.04.2016 to 27.04.2016 Last Date of submission of Tenders will be 28.04.2016 upto 01:00 P.M. & shall be opened on same day at 03:00 P.M. at Registrar Office UOK.

| S.No. | Name of work   | Approximate Cost in Lacs Rs. | E.M.D. 2% Rs. | Tender Fee | Work Completion Time |
|-------|--|------------------------------|---------------|------------|----------------------|
| 1.    | <b>A.M.C.of Repair &amp; Maintenance of Air Conditioner in UOK Kota.</b> | 5.00                         | 10,000.00     | 500.00     | One Year             |

Only D.D. (Non Refundable Tender Fee) in favour of UOK, Kota shall be accepted. Tanderer must enclose separate D.D. for EMD & Tender fee, & Technical & financial bid in separate envelop. Tenderer must ensure that he has valid Govt. Registration No. in appropriate class, PAN No. Sales Tax clearance If any of above condition remains unattended at the time of opening of tender the tender shall be cancelled without any information. UOK reserve the right to cancel any tender without assigning any reason.

Registrar  
UOK kota



# **UNIVERSITY OF KOTA, KOTA**

**M.B.S. Marg Near Kabir Circle, Kota**

No. F-- ( ) /Estate/UOK/2016

Dated:-

## **Technical Bid**

**Name of work: A.M.C.of Repair & Maintenance of Air Conditioner in UOK Kota.**

1. Tender Sale Date : 12-04-2016 10:00 A.M. to 5:00 P.M.
2. Last Date of Sale of tender : 27-04-2016 up to 02:00 P.M.
3. Tender Receiving Date and Time : 28-04-2016 up to 01.00 P.M.
4. Tender Opening Date and Time : 28-04-2016 up to 03.00 P.M.
5. Estimated Cost : 5.00 Lacs
6. Name of Firm & Address. (Enclose ID Proof).....
7. Tender Fee Rs. 500/- UOK Receipt No.....Date.....in favour of UOK,Kota or D.D.  
No..... Date.....
8. EMD (Rs. 10,000) DD No..... Date.....Name of the Bank.....
9. Tel. No.....
10. Registration No. in Govt. Deptt./ Central Deptt. in appropriate class and Service Tax, PAN Registration etc (Photo copy must be enclosed) Authorized service provider of any leading AC's Brand / Water Cooler Brand  
(Encl.Certificate).....
11. Average Turnover of the firm (Encl Photo copy) for last 3 year
12. Details of the experience of AC's/ Water Coolers maintenance. The firm must have executed at least one work of same nature of 80% of the estimated cost or 2 work of 50% Of estimated cost. Within last 3 year 9Enclose copy of experience certificate, issued byv competent authority)
13. Encl. Certificate as per item no. 10,11,12 &Annexure A,B,C,D,duly signed.

Place :

Date :

Signature of Contracto

With name & Seal

Note:- The bidder must put duly filled technical bid & financial bid in separate envelop & both envelops must kept in another envelop. After opening of technical bid, the successful bidders shall be informed for opening of financial bid. The bidders are advised to visit the site different AC's/Water Coolers.



# UNIVERSITY OF KOTA, KOTA

## ESTETE OFFICE

No. F -- ( ) /Estate/UOK/2016

Dated:-

### Financial Bid

#### **Name of work:**

**A.M.C. for Repair & Maintenance of Air  
Conditioner in UOK Kota.**

Tander Amount : 5.00 Lacs  
Tender Fee : Rs. 500/-  
E.M.D. : Rs. 10,000/-  
Last Date of Deposit of Tender : 28-04-2016 up to 01.00 P.M.  
Date of Opening Tender form : 28-04-2016 up to 03.00 P.M.  
Work Completion Period : One Year

### 'H' – SCHEDULE

**Following AC's are in working condition contractor has to quote his rate to maintain then in running condition for a year (including the cost of any item to be required replaced during the maintenance period)**

| S.No. | Description of working Air Conditioner   | Unit                    | Total No. | Unit Rate Per year | Amount Rs. |
|-------|--|-------------------------|-----------|--------------------|------------|
| 1.    | Comprehensive Maintences Charges for period of one year.                             |                         |           |                    |            |
| a.    | Window Air Conditioner of any make, capacity and irrespective of year of purchase    | Per AC                  | 10        |                    |            |
| b.    | Split Air Conditioner of any make and irrespective of year of purchase               | Per AC                  | 90        |                    |            |
| c.    | Cassette Air Conditioner of any make (4.5 tons) and irrespective of year of purchase | Per AC                  | 12        |                    |            |
| d.    | Cassette Air Conditioner of any make (11 tons) and irrespective of year of purchase  | Per AC                  | 04        |                    |            |
| e.    | If Gas are requard in any AC, Window/ Split/Cassette as above (a to d)               | Per AC                  |           |                    |            |
|       |  | <b>Total Part-A Rs.</b> |           |                    |            |

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Signature of Contractor  
With name & Seal

## Part-B

**Following Items rate to be quoted by the contractor in variably since these item will be required to maintain the AC's**

| S.No. | Description of working Air Conditioner   | Unit                    | Total No. | Unit Rate Per year | Amount Rs. |
|-------|--|-------------------------|-----------|--------------------|------------|
| d.    | Supply, Fixing and testing of following capacity wall mounted stabilisers having output voltage variation from 200 V to 250 V (+/-5%) with input voltage variation from 170 V to 260 v, time delay facility from 2 to 4 minute and high cutoff at 270 V complete in all respect. Logicstat/V guard, Elnova |                         |           |                    |            |
|       | 5 kVA  | Each                    | 10        |                    |            |
|       | 4 kVA  | Each                    | 05        |                    |            |
| e.    | SITC of Interconnecting refrigerant pipe work with closed cell elastomeric nitrile rubber tubular insulation between each set of indoor & outdoor units as per specifications including chase cutting, supports etc. as required.  |                         |           |                    |            |
|       | 6.35 / 12.7 mm   | Mtr.                    | 10        |                    |            |
|       | 9.35 / 15.88 mm  | Mtr.                    | 10        |                    |            |
|       | 19.05 mm   | Mtr.                    | 10        |                    |            |
| g.    | S & F of rigid CPVC (25 mm) drain piping of 6 kg/ cm <sup>2</sup> with EP section insulation.  | Mtr.                    | 10        |                    |            |
|       |  | <b>Total Part-B Rs.</b> |           |                    |            |

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## Part-C

**02 No. AC's mentioned below are not functioning & same are required to be repaired. The requirement of the items may be one or all shall be decided by Engineer- In-charge. After repairing the agency has to maintain them for one year without any extra charges.**

| S.No. | Description of working Air Conditioner   | Unit                    | Total No. | Unit Rate Per year | Amount Rs. |
|-------|--|-------------------------|-----------|--------------------|------------|
|       | <b>1.5 TR Window/ Split A.C.</b><br>Replacement of defective compressor by company repaired compressor of following gadgets including testing etc. as required. (Carrier/ Kirlosker/ Techumshe/ Shriram/ Volats.                         | Per /A.c.               |           |                    |            |
|       | Supplying and charging of fresh refrigerant and testing of performance of air conditioner/ fridge/ water cooler of following capacity including capillary and strainer/ filter.  | Per /A.c.               |           |                    |            |
|       | P & replacement of thermostat of A.C./Water cooler/ fridge as required.  | Per /A.c.               |           |                    |            |
|       | P & replacement of starting relay of A.C./Water cooler/ fridge compressor as required.   | Per /A.c.               |           |                    |            |
|       | S & F of capacitor of 230V/ 275V, 50Hz rating of Usha/ Punsumi/ priya/ Capital/ JEC/ AMCAP/ CONCAP make ST capacitor.  | Per /A.c.               |           |                    |            |
|       | 40-60 micro farad  | Per /A.c.               |           |                    |            |
|       | Rewinding of single phase motor of 1400 RPM including all necessary material and of the same characteristics as original with required size of super enamelled wire 'E' class insulation material and testing etc. as required. 2.0 H.P. | Per /A.c.               |           |                    |            |
|       | Power Supply Plate<br>1. Repair<br>2. New plate  | Per /A.c.               |           |                    |            |
|       |  | <b>Total Part-C Rs.</b> |           |                    |            |

I/we agree to execute the above work at above rates as per enclosed terms & conditions & general rules & Directions.

**Undertaking :** The rates have been quoted after examining the site and various difficulties likely to be encountered during the execution of the work. I have also gone through the terms & conditions, general rules and directions carefully and agree to abide by those.

Registrar  
UOk

Signature of Contractor  
With name & Seal

## **Terms & Conditions**

1. The Contract will be for one year However same can be extended for one more year with mutual consent in the same rates, terms & conditions.
2. The scope of work is comprehensive and on site. In case, the repairs require taking out the conditioner out of laboratory, proper arrangements for sealing has to be made by agency to reduce the risk of any authorized entry/theft in the lab. The cost of sealing, if any shall be borne by the contractor. Since all the AC's are running condition in the event of break down (due to any reason) the repair charges shall be borne by the contractor. The Air conditioners may be inspected during working hours.
3. A separate log card for each air conditioner has to be maintained. Each AC has to be checked once in every 30 days and following measurements/ activities have to be entered in the log card:
  - a. Input Current.
  - b. Temperature of output air at maximum cooling position.
  - c. Filter CleaningThe log card has to be got signed by the designated staff.
4. One dry and one wet service have to be carried out in one year period. If necessary/ directed the unit shall be taken out & shall be refixed back by the contractor No separate payment will be made.
5. The air conditioners have to be handed over in perfect running condition at the time of termination of contract. Last one bill shall be paid only after handing over process.
6. In case, the bidder feels that particular air conditioner is not repairable, the same can be indicated in his bid.
7. The contractor shall be awarded only to one bidder (of for single gross value) and will not be split.
8. Payment shall be made on prorated bases with signed and verified log card of all the air conditioner has to be enclosed with the bills. 10% shall be deducted towards S.D.
9. University Conditions are as per enclosed sheets.
10. Other Conditions are as per enclosed sheets.
11. Since UOK is an academic institution so rate shall be quoted considering the difficulties in an academic area.
12. Contractor must visit each AC before tendering process. All T&P and other Misc. Items as directed shall be arranged by the contractor at own cost, rates quoted shall be inclusive of all such things.
13. Contractor has to comply all labour rules/ESIC, P.F. Insurance charges etc. at his own cost. In case of any mishap at site the contractor/agency shall be solely responsible for any sort of compensations.
14. The R.T.P.P. rule 2013 shall be part of this tender document.
15. Contractor has to attend any complaint within 24 working hours & shall rectify the said complaint within 72 working hours otherwise a penalty of Rs. 200/- each per day shall be imposed.
16. The rate should be quoted showing details of all taxes. Necessary deduction of Sale / income / Service tax shall be made as applicable time to time.
17. Contractor has to provide same brand item for replacement, if any required. Other T&C as per enclosed.
18. Risk & Cost Clause
19. Successful bidder will have to execute agreement on the prescribed format on his cost on non-judicial stamp paper & deposit S.D. as per rules within 15 days of issue of the work order.
20. A.c. Repair के दौरान षण को उतारने, चढ़ाने एवं उसको लाने, लेजाने इत्यादि में होने वाले खर्च स्वयं संवेदक को वहन करना होगा। जिसका अलग से कोई भुगतान नहीं किया जावेगा।
21. षण त्चंपत के दौरान निकलने वाले स्कैप मेटेरियल स्वयं संवेदक को ले जाना होगा एवं एक प्रतिष्ठत के हिसाब से (बिल राशि) बिल से रिकवरी की जावेगी।
22. ए.सी. कम्पेसर बदलना पड़े तो पुराने कम्पेसर को संवेदक के बिल से (बाजार दर के अनुसार) रिकवरी की जावेगी।
23. जब भी ए.सी. से सम्बन्धित कोई भी खराबी होगी तो उसको तुरन्त संवेदक को ठिक करवाना होगा।

Registrar  
UOK

Signature of Contractor  
With name & Seal





# **UNIVERSITY OF KOTA, KOTA**

**M.B.S. Marg Near Kabir Circle, Kota**

## **(GENERAL RULES & DIRECTION FOR THE GUIDANCE OF CONTRACTOR)**

1. The acceptance of the tender will rest with the college authority who does not bind itself to accept the lowest tender, and reserve the right to reject any or all tenders received at any stage, without assigning any reason.
2. No refund of tender fee is claimable for tenders not accepted or returned or not submitted.
3. If any contractor, who having submitted a tender does execute the agreement of start the work or does not complete the work and the work has to put re-tendering, He shall stand debarred from participating in such re – tendering in addition to forfeiture of Earnest Money/Security deposit / performance Guarantee and other action under agreement.
4. All tenders, in which any of the prescribed conditions are fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain overwriting in figures or words, or correction not initialed and dated, will be liable to rejection.
5. The tender, while submitting tender, should provide adequate information regarding his financial, technical and organizational capacity and working experience to execute the work of the nature and magnitude.
6. In the event of the tender being submitted by a firm, it must be signed separately by each, partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a power of attorney, authorizing him to do so. Such power of Attorney will be submitted with the tender and it must be disclosed that the firm is duly registered under the Indian Partnership Act. By submitting a copy of registration certificate.
7. If it is found that the tender is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it would be open for the college authorities not to consider such tender, forfeit the amount of earnest money and / or de- list the contractor.
8. Sales tax or any other tax Income tax in respect of the contract shall be the responsibility of the Contractor; Deduction of Income Tax at source will be made as per provisions of the Income Tax Act. In force from the time to time.
9. The contractor should quote the rates only in one language, i.e. in Hindi or English, rates should be quoted in figures as well as in words. In case a contractor has quoted rates in both the languages and the rates so quoted differ, then the lower of the two shall be treated as the rate quoted by the contractor.
10. If on check, there are differences between the quoted by Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
  - A) Where, there is a difference between other rates in figures and words, lower of the two rates shall be taken as valid and correct.
  - b) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the figures and words shall be taken as correct and not the amount worked out.
  - c) While quoting rates, if rate/rates against any item or items are found to be omitted the rate given in G/schedule by the deptt. For such items will be taken into account while preparing comparative statement and contractor shall be bound to execute such items on G/Schedule rates.
  - d) In case where percentage is given but the above or below not scored, the tender will be non-responsive.
  - e) In case of any other dispute the decision of the tender opening committee will be final.



11. The contractor shall comply with the provisions of the Apprenticeship Act 1961 and the rules and orders issued, there under, from time to time, if he fails to do so, his failure will be a breach of the contract and the original sanctioning authority in his discretion may cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of violations by the provisions of the Act.
12. The contractor shall read the specifications carefully before submitting the tender and also observe the site/working conditions.
13. The site for execution of the work will be made available as soon as the work is awarded. In case it is not possible for the collage to make the entire site available on the award of the work, the contractor shall arrange his working programme accordingly. No claim, whatsoever, for not giving the site in full on award or for giving the site gradually in parts will be tenable, the contractor may satisfy himself regarding the site, Acquiring of land. Approach roads working heights etc.
14. Before submitting the tenders, it should be ensured that all the tender paper including terms and conditions and General Rules and Directions are signed by the contractor i.e. the contractor should sign each and every page of tender document before submitting.
15. All additions, deletions, corrections and over writings, must be attested by the contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this score.
16. If a tender reduces the rate voluntarily after opening the tenders negotiations, his offer shall stand cancelled automatically, his earnest money shall be forfeited and action for debaring his from business shall be taken as per enlistment rules.
17. After acceptance of the tender, the contractor or all partners (in the case of partnership firm), will append photographs and signatures duly attested, at the time of execution of Agreement.
18. Rates of provisions/ conditions shall be applicable as laid down in rule 68 of GF & AR & RTPP rules 2013 as well.

Signature of Contractor  
With name & Seal

## **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 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 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 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 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. 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 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 including 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 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.

Signature of Contractor

With name & Seal

**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 Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specification in the Bidding Document;
3. I/We have are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence rekated to my/our professional conducted or the making of false statement or misrepresentations as to my/our quakifications 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;

Signature of Contractor  
With name & Seal

### **Annexure C : Grievance Redressal during Procurement Process**

The designation and the address of the first Appellate Authority is Finance Officer U.O.K. kota The designation and the address of the first Appellate Authority is Hon'ble Vive Chancellor, U.O.K. kota

#### **(1) Filing an appeal**

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the act or the rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

- (2) The officer to whom an appeal is filed 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 appeal filed within the period 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 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.

#### **(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 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 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 be placed on the State Pubilc Procurement Portal.

Signature of Contractor  
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