



# University of Kota, Kota

कोटा विश्वविद्यालय, कोटा

MBS Marg, Kabir Circle, Kota

Ref.:- F.4( )GAD/UOK/2024/4854

Date: 23/08/24

(NIB No.: 14/2024-25)

## "NOTICE INVITING TENDER (ON LINE)"

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 (2%)	Tender fee	RISL Processing fee
1	<b>Annual Rate Contract for Supply of Taxi/ Mini Bus/ Bus/Loading Vehicle for examination and official work.</b>	As per BOQ	Rs. 70.00 lakh	Rs. 01.40 lakh	Rs. 1000/-	Rs. 1500/-

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

Date and time of downloading of bid document	23/08/2024 (03.00 PM) to 02/09/24 (05:00 PM)
Date and time of online submission of bid	23/08/2024 (03.00 PM) to 02/09/24 (05:00 PM)
Last date of physical submission of Bid Security, Tender fee and RISL processing fee	03/09/24 (05:00 PM)
Date and time of on-line opening of the Technical Bid	04/09/24 (02:00 PM)
Date and time of online opening of Price Bid in the office of Comptroller, University of Kota, Kota	To be informed separately

### Instructions to bidder:-

1. The bid documents, terms and conditions may be seen and downloaded from the web site [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in), [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) or university website [www.uok.ac.in](http://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. A separate Demand Draft of Bid Security (Refundable) shall be in favour of Registrar, University of Kota, Kota.
3. The above demand drafts must reach physically in the office of Procurement Entity, University of Kota, Kota on or before last date as mentioned above failing which bids shall not be considered.
4. Bidders, having digital signature certificate (DSC) as per IT Act, 2000 to sign their electronic Bids, shall submit their offer online on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) with in stipulated time and date mentioned herein above. Bids shall not be accepted personally. The Bids will be opened on the same date and time before purchase committee in the presence of bidder or their authorized representative who may be present.
5. In the event of the specified dates being a holiday, the activities assigned on that date may be carried out on next working day on the same time.
6. University of Kota, Kota is not bound to accept the lowest bid and may reject any bid or any part of the bid without assigning any reason therefore.
7. Bids received after the prescribed time and date will not be considered.
8. The bidders shall have to submit GST Registration number without which the bids will not be considered.
9. Validity: - 90 days from the opening of Technical bid.
10. Period of Annual Rate Contract is One year from the date of issuing of work Order, However, ARC Contract period may be extended on same rates and terms/conditions as per rules.
11. In case of any query, the undersigned (Procurement Entity) may be contacted at 0744-2472912/2472934 or e-mail at [registrar@uok.ac.in](mailto:registrar@uok.ac.in)

(Registrar)  
Procurement Entity



# University of Kota, Kota

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MBS Marg, Kabir Circle, Kota

## TECHNICAL BID

1.	NIT Dispatch No & Date	NIB No. 14/2024-25 Date 23/08/24 Bid for Supply of Taxi/Mini Bus/Bus/Loading Vehicle for examination work and official work.
2.	Address of Procurement Entity	Registrar, University of Kota, Kota Contact No. 0744-2472934 Email id – <a href="mailto:registrar@uok.ac.in">registrar@uok.ac.in</a>
3.	Name and address of the bidder submitting the tender (Photo ID Proof shall be attached)	
4.	PAN Card No. (Copy shall be enclosed)	
5.	GST registration no. (Copy shall be enclosed)	
6.	Shop License (Copy shall be enclosed)	
7.	The tender fee amounting to Rs. 1000/- has been deposited vide Demand Draft in favor of Registrar, University of Kota	Demand Draft Number..... Bank ..... Dated.....
8.	Bid Security (Rs. 01.40 Lac i.e. 2% of amount)	Demand Draft Number..... Bank ..... Dated.....
9.	The RISL Processing Fee amounting to Rs. 1500/- has been deposited vide Demand Draft in favor of Managing Director RISL, Jaipur	Demand Draft Number..... Bank ..... Dated.....
10.	Form A, B, C & D as prescribed in Rajasthan Transparency in Public Procurement Rules, 2013 duly signed shall be enclosed.	
11.	Eligibility criteria:- (1) An average annual turnover worth Rs. 62 Lakhs (Sixty Two Lakhs) during last <b>three financial years</b> (up to F.Y. 2023-24) is essential. Copy of the balance-sheet, P & L account certified by the C.A. must be uploaded. (2) Experience- The bidder must have 02 years experience of supplying the vehicles on hiring basis under ARC to the Government Departments/ Universities/Autonomous bodies/Local Bodies during last 10 years of the last date of bid submission. (Copy of work order and experience certificate of satisfactory services issued by the competent authority with designation and seal must be enclosed.)	

**Note:- I have read the terms & conditions as well as understood the scope of work complete in all respect given in tender documents and I shall abide by the same.**

**Signature of the bidder with Seal**

**Date:.....**

**Place:.....**

## विशिष्ट शर्तें

1. सेवा प्रदाता/संवेदक द्वारा उपलब्ध करवायी जाने वाली टैक्सी/वाहन अच्छी कन्डीशन की तथा लम्बी यात्रा हेतु उपयुक्त होना चाहिए।
2. मासिक आधार पर आपूर्ति किये जाने वाले टैक्सी वाहन 01/01/2019 से पूर्व पंजीकृत नहीं होने चाहिए, अर्थात् वाहन का मॉडल वर्ष 2019 या उसके बाद का होना चाहिये।
3. समस्त उपयोग में लेने वाले वाहनों का बीमा पूर्ण रूप से होना चाहिए।
4. वाहन चालक के पास अधिकृत वैध लाइसेंस होना आवश्यक है तथा वाहन के साथ परिवहन विभाग द्वारा जारी वांछित आवश्यक समस्त दस्तावेज यथा वाहन की आर.सी., बीमा प्रमाण पत्र, प्रदूषण आदि के प्रमाण पत्र रखने होंगे।
5. विश्वविद्यालय के सक्षम अधिकारियों द्वारा वांछित वाहन की मांग/सूचना पर ही वाहन निर्धारित तिथि, स्थान एवं समय पर उपलब्ध कराने होंगे।
6. वित्तीय निविदा प्रस्ताव (BOQ) के PART-A & B के लिये विश्वविद्यालय परिसर में वाहन पहुंचाने की तारीख एवं समय (जिस पर विश्वविद्यालय प्रतिनिधि के हस्ताक्षर होंगे) से 24 घंटे की अवधि पूर्ण होने पर ही एक दिन माना जायेगा, भले ही तिथि एवं वार परिवर्तित हो गया हों।
7. वित्तीय निविदा प्रस्ताव (BOQ) के PART-C में वर्णित वाहनों के लिये विश्वविद्यालय परिसर में वाहन की आपूर्ति पश्चात् यात्रा के दिवसों की गणना कलैण्डर तारीख अनुसार की जायेगी।
8. मासिक दर पर आपूर्ति की जाने वाली टैक्सी की गणना प्रतिमाह अर्थात् 28/29/30/31 दिनांक अनुसार की जायेगी तथा टैक्सी वाहन समस्त दिवसों पर कार्यालय में रहेगा।
9. टोल की रसीद भी बिल के साथ प्रस्तुत करनी होगी। जिसका व्यय विश्वविद्यालय द्वारा वहन किया जायेगा।
10. विश्वविद्यालय के अधिकृत व्यक्ति के अतिरिक्त अनाधिकृत व्यक्ति/वस्तु को किसी भी स्थिति में वाहन में प्रविष्ट नहीं करावें।
11. संवेदक की जमा कार्य सम्पादन प्रतिभूति राशि संविदा अवधि के दौरान संवेदक की सेवाओं की क्रियान्वित अवधि पूर्ण होने के पश्चात् नियंत्रण अधिकारियों द्वारा सेवाओं की संतोषप्रद रिपोर्ट/सिफारिश उपरान्त ही लौटाई जाएगी। इस जमा राशि पर किसी भी प्रकार का ब्याज देय नहीं होगा।
12. सामान्यतः वाहन राजस्थान राज्य में स्थित शहरों/कस्बों में ही भेजे जायेगे, किन्तु आवश्यकता पड़ने पर सक्षम स्वीकृति से वाहन राज्य से बाहर भी भेजे जा सकते हैं। बाहर के परमिट का खर्च स्वयं ठेकेदार को वहन करना होगा।
13. किसी स्थान विशेष की विश्वविद्यालय प्रयोजनार्थ यात्रा में यदि किलोमीटर रीडिंग असामान्य रूप से परिवर्तित होना/अधिक होना पाया जाता है तो किलोमीटर का निर्धारण पी.डब्ल्यू.डी./रोडवेज द्वारा प्रकाशित मानचित्र में अंकितानुसार निर्धारित किया जाकर वाहन किराया का भुगतान उसी अनुरूप किया जा सकेगा।
14. संवेदक द्वारा वैध वाणिज्यिक वाहनों की ही आपूर्ति करनी होगी।

15. वाहन के चालू हालत में रखने, वाहन की सुरक्षा एवं वाहन चालक की व्यवस्था हेतु वाहन मालिक जिम्मेदार होगा। यदि वाहन चालक लापरवाही करेगा या अनुबन्ध की शर्तों के विरुद्ध कोई कार्य करेगा, तो संवेदक तुरन्त अन्य वाहन चालक की व्यवस्था करेगा अन्यथा प्रत्येक गलती के लिये 1000/- का जुर्माना देय होगा तथा तीन से अधिक गलती अथवा 03 बार जुर्माना लगाये जाने के पश्चात् गलती की पुनरावृत्ति किये जाने पर अनुबन्ध निरस्त करते हुए प्रतिभूति राशि जब्त करने का अधिकार विश्वविद्यालय को होगा।
16. किराये की दर वित्त विभाग राजस्थान सरकार द्वारा निर्धारित दर से अधिक मान्य नहीं होगी।
17. सम्पूर्ण संविदा अवधि में वार्षिक दर संविदा के अन्तर्गत अनुमोदित दरें मान्य होगी एवं राज्य सरकार द्वारा समय-समय पर संशोधित की गई दरें मान्य नहीं होगी।
18. निविदादाता फर्म का आयकर पेनकार्ड एवं सेवाकर पंजीयन होना चाहिये। स्रोत पर आयकर की नियमानुसार कटौती की जावेगी।
19. निविदादाता को जी.एस.टी. का भुगतान नियमानुसार किया जावेगा, जिसकी दर अनुसार राशि निविदादाता को BOQ में अंकित करनी होगी।
20. विवाद की स्थिति में समस्त विधिक कार्यवाही का क्षेत्र कोटा स्थित न्यायालय होगा।
21. किसी भी प्रकार के विवाद, संशय, निविदा के निबन्धन/शर्तों के निर्वचन के संबंध में मत भिन्नता की स्थिति में प्रकरण माननीय कुलपति, को.वि.कोटा के समक्ष प्रस्तुत किया जायेगा एवं माननीय कुलपति का निर्णय अन्तिम एवं स्वीकार्य होगा।
22. निविदा के सम्बन्ध में यदि कोई संशोधन किया जाना आवश्यक हुआ तो संशोधन (Corrigendum) विश्वविद्यालय की वेबसाईट, स्टेटपोर्टल एवं ई-प्रोक्यूरमेन्ट पोर्टल पर प्रकाशित किया जायेगा।
23. एज्यूकेशनल ट्यूर आदि हेतु बस/मिनी बस की आपूर्ति लेने की स्थिति में निविदादाता को वाहन (मिनी बस/सीटिंग/स्लीपर बस) में यात्रा प्रारम्भ करने से पूर्व यात्रा करने वाले व्यक्तियों (सम्बन्धित विभाग/अनुभाग से प्राप्त विद्यार्थियों की सूची अनुसार) का यात्रा बीमा स्वयं के खर्च पर कराना होगा।
24. संवेदक द्वारा उपलब्ध कराए जाने वाले वाहनों में वाहन चलाने के लिए वैधानिक अधिकृत ईंधन का उपयोग किया जावेगा।
25. परीक्षा सामग्री की गोपनीयता बनाये रखने हेतु फर्म अथवा वाहन चालक या उसके प्रतिनिधि द्वारा रवाना होने, पहुंचने, परिवहन की जाने वाली सामग्री एवं रूट आदि के विषय में किसी अन्य व्यक्ति को जानकारी नहीं दी जावेगी।
26. रिस्क एण्ड कॉस्ट- यदि टैक्सी निर्धारित निविदा की शर्तों के अनुरूप समय पर आपूर्ति नहीं की गई अथवा टैक्सी किसी भी कारणवश खराब होने एवं आदेशानुसार गन्तव्य स्थान पर नहीं पहुंचने पर क्षतिपूर्ति के रूप में फर्म द्वारा देय बिल में से रु. 1000/- (रु. एक हजार मात्र) प्रतिदिन/प्रतिवाहन की दर से कटौती की जा सकेगी तथा विश्वविद्यालय द्वारा वाहन की वैकल्पिक व्यवस्था करने की अवस्था में अन्तरराशि की वसूली संवेदक से की जावेगी।
27. निविदादाता को श्रम व वाहन अधिनियम कानून की अक्षरशः पालना करनी होगी।
28. अन्य शर्तें/निर्देश आर.टी.पी.पी. अधिनियम 2012 व नियम 2013 के सम्यक् प्रावधानों अनुसार लागू होगी।

**निविदादाता के हस्ताक्षर मय सील**



# University of Kota, Kota

कोटाविश्वविद्यालय, कोटा

MBS Marg, Kabir Circle, Kota

## GENERAL CONDITIONS OF BID & CONTRACT

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

1.	Bids must be enclosed in a properly sealed envelope according to the direction given in the Bid Notice.
2.	“Bids by bona-fide dealers: - Bids shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration in the Annexure-B as prescribed in RTPP Rules, 2013.
3.	(i) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the Procurement Entity and such change shall not relieve any former member of the firm, etc. from any liability under the contract. (ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procurement Entity a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient to discharge for any of the purpose of the contract.
4.	GST Registration:- GST Registration Number should be attached with bid and GST certificate from the concerned Officer of the Circle Concerned shall be submitted without which the tender is liable to rejection.
5.	In case of e-bidding, bid forms shall be filled electronically & to be submitted online. Bid filled physically shall not be considered. The bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms and conditions of the bid.
6.	Rates shall be written both in words and figures. There should not be errors and/or over writings. Corrections, if any, should be made clearly and initiated with dates. The bidder should mention element of statutory taxes such as RGST/CGST, Entry Tax etc. separately as per BOQ/financial bid format.
7.	All rates quoted must be FOR and should include all incidental charges except statutory taxes such as Central/Rajasthan GST, Entry Tax etc. which should be shown separately. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the University of Kota, Kota and the delivery of the goods shall be given as per delivery schedule. Goods to be purchased are for the purpose of official use, hence octroi is not payable. The rates, therefore, should be exclusive of octroi, and local tax.
8.	Purchase Preference:- Purchase preference will be given to the bidders as per the provisions of RTPP Act 2012 & RTPP Rules 2013, as amended from time to time and as per notification dated 19.11.15
9.	Validity: -Bid shall be valid for a period of three months from the date of opening of Technical Bid.
10.	The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the Procurement Entity and get clarification.
11.	The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
12.	Specifications:- (i) All article supplied shall strictly conform to the specifications, trade mark laid down in the bid form and wherever articles have been required according to ISI specifications, those articles should confirm strictly to those specifications and should bear such marks. (ii) The supply of articles marked with asterisk/at serial number ....., shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplies shall be of the best quality and description. The decision of the Procurement Entity/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the Bidders. (ii) Warranty/Guarantee Clause: - The bidder would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of ..... days/months from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if

	<p>during the aforesaid period of .....days/months, the said goods/stores/ articles be discovered not to confirm to the description and quality aforesaid or have determined (and the decision of the Procurement Entity in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/ articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The bidder shall if so called upon to do, replace the goods, etc. or such portion thereof as is rejection by the Procurement Entity, otherwise the bidder shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Procurement Entity in that behalf under this contract or otherwise.</p> <p>(iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the bidder shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipment operative. The bidder shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.</p> <p>(v) In case of machinery and equipment specified by the Procurement Entity the bidder shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The bidder shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Procurement Entity who may like to purchase spare parts from them to maintain the machinery and equipment in perfect condition.</p>
13.	<p><b>INSPECTION:-</b></p> <p>(a) The Procurement Entity or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be decided.</p> <p>(b) The bidder shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.</p>
14.	<p><b>Samples: -</b>Bids for articles marked within the schedule shall be accompanied by two set of samples of the articles bided properly packed &amp; signed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train etc. should be dispatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in plastic box or in polythens bags at the cost of the bidder.</p>
15.	<p>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.</p>
16.	<p>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.</p> <p>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.</p>
17.	<p>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.</p>
18.	<p>Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in University of Kota, Kota laboratories and reputed testing house like MSME Testing Station, Jaipur etc. and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such test.</p>
19.	<p><b>Drawl of Samples: -</b>In case of tests, samples shall be drawn in four sets in the presence of bidder or his authorized representative and properly sealed in their presence. One such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the</p>

	officer for reference and record.
20.	<b>Testing Charges:</b> - Testing charges shall be borne by the University of Kota, Kota. In case urgent testing is desired to be arranged by the bidder or in case of test result showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the bidder.
21.	<b>Rejection:-</b> (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the Procurement Entity. (ii) If, however, due to exigencies of University of Kota, Kota work, such replacement either in whole or in part, is not considered feasible, the Procurement Entity after giving an opportunity to the bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
22.	The rejected articles shall be removed by the bidder within 15 days of intimation of rejection, after which Procurement Entity shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the bidder's risk and on his account.
23.	The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of loss, damage, breakage or leakage or any shortage the bidder shall be liable to make goods such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
24.	The contract for the supply, can be repudiated at any time by the Procurement Entity, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording of the reasons for repudiation.
25.	Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.
26.	(i) <b>Delivery Period:</b> - <b>The bidder whose bid is accepted shall arrange supplies/services within a period of ---- Days from the date of supply/work order.</b> (ii) <b>Extent of quantity – Repeat orders:</b> - If the orders are placed in excess of the quantities shown in the bid notice, the bidder shall be bound to meet the required supply. Repeat orders for extra items or additional quantities may be placed on the rate and conditions given in the bid. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under:- (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works and; (b) 50% of the value of goods or services of the original contract; (c) <b>If the bidder fails to do so, the Procurement Entity shall be free to arrange for the balance supply by limited bid or otherwise and the extra cost incurred shall be recoverable from the bidder.</b> iii) If the Procurement Entity does not purchase any of the bided articles or purchases less than the quantity indicated in the bid form, the bidder shall not be entitled to claim any compensation.
27.	<b>Bid Security (B.S.):-</b> (a) Bid shall be accompanied by Bid Security @ 2% of estimated value of the bid, without which bids will not be considered. The amount should be deposited in either of the following forms in favour of University of Kota, Kota:- (i) Bank Draft/Bankers Cheque/ Bank Guarantee in specified format of the scheduled Bank. (ii) Bid Security must remain valid 30 days beyond the original or extended validity period. (b) <b>Refund of Bid Security:</b> - The Bid Security of unsuccessful bidder shall be refunded soon after final acceptance of bid i.e. after deposit of performance security & signing of Agreement. (c) <b>Partial exemption from Bid Security:</b> - In case of Small Scale Industries of Rajasthan, the bid security will be 0.5% of the quantity offered for supply and in case of sick industries, other than small scale industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. (d) The central Government and Government of Rajasthan undertakings need not furnish any amount of Bid Security. However, they shall have to furnish a bid securing declaration as per rule 42 of RPPP Rules, 2013. (e) The Bid Security/Performance Security money deposit lying with the Department/office in respect of other bids awaiting approval or rejected or on account of contracts being completed will not be adjusted towards Bid Security/Performance Security money for the fresh bids. The Bid Security may however, be taken into consideration in case bids are re-invited.

28	<p><b>Forfeiture of Bid Security:-</b> The Bid Security will be forfeited in the following cases:</p> <ul style="list-style-type: none"> <li>(a) When bidder withdraws or modifies its bids after opening of bids;</li> <li>(b) When bidder does not execute the agreement if any, after placement of supply/work order within specified time;</li> <li>(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;</li> <li>(d) When the bidder does not deposit the performance security within specified period after the supply/work order is placed; and</li> <li>(e) If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of RTPP rules.</li> </ul>
29.	<p><b>Agreement and Performance Security deposit (Rule 75 &amp; 76 of RTPP Rules, 2013):-</b></p> <p>(1) (i) A Successful bidder shall sign the procurement contract in the prescribed format and deposit performance security. The amount of performance security shall be <b>5%</b> of the amount of supply order in case of procurement of goods and services. In case of Small-Scale Industries of Rajasthan, it shall be <b>1.0%</b> and in case of sick industries, other than Small Scale Industries, whose cases are pending before the BIFR, it shall be <b>2.0%</b> of the amount of supply order. The bidder shall have to execute the agreement on a non-judicial stamp of Rs. 500/- at its cost.</p> <p>(ii) Performance security shall be furnished by the successful bidder within the 15 days from the date of award of contract.</p> <p>(iii) No interest will be paid by the department on the Performance Security money.</p> <p>(iv) Performance security shall be furnished in any one of the following forms:-</p> <ul style="list-style-type: none"> <li>a. Bank Draft or Banker's Cheque of a scheduled bank;</li> <li>b. National Saving Certificates and any other script/instrument under National Saving Schemes for promotion of small saving issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master.</li> <li>c. 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 rule 42 for bid security.</li> <li>d. 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 forfeited of he performance security, the fixed deposit shall be forfeited along with interest earned on such fixed deposit.</li> </ul> <p>(V) The Performance security furnished in the form specified in clause (a) to (d) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.</p> <p>(vi) The Performance Security to be refunded within one month of the final supply of the items as per purchases order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfaction completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the bidder.</p> <p>(2) Central Government and Government of Rajasthan Undertakings will be exempted from furnishing Performance security amount. However, they shall have to furnish a performance security declaration as per Rule 75 of RTPP Rules, 2013.</p> <p>(3) Forfeiture of Performance Security Deposit:- Performance Security amount in full or part may be forfeited in the following cases:-</p> <ul style="list-style-type: none"> <li>(a) When any terms and conditions of the contract is breached.</li> <li>(b) When the bidder fails to make complete supply satisfactorily.</li> <li>(c) Notice of reasonable time will be given in case of forfeiture of performance security deposit. The decision of the Procurement Entity in this regard shall be final.</li> </ul> <p>(4) The expenses of completing and stamping the agreement shall be paid by the bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement as per provisions of RTPP Act 2012 &amp; Rules 2013.</p>



30.	<p><b>Insurance:-</b></p> <p>(i) The goods will be delivered at the destination go down in perfect condition. The supplier, if he so desires, may be insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot, etc.). The insurance charges will be borne by the supplier and University of Kota will not be required to pay such charges, if incurred.</p> <p>(ii) The articles may also be got insured at the cost of the Purchaser, if so desired by the purchaser. In such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.</p>								
31.	<p><b>Payments:-</b></p> <p>(i) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on completion of supply satisfactorily and on submission of bill in proper form by the bidder to the</p> <p>(ii) Procurement Entity in accordance with relevant provisions of BF&amp;AR, GF&amp;AR and RTPP Act 2012 &amp; Rules 2013, as amended from time to time and all remittance charges will be borne by the bidder.</p> <p>(iii) In case of disputed items, 10 to 25% of the amount shall be withheld and will be paid on settlement of the dispute.</p> <p>(iv) Payment in case of those goods which need testing shall made only when such tests have been carried out, test results received conforming to the prescribed specification.</p>								
32.	<p><b>Liquidated Damages:-</b></p> <p>(a) (i) The time specified for delivery in the bid form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the purchase officer.</p> <p>(ii) Liquidated Damages:- In case of extension in the delivery period with liquidated damage the recovery shall be made on the basis of following percentage of value of stores which the bidder has failed to supply:-</p> <table border="1" data-bbox="316 972 1449 1122"> <tr> <td>Delay up to one fourth period of the prescribed delivery period</td> <td>2½%</td> </tr> <tr> <td>Delay exceeding one fourth but not exceeding half of the prescribed period</td> <td>5%</td> </tr> <tr> <td>Delay exceeding half but not exceeding three fourth of the prescribed period</td> <td>7½%</td> </tr> <tr> <td>Delay exceeding three fourth of the prescribed period</td> <td>10%</td> </tr> </table> <p>(b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.</p> <p>(c) The maximum amount of liquidated damage shall be 10%</p> <p>(d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance , he shall apply in writing to the authority , which has placed the supply order, fro the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.</p> <p>(e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.</p>	Delay up to one fourth period of the prescribed delivery period	2½%	Delay exceeding one fourth but not exceeding half of the prescribed period	5%	Delay exceeding half but not exceeding three fourth of the prescribed period	7½%	Delay exceeding three fourth of the prescribed period	10%
Delay up to one fourth period of the prescribed delivery period	2½%								
Delay exceeding one fourth but not exceeding half of the prescribed period	5%								
Delay exceeding half but not exceeding three fourth of the prescribed period	7½%								
Delay exceeding three fourth of the prescribed period	10%								
33.	<p><b>Risk &amp; Cost clause :-</b>The competent authority of UOK without prejudice to his right against the approved supplies in respect of any delay or inferior performance of otherwise or claims for delay in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of the contract or otherwise , by notice in writing absolutely determined the contract in any of the cases.</p> <p>(i) A notice in writing to rectify, or otherwise that the work being performed is inefficient or otherwise implemented in improper manner, shall omit to comply with the requirement of such notice within a period of 07 days or for prescribed time, thereafter of if the supplier shall delay or suspended the execution of the work so that either in the judgment of the competent authority, he will be unable to perform the work by the satisfaction of UOK or has already failed to complete the work by the time.</p> <p>(ii) If the supplier commits breach of the terms &amp; conditions the contract.</p> <p>(iii) When the supplier has made himself liable for action under any of the cases aforesaid , the competent authority, shall exercise power:-</p> <p>(a) To determine or rescind the contract, as aforesaid , upon such determination or rescission , the bid security, performance security shall be liable to be forfeited and shall be absolutely at the disposal of UOK.</p> <p>(b) To get the work done through other service provider (SP) and in such case any expenses which may be incurred in excess, of the sum which would have been paid to the original SP, if the whole work had been executed by him of the amount of which excess, the decision of the UOK shall be final and conclusive and shall be borne and paid by the original SP that may be deducted from any money due to him by the UOK or from has bid security, performance security. However the original SP shall have no</p>								

	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.
34.	<b>Recoveries:</b> - Recoveries of liquidated damages, short supply breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force. 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.
35	<b>Price Fall Clause:-</b> (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 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.
36.	Bidders must make their own arrangements to obtain import licence, if necessary.
37.	If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Procurement Entity.
38.	The Procurement Entity reserves the right to accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm/supplier.
39.	The bidder shall furnish the following documents at the time of bid submission:- i. Attested copy of partnership deed in case of partnership firms. ii. Registration number and year registration in case partnership firm is registered with Registrar of Firms. iii. Address of residence and office, telephone numbers in case of sole proprietorship. iv. Registration issued by Registrar of Companies in case of company.
40.	If any dispute, arise out of the contract with regard to the interpretation meaning and breach of the terms of the contract, the matter shall be referred to by the parties to the Head of the University (HVC) who will appoint his senior most officer as the sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
41.	All legal proceeding, if necessary arise to institute may by any of the parties (University of Kota, Kota or Contractor) shall have to be lodged in courts situated in Kota and not elsewhere.
42.	All other/remaining relevant general terms & conditions shall be applicable as laid down in GF&R Rajasthan Transparency in Public Procurement Act 2012 and RTPP Rules 2013 as amended from time to time, and other relevant rules applicable in University of Kota, Kota.

Note:- I have read the above terms and conditions of contract carefully and I shall be abide by the same in the event of successful bidder.

Date:

Place:

Signature & Seal of the Bidder

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

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any correction including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

### **Conflict of Interest:-**

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of interest with one or more parties in a bidding process if, including but not limited to;
  - a. Have controlling partners/shareholders in common; or
  - b. Receive or have received any direct or indirect subsidy from any of them; or
  - c. Have the same legal representative for purpose of the Bid; or
  - d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision of the procuring Entity regarding the bidding process; or
  - e. The bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
  - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Service that are the subject of the Bid; or
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.

Date:  
Place:

Signature of bidder  
Name:  
Designation:  
Address:

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

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

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

Date:  
Place:

Signature of bidder  
Name:  
Designation:  
Address:

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

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

The designation and the address of second Appellate Authority is **ACS (Higher Education), Government of Rajasthan.**

### **Filing an appeal**

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

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

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

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

### **(3) Appeal not to lie in certain cases**

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

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

### **(4) Form of Appeal**

- (a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

### **(5) Fee for Filling Appeal**

- (a) Fee for first appeal shall be two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**(6) Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be upon filing of appeal, shall issued notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date of fix hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall,-
  - (i) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Date:  
Place:

Signature of bidder  
Name:  
Designation:  
Address:

## Annexure D: Additional Conditions of Contract

### **1. Correction of arithmetical errors**

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

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and 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 a error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

### **2. Procuring Entity's Right to vary Quantities.**

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms & conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procurement Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the 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 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.

Date:  
Place:

Signature of bidder  
Name:  
Designation:  
Address:

# **UNIVERSITY OF KOTA**

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

**(ARC for Supply of Taxi/Mini Bus/Bus/Loading Vehicle for examination and official work)**

1. NIB No.-
2. Name of Bidder:-
3. Work Description :-

## **Part-A**

S. No.	Type of Vehicles	Per day Rate (In Rs.)		Per month Rate (In Rs.)	
		Rate For first 100 k.m. (Fix Rate) (In Rs.)	Rate Beyond 100 kms. @ Per K.M.	Rate For 1500 K.M. (Fix Rate) (In Rs.)	Rate Beyond 1500 K.M. @ Per K.M.
01	Swift Dzire/Zest/Xcent/Indigo (A.C.)				
02	Swift Dzire/Zest/Xcent/Indigo (Non-A.C.)				

## **Part-B**

S. No.	Type of Vehicles	Per day Rate (In Rs.)		Per month Rate (In Rs.)	
		Rate For first 100 k.m. (Fix Rate) (In Rs.)	Rate Beyond 100 kms. @ Per K.M.	Rate For 2000 K.M. (Fix Rate) (In Rs.)	Rate Beyond 2000 K.M. @ Per K.M.
01	Ertiga (A.C.)				
02	Ertiga (Non-A.C.)				
03	Cruiser (A.C.)				
04	Cruiser(Non-A.C.)				
05	Bolero (A.C.)				
06	Bolero (Non-A.C.)				
07	Innova (A.C.)				
08	Innova (Non-A.C.)				
09	Bolero Camper (Covered)				
10	Bolero Pickup(Covered)				
11	Mini Bus (Tata Rider)				
12	Mini Bus (Tata 407)				
13	Loading Vehicle Tata 407 (Metador Covered)/ Mahindra Utility (Covered)				

## **Part-C**

S. No.	Type of Vehicles	Per day Rate (In Rs.)	
		Rate For first 250 k.m. (Out Station) Fix Rate	Rate Beyond 250 k.m. (Out Station) @ Per K.M.
01	Bus (2x2 seater with seating capacity of around 50 passengers) (A.C.)		
02	Bus (2x2 seater with seating capacity of around 50 passengers) (Non -A.C.)		
03	Sleeper Bus (with capacity of around 36 passengers) (A.C.)		
04	Sleeper Bus(with capacity of around 36 passengers) (Non-A.C.)		

**Signature of the Bidder with seal**



## करार पत्र

- (1) यह करार आज दिनांक .....माह .....सन् ..... को एक पक्ष के ..... (जिसे इसमें आगे 'अनुमोदित सप्लायर' कहा गया है तथा इस अभिव्यक्ति में, जहाँ संदर्भ द्वारा ऐसा स्वीकार किया जाएगा, उसके उत्तराधिकारियों, निष्पादकों एवं प्रशासकों को शामिल किया हुआ समझा जाएगा) तथा विश्वविद्यालय, (जिसे इसमें आगे कोटा विश्वविद्यालय, कोटा कहा गया है तथा इस अभिव्यक्ति में, जहाँ संदर्भ द्वारा ऐसा स्वीकार किया जाएगा, उसके पद के उत्तराधिकारियों एवं समनुदेशितियों को शामिल किया हुआ समझा जाएगा) द्वितीय पक्ष के बीच सम्पन्न किया गया है।
- (2) चूँकि अनुमोदित सप्लायर कोटा विश्वविद्यालय, कोटा को उनके मुख्यालय पर तथा कार्यालयों/अनुभागों को भी, इससे संलग्न की अनुसूची में दी गयी सभी वस्तुओं/सेवाओं को निविदा एवं संविदा की शर्तों में दिये गये तरीके से तथा उक्त अनुसूची के कॉलम ..... में दी गयी दरों पर सप्लायर करने के लिए कोटा विश्वविद्यालय, कोटा से सहमत हो गया है।
- (3) एवं चूँकि अनुमोदित सप्लायर ने रूपये की राशि निम्न प्रकार से जमा करायी है:-
- (i) नकद/बैंक ड्राफ्ट/चालान संख्या/बैंकर्स चैक संख्या ..... दिनांक ..... द्वारा
- (ii) विभागीय प्राधिकारियों के पास विधिवत् रेहन रखकर डाकघर बचत बैंक पास बंक के रूप में,
- (iii) अल्प बचतों को प्रोत्साहन देने हेतु राष्ट्रीय बचत प्रमाण पत्रों/डिफेंस सेविंग्स सर्टिफिकेट्स/किसान विकास पत्रों या किन्ही अन्य स्क्रिप्ट/इन्स्ट्रुमेंट्स के रूप में, यदि इन्हे सम्बन्धित नियमों के अधीन (प्रमाणपत्र उनके समर्पण मूल्य पर स्वीकार किय जायेंगे) उक्त करार के निष्पादन के लिए प्रतिभूति के रूप में गिरवी रखा जा सकता हो तथा उसे विभागीय प्राधिकारियों को औपचारिक रूप से हस्तान्तरित कर दिया गया है।
- (4) अतः अब यह विलेख निम्नलिखित का साक्षी है :-
1. इसमें संलग्न अनुसूची में दी गयी दरों पर ..... के मार्फत विश्वविद्यालय द्वारा किए जाने भुगतान के प्रतिफल में अनुमोदित सप्लायर ..... में तथा निविदा एवं संविदा की शर्तों में दिये गये तरीके से उक्त वस्तुओं/सेवाओं की विधिवत् सप्लायर करेगा।
  2. निविदा सूचना संख्या दिनांक ..... से संलग्न खुली निविदा हेतु निविदा एवं संविदा की शर्तों को तथा ये इस करार पत्र के भाग के रूप में लिये हुआ समझा जाएगा तथा ये इस करार पत्र को निष्पादित करने वाले पक्षकारों के लिए मान्य होंगी।
  3. निविदादाता से प्राप्त पत्र में संख्यायें ..... तथा विश्वविद्यालय द्वारा जारी किए पत्र संख्यायें ..... भी जो इस करार पत्र के साथ संलग्न किए गए हैं, इस करार पत्र के भाग के रूप में होंगे।
  4. (क) विश्वविद्यालय एतद् द्वारा स्वीकार करता है कि यदि अनुमोदित सप्लायर उक्त वस्तुओं/वाहनों की उपयुक्त तरीके से विधिवत् सप्लायर करेगा, उक्त शर्तों का पालन करेगा तथा उन्हे बनाए रखेगा, तो विश्वविद्यालय ..... के माध्यम से अनुमोदित सप्लायर को उक्त शर्तों में दिय गए समय पर तथा तरीके से, प्रत्येक माल/सेवाओं प्रेषण के लिए देय राशि का भुगतान करेगी या भुगतान करवाएगी।

(ख) भुगतान की विधि नीचे वर्णन किए गए अनुसार होगी:-

(i) ..... (ii) ..... (iii) .....

- (5) वाहनों की सुपुर्दगी सप्लाई हेतु आदेश देने की तारीख से नीचे अंकित अवधि के भीतर प्रारम्भ की जाकर पूर्ण की जाएगी: क्रम संख्या ..... मदो की मात्रा ..... सुपुर्दगी अवधि .....
- (6) निविदा की निर्धारित शर्तों के अनुसार वार्षिक दर संविदा में वर्णित प्रकार के टैक्सी/वाहन समय पर आपूर्ति नहीं करने अथवा टैक्सी किसी भी कारणवश खराब होने एवं आदेश अनुसार गन्तव्य स्थान तक नहीं पहुंचने अथवा वाहन चालक द्वारा लापरवाही करने या अनुबन्ध की शर्तों के विरुद्ध कोई कार्य करने पर निविदा शर्तों अनुसार आपूर्तिकर्ता (संवेदक) से शास्ति/क्षतिपूर्ति राशि की वसूली की जावेगी एवं निविदा शर्तों में वर्णित अन्य कार्यवाही संवेदक के विरुद्ध अमल में लायी जा सकेगी।
- (7) निविदा की विशिष्ट शर्तों अनुसार टैक्सी/मिनी बस/बस/लोडिंग वाहनों की आपूर्ति करनी होगी तथा निविदा की विशिष्ट शर्तें एवं सामान्य शर्तें इस करार पत्र का भाग होगी।
- (8) करार से उत्पन्न होने वाले समस्त विवाद तथा करार पत्र के निर्वाचन या व्याख्या से सम्बन्धित सभी प्रश्न विश्वविद्यालय द्वारा विनिश्चित किए जायेगे तथा विश्वविद्यालय का निर्णय अन्तिम होगा।  
करार पत्र की साक्षी में इनके पक्षकारों ने आज दिनांक .....माह ..... सन् ...  
..... को अपने हस्ताक्षर किये हैं।

विश्वविद्यालय के लिये तथा की ओर से

अनुमोदित सप्लायर के हस्ताक्षर

तारीख

तारीख

साक्षी संख्या (1) .....

साक्षी संख्या (1) .....

साक्षी संख्या (2) .....

साक्षी संख्या (2) .....

.....

.....