



# University of Kota, Kota

कोटा विश्वविद्यालय, कोटा

MBS Marg, Kabir Circle, Kota

Ref. No.:- F.4(GAD/UOK/2024/7496

Date: 07/12/2024

(NIB No.: 25/2024-25)

## "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 Canteen Work</b>	As per BOQ	Rs. 12.00 lakh	Rs. 24000/-	Rs. 1000/-	Rs. 500/-

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

Date and time of downloading of bid document	07/12/2024 (06.00 PM) to 17/12/24 (05:00 PM)
Date and time of online submission of bid	07/12/2024 (06.00 PM) to 17/12/24 (05:00 PM)
Last date of physical submission of Bid Security, Tender fee and RISL processing fee	17/12/24 (05:00 PM)
Date and time of on-line opening of the Technical Bid	18/12/24 (02:00 PM)
Date and time of online opening of Price Bid in the 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. Validity: - 90 days from the opening of Technical bid.
9. 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.
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](mailto:registrar@uok.ac.in)

(Registrar)

Procurement Entity



# कोटा विश्वविद्यालय, कोटा

महाराव भीमसिंह मार्ग, कबीर सर्किल के पास, कोटा

## पार्ट-(अ)तकनीकी निविदा प्रपत्र

1.	कार्य का नाम	केन्टीन संचालन हेतु वार्षिक अनुबन्ध के अन्तर्गत ठेके पर कार्य सम्पादन हेतु।
2.	निविदा कार्य की अवधि	एक वर्ष
3.	अनुमानित लागत	राशि रु. 12.00 लाख (अक्षरे रु. बारह लाख मात्र)
4.	बोली प्रतिभूति राशि रु. 24000/- (कार्य की कुल अनुमानित लागत की 02 प्रतिशत राशि )	डी.डी. नं. .... बैंक ..... दिनांक .....
5.	निविदा शुल्क राशि रु. 1000/- का डी.डी. जो कि कुलसचिव, कोटा विश्वविद्यालय, कोटा के नाम देय हो संलग्न करना होगा।	डी.डी. नं. .... बैंक ..... दिनांक .....
6.	RISL Processing Fee राशि रु. 500/- का डी.डी. जो कि Managing Director RISL, Jaipur के नाम देय हो संलग्न करना होगा।	डी.डी. नं. .... बैंक ..... दिनांक .....
7.	निविदा प्रस्तुत करने वाली निविदादाता फर्म का नाम:- पता:- दूरभाष नम्बर:- मोबाइल नम्बर:- ई-मेल आई.डी.:-	..... .....
8.	निविदादाता फर्म का प्रकार (यथा एकल स्वामित्व/पार्टनरशिप फर्म/ज्वॉइन्ट वेन्चर आदि) सम्बन्धित पंजीयन/साक्ष्य दस्तावेज की प्रति संलग्न की जावें।	
9.	GSTIN (a copy shall be enclosed)	.....
10.	PAN No. (a copy shall be enclosed)	.....
11.	बैंक खाते का विवरण- बैंक का नाम व शाखा खाता सं. एवं IFS Code	.....
12.	राजस्थान दुकान एवं वाणिज्य संस्थान अधिनियम 1958 के अन्तर्गत पंजीयन प्रमाण की प्रति संलग्न की जावें।	
13.	संवेदक द्वारा चिकित्सा, स्वास्थ्य एवं परिवार कल्याण विभाग राजस्थान सरकार द्वारा फूड सेफ्टी एण्ड स्टैंडर्ड्स एक्ट (FSSAI) 2006 के अन्तर्गत जारी अनुज्ञप्ति/पंजीयन प्रमाण पत्रकी प्रति (जारी किये जाने वाले अधिकृत अधिकारी के पद नाम एवं सील सहित)संलग्न की जावें।	..... .....
14.	किसी राजकीय विभाग/विश्वविद्यालय/राजकीय उपक्रम/स्थानीय निकाय/ट्रस्ट द्वारा संचालित संस्थान में केन्टीन संचालन/वार्षिक दर अनुबन्ध के अन्तर्गत खाद्य सामग्री की आपूर्ति के कार्य का निविदा जारी करने की तिथि से गत सात वर्ष में से एक वर्ष के अनुभव का विवरण (संतोषजनक कार्य/अनुभव प्रमाण पत्र की प्रति मय कार्यादेश संलग्न करनी होगी)	1. 2. 3.
15.	Form A, B, C & D as prescribed in Rajasthan Transparency in Public Procurement Rules, 2013 duly signed shall be enclosed.	

दिनांकहस्ताक्षर निविदादाता नाम एवं पूरा पता मय सील

नोट:-

1. संवेदक/फर्म द्वारा आदेश प्राप्त करने के दिनांक से 07 (सात) दिवस की अवधि के भीतर कार्यादेश में वर्णित दरों एवं शर्तों के अनुसार कार्य प्रारम्भ किया जावेगा।
2. उद्धृत की गयी दरें अनुमोदित होने की दिनांक से एक वर्ष की अवधि के लिये विधि मान्य है। इस अवधि को नियमानुसार बढ़ाया जा सकता है।
3. सफल संवेदक को नियमानुसार कार्य सम्पादन प्रतिभूतिराशि जमा करानी होगी तथा निर्धारित मूल्य रु. 500/-के मुद्रांक(स्टाम्प)पर अनुबन्ध निष्पादित करना होगा।
4. निम्न वर्णित केन्टीन सम्बन्धी कार्य/सामानो की संवेदक द्वारा निम्न अनुमोदित आधार दरों पर व्यवस्था करनी होगी :-

क्र. सं.	पेय/खाद्य पदार्थ का विवरण	मात्रा/इकाई	अनुमोदित आधार दरें (समस्त कर सहित)
1.	चाय प्रति कप	100 एम.एल.	रु. 10
2.	कॉफी प्रति कप	100 एम.एल.	रु. 15
3.	डेयरी द्वारा निर्मित दुग्ध उत्पाद/डेयरी उत्पाद(अधिकतम मूल्य की सीमा में) श्रीखण्ड, लस्सी,छाछ, रबड़ी, फ्लेवर्ड मिल्क इत्यादि	As per Pack	As per MRP
4.	पेय पदार्थ फ्रेश पेकड ज्यूस	As per Pack	As per MRP
5.	कचौरी (दाल) स्टैण्डर्ड साईज मय खट्टी, मीठी चटनी समौसा स्टैण्डर्ड साईज मय चटनी खट्टी, मीठी कचौरी प्याज स्टैण्डर्ड साईज मय चटनी हरी, खट्टी-मीठी सैंडविच (वेज) मसाला मय सॉस आलू बड़ा मय चटनी इडली सांभर (दो इडली, सांभर, चटनी) सांभर बड़ा (दो बड़ा, सांभर, चटनी) मसाला डोसा (एक डोसा, नारियल चटनी, सांभर) मल्टीग्रेन डोसा (एक डोसा, नारियल चटनी, सांभर) आलू पराठामय अचार वेजीटेबल कटलेट मूंग दाल पकौड़ी मय चटनी बेसन पकौड़ी (मय आलू प्याज) मय चटनी	प्रति नग प्रति नग प्रति नग प्रति नग प्रति नग प्रति प्लेट प्रति प्लेट प्रति प्लेट प्रति प्लेट प्रति नग प्रति प्लेट 100 ग्राम 100 ग्राम	रु. 10 रु. 10 रु. 20 रु. 40 रु. 10 रु. 50 रु. 50 रु. 60 रु. 70 रु. 30 रु. 50 रु. 30 रु. 25
6.	साबुदाना खिचड़ी प्लेन खिचड़ी पोहा	200 ग्राम 200 ग्राम 100 ग्राम	रु. 50 रु. 30 रु. 20
7.	बिस्कुट मीठा/नमकीनप्रति पैकेट (अधिकतम मूल्य की सीमा में) (पारले/ब्रिटानिया/गुड-डे/अन्य ब्राण्डेड कम्पनी के)	प्रति पैकेट	As per MRP
8.	भोजन थाली (पैकिंग सहित) वेजीटेबल (पनीर/सीजनल) दाल (मूंग/चना/उड़द/तुवर/मिक्स) रायता पुलाव तवा चपाती रसगुल्ला बड़ा पापड़ (अचार, सलाद, पेपर नेपकीन, डि. चम्मच सहित )	प्रति थाली 100 ग्राम 100 ग्राम 100 ग्राम 100 ग्राम 5 नग एक नग	रु. 225/-

9.	राजस्थानी थाली (पैकिंग सहित)न्यूनतम तीन घंटे पूर्व सूचना/आदेश के उपरान्त ही आपूर्ति की व्यवस्था हो सकेगी। कत्त 2 नग (पंचदारी) बाफला 2 नग मसाला बाटी 1 नग दाल (उड़द/मूंग/तुवर) कढ़ी गट्टे की सब्जी पुलाव लहसून-प्याज, हरी चटनी, नींबू पापड़ (पेपर नेपकीन, डि. चम्मच सहित)	50 ग्राम 200 ग्राम 100 ग्राम 100 ग्राम 100 ग्राम 100 ग्राम 100 ग्राम 100 ग्राम 50 ग्राम	रु. 300 / -
10.	<b>साधारण भोजन थाली:-</b> ● वेजीटेबल (सीजनल अथवा दाल)-100 ग्राम तवा चपाती- 5 नग(बटर सहित) के अतिरिक्त तवा चपाती प्रति नग (With Butter, Standard Size) तवा चपाती प्रति नग (Without Butter, Standard Size) दाल प्रति प्लेट राजमा प्रति प्लेट सीजनल सब्जी विद पनीर प्रति प्लेट सीजनल सब्जी विदाउट पनीर प्रति प्लेट	प्रति थाली  प्रति नग प्रति नग 150 ग्राम 150 ग्राम 150 ग्राम 150 ग्राम	रु. 100 / -  रु. 10 / - रु. 8 / - रु. 50 / - रु. 50 / - रु. 90 / - रु. 70 / -
11.	आलू की सब्जी 100 ग्राम- 10 पुड़ी	प्रति थाली	रु. 60 / -
12.	शुद्ध पीने योग्य मिनरल वाटर - 1. 100 एम.एल. (पोली पेक) 2. 200 एम.एल. (पोली पेक) 3. 500 एम.एल. (पोली पेक) 4. 200 एम.एल. (पैकड बोतल) 5. 500 एम.एल. (पैकड बोतल) 6. 15 ली. (केम्पर) 7. 20 ली. (केम्पर)		As per MRP As per MRP As per MRP As per MRP As per MRP Rs. 15/- Rs. 20/-
13.	झाई फ्रुट्स (खुली बिक्री नहीं की जायेगी):- काजू/ किसमिश(दाख)/बादाम/पिस्ता सादा/पिस्ता नमकीन/चिरोंजी/अंजीर/अखरोट गीरी/छुआरा बड़ा/खोपरा/	प्रति कि.ग्रा.	As per MRP
14.	<b>मिठाई:-</b> <b>मावा में</b> सादा बर्फी गुप चुप <b>देशी घी में</b> बेसन लड्डू  <b>काजू में</b> काजू कतली  <b>बंगाली मिठाई</b> रसगुल्ला (स्पंजी) बिग साईज गुलाब जामुन (देशी घी)	प्रति कि.ग्रा. प्रति कि.ग्रा. प्रति कि.ग्रा.  प्रति कि.ग्रा.  प्रति कि.ग्रा. प्रति कि.ग्रा.	रु. 450 / - रु. 450 / - रु. 400 / -  रु. 800 / -  रु. 250 / - रु. 400 / -

## महत्वपूर्ण निर्देश :-

1. पेकड् आईटम की दरें एम.आर.पी. से अधिक स्वीकार्य नहीं होगी।
2. केन्टीन भवन की न्यूनतम किराया राशि @8000/- (अक्षरे रु. आठ हजार मात्र) प्रतिमाह निर्धारित है। प्रत्येक माह की समाप्ति पश्चात् आगामी माह की सात तारीख तक किराया लेखा शाखा में जमा कराकर रसीद/चालान की प्रति सामान्य प्रशासन अनुभाग में प्रस्तुत करनी होगी अन्यथा रु. 500/- पेनल्टी देय होगी। किन्ही तीन माह के दौरान विलंब से किराया जमा करवाने पर वार्षिक अनुबन्ध निरस्त कर नियमानुसार अग्रिम कार्यवाही की जा सकती है।
3. केन्टीन में अनुमोदित संवेदक द्वारा उपलब्ध कराई जाने वाली खाद्य सामग्री/आईटम का विश्वविद्यालय द्वारा गठित केन्टीन समिति द्वारा औचक निरीक्षण समय-समय पर किया जा सकेगा।
4. केन्टीन में उपयोग किये जाने वाले बिजली के उपकरणों पर उपभोग में ली गई बिजली की राशि का भुगतान सब मीटर रीडिंग अनुसार सम्पदा अनुभाग के माध्यम से गणना कर प्रचलित बिजली दरों की गणना बाद जारी बिल प्राप्ति के 07 दिवस में लेखा-शाखामें जमा कराकर रसीद सामान्य प्रशासन अनुभाग में प्रस्तुत करनी होगी अन्यथा बिल राशि के 01 प्रतिशत की शास्ति आरोपित की जावेगी, जिसे मूल बिल सहित जमा सुरक्षा राशि में से वसूल किया जावेगा। किन्ही तीन बार विलम्ब से बिजली बिल राशि जमा होने पर वार्षिक अनुबन्ध निरस्त कर नियमानुसार अग्रिम कार्यवाही की जा सकती है।
5. केन्टीन में साधारण जल व्यवस्था हेतु कनेक्शन विश्वविद्यालय द्वारा उपलब्ध करवाया जायेगा, जिसका किराया राशि रु.250/- प्रत्येक माह की 07 तारीख तक लेखा-शाखा में जमा कराकर रसीद सामान्य प्रशासन अनुभाग में प्रस्तुत करनी होगी। किन्ही अपरिहार्य कारणों से/तकनीकी खराबी से साधारण जल की आपूर्ति बाधित होने पर संवेदक को उक्त अवधि में अपने स्तर पर आवश्यक जल व्यवस्था करनी होगी।
6. खाद्य सामग्री को तैयार करने, सुरक्षित भण्डारण हेतु आवश्यक संसाधन एवं क्रोकरी व अन्य सामान जैसे :- बर्तन, ओवन, रेफ्रिजरेटर, डीप फ्रिजर, व्यावसायिक कुकिंग गैस, कैरासीन, फर्नीचर आदि की व्यवस्था संवेदक को स्वयं ही करनी होगी।

निविदा प्रपत्र के साथ संलग्न निबन्धन एवं शर्तें मेरे द्वारा पढ़ की गई है एवं मैं सभी शर्तों से सहमत हूँ।

दिनांक

हस्ताक्षर निविदादाता नाम एवं पूरा पता मय सील



# कोटा विश्वविद्यालय, कोटा

महाराव भीमसिंह मार्ग, कबीर सर्किल के पास, कोटा

## केन्टीन संवेदक के लिए निविदा की विशिष्ट शर्तें

1. ई-वित्तीय निविदा में केन्टीन संचालन के लिये उपलब्ध कराये जाने वाले केन्टीन भवन हेतु सर्वाधिक केन्टीन किराया देने वाली फर्म को केन्टीन ठेका दिया जायेगा।
2. बोलीदाता को समान प्रकृति के कार्य का निविदा जारी करने की तिथि से गतसात वर्ष में से एक वर्ष का अनुभव किसी राजकीय विभाग/विश्वविद्यालय/राजकीय उपक्रम/स्थानीय निकाय/ट्रस्टमें होना चाहिए।
3. केन्टीन का वार्षिक अनुबंध 1 वर्ष के लिये प्रभावी है। कार्य संतोषप्रद नहीं होने पर सात दिवस का नोटिस देकर ठेका रद्द कर दिया जावेगा एवं जमा कराई गई कार्य सम्पादन प्रतिभूति राशि जप्त करली जावेगी। अनुबंध की शर्तें आर.टी.पी.पी. नियम के तहत प्रभावी रहेगी।
4. खान पान में प्रयुक्त किये जाने वाले खाद्य पदार्थ आटा,तेल मसालें, सब्जियाँ, शुद्ध ताजा एवं अच्छी किस्म की होनी चाहिए। केन्टीन भवन के फर्श, टेबल कुर्सीयों की समुचित रूप से सफाई/सुरक्षा की व्यवस्था बोलीदाता को रखनी होगी। खाद्य सामग्री में किसी प्रकार की मिलावट/दूषित/बासी पाये जाने पर एवं केन्टीन में समुचित सफाई व्यवस्था न पाये जाने की स्थिति में विश्वविद्यालय अधिष्ठाता, छात्र कल्याण के संयोजन में गठितकेन्टीन समिति की रिपोर्ट पर आर्थिक दण्ड प्रथम जाँच पर रुपये 300/- तत्पश्चात् रुपये 500/- प्रति शिकायत वसूल किया जावेगा।
5. विश्वविद्यालय में आयोजित होने वाले कार्यक्रमों दैनिक क्रियाकलापों में कोटा विश्वविद्यालय, कोटा की ओर से मंगवायी जाने वाली सामग्री का भुगतान क्रेडिट बिल द्वारा करने पर देय होगा। संवेदक द्वारा किसी व्यक्ति को उधार बिक्री करने पर वसूलीकी जिम्मेदारी विश्वविद्यालय की नहीं होगी।
6. संवेदक द्वारा डिस्पोजल आईटम को निर्धारित कचरा पात्र में डलवाना होगा। इस हेतु दो बड़े डस्टबीन (गीले व सूखे कचरे हेतु अलग-अलग) रखने होंगे।
7. बोलीदाता को अपने कार्यालय/निवास का पूरा पता एवं उस व्यक्ति का नाम व पता जिसमें संविदा अवधि में किये गये कार्य हेतु सम्पर्क किया जावे, निश्चित रूप से देना होगा तथा कार्य समय के दौरान स्वयं या उसके प्रतिनिधि को उपस्थित रहना होगा ताकी निर्देशानुसार कार्य करवाया जा सकें। बोलीदाता/संवेदक द्वारा निविदा कार्यो का किसी भी दशा में सबलेट नहीं करेगा। ऐसा पाये जाने पर निविदा निरस्त की जाकर फर्म के विरुद्ध केन्टीन शर्तों के अनुसार कार्यवाही की जा सकेगी।
8. यह दर अनुबन्ध किसी न्यूनतम कार्यादेश की बाध्यता नहीं है। सक्षम अधिकारी द्वारा बोली में निर्दिष्ट मात्रा से कम के कार्यादेश दिये जाने पर भी बोलीदाता को किसी प्रकार की क्षतिपूर्ति देय नहीं होगी।
9. केन्टीन कार्य हेतु रखे गये श्रमिको के श्रम विभाग द्वारा निर्धारित न्यूनतम मजदूरी का भुगतान करना होगा। जिसकी पूर्ण जिम्मेदारी संवेदक की होगी। श्रमिको को प्रचलित प्रवाधानों के अनुसार ESI,PFआदि श्रम कानूनों के अनुसार पूर्ण लाभ व सुविधाएँ देने की जिम्मेदारी संवेदक की होगी।
10. निविदादाता को निम्न दस्तावेज तकनीकी बिड के साथ संलग्न करने होंगे :-
  1. व्यक्तिगत स्वामित्व नहीं होने की स्थिति में पार्टनर/जोइंट वेन्चर होने पर सम्बन्धित साक्ष्य/दस्तावेज सक्षम अधिकारी से जारी किये हुए होने चाहिए अन्यथा उन पर विचार नहीं किया जावेगा।
  2. पार्टनरशिप फर्म के रजिस्ट्रारफर्म के यहां पंजीकृत होने की स्थिति में पंजीयन क्रमांक एवं सम्बन्धित प्रमाण पत्र।
  3. एकल स्वामित्व की स्थिति में कार्यालय एवं निवास का पता एवं टेलीफोन नम्बर।
11. सभी प्रकार के टैक्स इत्यादि के भुगतान का दायित्व बोलीदाता का होगा।
12. निविदादाता नियमानुसार अर्थात् राजस्थान खाद्य पदार्थ मिलावट रोक नियम 1954 के अन्तर्गत तथा खाद्य सुरक्षा एवं मानक अधिनियम 2006 के अन्तर्गत लाइसेन्सधारी होना चाहिए। बिना लाइसेन्स के निविदा स्वीकार नहीं की जावेगी एवं समय-समय पर जारी खाद्य नियामक प्रावधानों की पूर्ति किया जाना अनिवार्य होगा।

13. केन्टीन ठेकेदार को केन्टीन प्रातः 08:00 बजे से रात 08:00 बजे खुली रखकर सर्विस देनी होगी, जिसकी व्यवस्था के लिए अपेक्षित सभी प्रकार के सामानों (चाय, नमकीन, बिस्कुट, खाना आदि) एवं खाद्य सामग्री का प्रबन्ध ठेकेदार को स्वयं अपनी ओर से करना होगा। निर्धारित पेय/खाद्य सामग्री के अभाव में विश्वविद्यालय प्रशासन द्वारा गठित केन्टीन समिति के निरीक्षण व उसकी सिफारिश के फलस्वरूप प्रस्तावित जुर्माना राशि का निर्धारण किया जाकर देय बिल से वसूल किया जावेगा।
14. केन्टीन ठेकेदार को राजस्थान खाद्य पदार्थ मिलावट रोक नियम 1954 तथा खाद्य सुरक्षा एवं मानक अधिनियम 2006 के नियमों की पालना सुनिश्चित करते हुए अल्पाहार गृह में पूर्ण स्वच्छता एवं हमेशा केन्टीन में पर्याप्त मात्रा में स्वच्छ व ताजा सामान रखना होगा। यदि बासी या खराब सामान पाया गया तो उस सामान को विश्वविद्यालय प्रशासन द्वारा अधिकृत केन्टीन समिति द्वारा नष्ट कर दिया जायेगा और शर्तों के अनुसार आर्थिक दण्ड आरोपित किया जावेगा तथा उसकी सुरक्षा राशि भी जब्त की जा सकती है साथ ही विश्वविद्यालय की ओर से केन्टीन सफाई आदि की व्यवस्था के लिए किसी भी तरह की सहायता देय नहीं होगी तथा अल्पाहार गृह में केन्टीन कर्मचारी स्वच्छता का पूर्ण ध्यान रखें तथा यूनिफॉर्म में रहें। केन्टीन परिसर एवं उसके आस-पास की जगह की साफ-सफाई एवं केन्टीन से निकलने वाले कचरों का निस्तारण स्वयं ठेकेदार को निर्देशित चिह्नित स्थान (कैम्पस के बाहर) पर करवाना होगा।
15. प्रशासनिक भवन के पीछे की ओर स्थित नवनिर्मित केन्टीन भवन का न्यूनतम किराया रु. 8000/- प्रतिमाह (अक्षरे रु. आठ हजार मात्र) निर्धारित है।
16. बिजली का उपयोग केवल प्रकाश, पंखे, फ्रीज आदि के लिए किया जावेगा ना कि खाना, चाय आदि बनाने के लिए। इसके लिए केन्टीन में बिजली का सबमीटर विश्वविद्यालय द्वारा स्थापित किया जावेगा। बिजली के सबमीटर की वास्तविक यूनिट के आधार पर विश्वविद्यालय द्वारा निर्धारित की गई दर के आधार पर ठेकेदार को भुगतान करना होगा। बिजली से चाय, खाना आदि बनाते हुए पाये जाने पर राशि रु. 500/- प्रति शिकायत शास्ती आरोपित की जावेगी।
17. केन्टीन ठेकेदार को केन्टीन में चाय, नाश्ता व भोजन आदि बनाने के लिए ईंधन की सुविधा हेतु स्वयं का कार्मशियल गैस कनेक्शन रखना होगा। गैस प्रयोग के सभी आवश्यक दिशा-निर्देशों की पालना करनी होगी। यदि किसी असावधानी के कारण दुर्घटना होती है तो उसकी समस्त जिम्मेदारी स्वयं ठेकेदार की होगी।
18. केन्टीन के लिये विश्वविद्यालय द्वारा उपलब्ध करवाये गये समस्त सामानों **यथापखें, वाटर कूलर आदि के रख-रखाव की पूर्ण जिम्मेदारी स्वयं ठेकेदार की होगी।** किसी भी प्रकार के सामान गुम/टूट-फूट होने की दशा में उसकी कीमत केन्टीन ठेकेदार से वसूल की जावेगी।
19. खाद्य पदार्थों पर किसी प्रकार की सब्सीडी (अनुदान) विश्वविद्यालय द्वारा देय नहीं होगी।
20. केन्टीन ठेके की अवधि स्वीकृति की तिथि से एक वर्ष की होगी, अर्थात् ठेका केन्टीन चालू करने की तिथि से एक वर्ष तक की अवधि के लिए प्रभावी रहेगा। जिसे विश्वविद्यालय द्वारा विशेष परिस्थिति में संतोषप्रद सेवाओं की दशा में केन्टीन समिति/क्रय समिति की अनुशंसा एवं सक्षम स्वीकृति उपरान्त नियमानुसार बढ़ाया जा सकेगा।
21. नशीले पदार्थ जैसे:- बीड़ी, सिगरेट, गुटखा, शराब आदि अल्पाहार गृह में रखना या बेचना कानूनी अपराध होगा, नशीले पदार्थ पाये जाने पर ठेकेदार के विरुद्ध सख्त कार्यवाही की जावेगी।
22. केन्टीन ठेकेदार द्वारा केन्टीन में सामानों की बिक्री विश्वविद्यालय कर्मचारियों एवं बाहरी व्यक्तियों को विश्वविद्यालय द्वारा अनुमोदित/स्वीकृत दरों पर ही की जावेगी, जिसकी सूची केन्टीन हॉल में सूचना पट्ट पर लगानी होगी स्वीकृत दर से अधिक राशि पर सामान बिक्री पाये जाने पर स्वीकृत दर से दोगुनी राशि ठेकेदार से वसूल की जावेगी।
23. केन्टीन ठेकेदार को विश्वविद्यालय द्वारा दिये गये निर्देशों/आदेशों की पालना करनी होगी और यदि वह ऐसा करने में जान-बूझकर लापरवाही बरतेगा/उल्लंघन करेगा, ठेका शर्तों की पालना नहीं करेगा अथवा किसी भी गुटबाजी/गुटबन्दी को प्रोत्साहित करेगा तो कुलपति, कोटा विश्वविद्यालय, कोटा को यह अधिकार होगा कि वह अनुबन्ध को तुरन्त समाप्त कर सकेगा। साथ ही यदि ठेकेदार कार्य बीच में छोड़कर जाता है तो जमानत राशि जब्त कर ली जावेगी तथा नियमानुसार कार्यवाही की जा सकेगी।

24. बोलीदाता को बोली प्रपत्र में अपनी फर्म/कम्पनी का नाम, पूर्ण पता, दूरभाष, मोबाइल नम्बर एवं ईमेल पता अंकित करना होगा।
25. तकनीकी निविदा प्रपत्र के साथ चैक लिस्ट में दर्शाये गये वांछित दस्तावेज एवं बोली प्रतिभूति राशि संलग्न की जानी आवश्यक है। वांछित दस्तावेज एवं बोली प्रतिभूति राशि के अभाव में तकनीकी निविदा अस्वीकृत की जा सकेगी।
26. तकनीकी रूप से योग्य निविदादाताओं की ही वित्तीय निविदा खोली जायेगी।
27. खाद्य एवं पेय सामग्री हेतु तेल, मैदा, दूध आदि अच्छी क्वालिटी का काम में लेना होगा तथा खाद्य सामग्री के निर्माण में शुद्ध खाद्य तेल ही प्रयोग में लेना होगा। बिक्री योग्य खाद्य सामग्री ढक कर रखनी होगी।
28. केन्टीन में खाद्य पदार्थों को कीड़े-मकौड़ों, मक्खियों आदि से सुरक्षित रखने हेतु Fly Catcher Machine लगानी होगी।
29. खाद्य सामग्री को तैयार करने, सुरक्षित भण्डारण हेतु आवश्यक संसाधन एवं क्रोकरी व अन्य सामान जैसे बर्तन, ओवन, रेफ्रिजरेटर, डीपफ्रिजर, व्यवसायिक कुकिंग गैस, कैरोसीन, फर्नीचर आदि की व्यवस्था संवेदक को स्वयं ही करनी होगी।
30. सामान्यतः राजपत्रित अवकाश एवं विश्वविद्यालय अवकाश के दिन केन्टीन बन्द रखी जायेगी। लेकिन आवश्यकतानुसार विश्वविद्यालय प्रशासन से निर्देश प्राप्त होने पर रविवार एवं अन्य अवकाश को भी केन्टीन में जलपान की व्यवस्था रखनी होगी।
31. ठेकेदार को फूड सेफ्टी एवं स्टैण्डर्ड एक्ट 2006 एवं Regulation 2.1.2 of the Food Safety and Standards (Licensing and Registration of Food Businesses) Regulations, 2011के अन्तर्गत पंजीयन होना चाहिये तथा केन्टीन का लाइसेंस स्वयं के स्तर पर अधिकृत अधिकारी (मुख्य चिकित्सा एवं स्वास्थ्य अधिकारी)से ही प्राप्त करना होगा तथा बाट व तराजू माप तौल विभाग के नियमानुसार रखने होंगे।
32. संवेदक को केन्टीन सेवाओं के सम्बन्ध में एक आगन्तुक पुस्तिका संधारित करनी होगी, इसमें जो केन्टीन सुविधाओं का उपभोग करते हैं उनसे संतोषजनक/असंतोषजनक होने के सुझाव/प्रतिक्रिया दर्ज करानी होगी।
33. केन्टीन का कभी भी कुलसचिव अथवा उनके प्रतिनिधि अथवा इस प्रयोजनार्थ गठित समिति के सदस्यों द्वारा सामग्री क्वालिटी का निविदा शर्तों के अनुसार केन्टीन संचालन का निरीक्षण किया जा सकता है।
34. किसी कारणवश यदि केन्टीन बन्द रखना है तो उसकी सूचना विश्वविद्यालय को करनी होगी, यदि बिना पूर्व सूचना केन्टीन बंद रखने की स्थिति में रुपये 150/- प्रतिदिन के हिसाब से शास्ती आरोपित की जायेगी।
35. वार्षिक अनुबन्ध के अन्तर्गत संवेदक की संतोषप्रद सेवाएं ना मिलने पर केन्टीन का ठेका सुनवाई का अवसर प्रदान करते हुए दोषी पाये जाने पर अनुबन्ध की अवधि समाप्ति से पूर्व सुरक्षा राशि जब्त करते हुए निरस्त करने का अधिकार विश्वविद्यालय को होगा।
36. वार्षिक अनुबन्ध की अवधि में किसी भी वस्तु की दरें बढ़ाने हेतु संवेदक द्वारा की गई प्रार्थना स्वीकार नहीं की जावेगी।
37. केन्टीन में आगजनी, तोड़-फोड़, चोरी या अन्य नुकसान होने की स्थिति में संवेदक स्वयं उत्तरदायी होगा।
38. अन्य सुसंगत उपाबन्ध राजस्थान लोक उपापन अधिनियम 2012 एवं नियम 2013 में यथा वर्णितानुसार एवं अन्य सम्यक नियम निविदा पर लागू होंगे तथा संवेदक को राजस्थान किराया नियंत्रण अधिनियम के प्रावधानों की भी पालना सुनिश्चित करनी होगी।
39. किसी भी प्रकार का विवाद/विरोधाभास उत्पन्न होने पर न्याय क्षेत्र कोटा होगा।

कोटा विश्वविद्यालय द्वारा जारी की गई केन्टीन कार्य की निविदा सूचना के निविदा प्रपत्र में वर्णित सभी निबंधन एवं शर्तों से बाध्य होना स्वीकार करते हैं। इनके सभी पृष्ठों पर हमारे द्वारा स्वीकार किये जाने के प्रमाण में हमने हस्ताक्षर कर दिये हैं।

हस्ताक्षर निविदादाता नाम एवं पूरा पता मय सील





# University of Kota, Kota

## कोटा विश्वविद्यालय, 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-biding, 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.

	<p>(iii) Warranty/Guarantee Clause: - The bidder would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of ..... days/months from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of .....days/months, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Procurement Entity in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/ articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The bidder shall if so called upon to do, replace the goods, etc. or such portion thereof as is rejection by the Procurement Entity, otherwise the bidder shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Procurement Entity in that behalf under this contract or otherwise.</p> <p>(iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the bidder shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and 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>INSPECTION:-</p> <p>(a) The Procurement Entity or his dully authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/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>Samples: -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.	Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in University of Kota, Kota laboratories and reputed testing house like MSME Testing Station, Jaipur etc. and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such test.
19.	<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 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.	<p><b>Bid Security (B.S.):-</b></p> <p>(a) Bid shall be accompanied by Bid Security @ 2% of estimated value of the bid, without which bids will not be considered. The amount should be deposited in either of the following forms in favour of University of Kota, Kota:-</p> <p>(i) Bank Draft/Bankers Cheque/ Bank Guarantee in specified format of the scheduled Bank.</p> <p>(ii) Bid Security must remain valid 30 days beyond the original or extended validity period.</p> <p>(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 &amp; signing of Agreement.</p> <p>(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.</p> <p>(d) The central Government and Government of Rajasthan undertakings need not furnish any amount of Bid Security. However, they shall have to furnish a bid securing declaration as per rule 42 of RTPP Rules, 2013.</p> <p>(e) The Bid Security/Performance Security money deposit lying with the Department/office in respect of other bids awaiting approval or rejected or on account of contracts being completed will not be adjusted towards Bid Security/Performance Security money for the fresh bids. The Bid Security may however, be taken into consideration in case bids are re-invited.</p>
28	<p><b>Forfeiture of Bid Security:-</b> The Bid Security will be forfeited in the following cases:</p> <p>(a) When bidder withdraws or modifies its bids after opening of bids;</p> <p>(b) When bidder does not execute the agreement if any, after placement of supply/work order within specified time;</p> <p>(c) When the bidder fails to commence the supply of the goods or service or execute work as per supply/work order within the time specified;</p> <p>(d) When the bidder does not deposit the performance security within specified period after the supply/work order is placed; and</p> <p>(e) If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of RTPP rules.</p>
29.	<p><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> <p>a. Bank Draft or Banker's Cheque of a scheduled bank;</p> <p>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.</p> <p>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.</p> <p>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.</p>

	<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 RTTP 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> <p>(a) When any terms and conditions of the contract is breached.</p> <p>(b) When the bidder fails to make complete supply satisfactorily.</p> <p>(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.</p> <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 RTTP 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 RTTP 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="337 1675 1458 1822"> <tr> <td>Delay up to one fourth period of the prescribed delivery period</td> <td>2½%</td> </tr> <tr> <td>Delay exceeding on 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, from the same immediately on occurrence of the hindrance but not after the stipulated</p>	Delay up to one fourth period of the prescribed delivery period	2½%	Delay exceeding on 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 on 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%								

	<p>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>
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 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.</p>
34.	<p><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.</p> <p>Any recovery on account of LD charges/ risk &amp; cost charges in respect of previous rate contracts/supply orders placed on them by the University of Kota can also be recovered from any sum accrued against this e-Bid after accounting for untied sum or due payment sum lying with the University of Kota against previous rate contract/supply orders. Firm will submit details of pending amount lying with the University of Kota but decision of the University of Kota regarding authenticity of sum payable will be final.</p>
35	<p><b>Price Fall Clause:-</b></p> <p>(i) The prices under a rate contract will be subject to price fall clause. The price charged for the supply of goods / items under the contract by the successful Bidder will in no event exceed the lowest price at which the successful Bidder sells the supply of goods / items of identical description to any other person in the state during the period of contract.</p> <p>(ii) If at any time during the said period, the contractor reduces the sale price of such supply of goods / items sells such supply of goods / items to any other person at a price lower than the price chargeable under the contract he will forthwith notify such reduction of sales to the University of Kota and the price payable under the contract for the supply of goods / items supplied after the date of coming into force of such reduction of sale will stand correspondingly reduced. The successful Bidder will furnish certificate in the manner required by the University of Kota to the effect that the provision of this clause has been duly complied with respect to supplies made or billed for up to the date of certification.</p> <p>(iii) If at any time during the period of contract, the price of bided items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder will be bound to inform ordering authority immediately about it. Ordering authority empowered to</p>

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

If the Bidder that submitted the lowest evaluated Bid does not 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:

# कोटाविश्वविद्यालय, कोटा

महारावभीमसिंहमार्ग, कबीरसर्किल के पास, कोटा

## (पार्ट-ब) : वित्तीय प्रस्ताव (केवल ऑनलाईन प्रस्तुत करने हेतु)

- कार्य का नाम ..... केन्टीन संचालन हेतु वार्षिक अनुबन्ध के अन्तर्गत  
टेके पर कार्य सम्पादन हेतु।
- निविदा प्रस्तुत करने वाली फर्म का नाम .....  
एवं पता .....

Sl. No.	Description	Proposed Rent Per Month (In Rs.)	Total Amount
1	2	3	4
1	वार्षिक अनुबन्ध के अन्तर्गत कैन्टीन संचालन हेतु कैन्टीन भवन का प्रस्तावित किराया		

Only to be filled Online

निविदादाता के हस्ताक्षर मय मोहर