

Tender Document



Name of work :- “Annual all in all Comprehensive maintenance Contract of Air Conditioners installed in various buildings of Kota University of Kota.” for the one year

Ref:-E- NIB/UOK/ NO:- 27/2024-25

Bid Submitted by

Name:- -----

Address:- -----

Contact No. :- -----

Email ID:- -----



University of Kota, Kota

MBS Marg, Near Kabir Circle, Kota.

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



DOCUMENTS TO BE ATTACHED IN TECHNICAL BID ENVELOPE

Ref:- E-NIB/UOK NO:- 27/2024-25

1.	Bid for (Name of work for which the tender is submitted).	“Annual all in all Comprehensive maintenance Contract of Air Conditioners installed in various buildings of Kota University of Kota.” for the one year
2.	NIB Dispatch No & Date.	No. 8308 dated 26/12/2024
3.	Address of Procurement Entity.	Registrar, University of Kota, Kota Contact No 07442472934 Email Id :- Registrar@uok.ac.in
4.	Copy of Registration with any Engg. govt. Deptt./govt. Undertaking in relevant category	
5.	PAN Card No. (Copy shall be enclosed).	
6.	GST registration no. (Copy shall be enclosed).	
7.	Electrical Contractor License Copy	
8.	P.F. Registration Copy	
9.	The tender fee amounting to Rs.1000/- has been deposited vide Demand Draft in favour of Registrar, University of Kota.	Demand Draft Number..... Bank Dated.....
10.	The bid security / Earnest money of RS. 36120.00/- has been deposited vide Demand Draft in favour of Registrar, University of Kota.	Demand Draft Number..... Bank Dated.....
11.	The RISL fee amounting to Rs. 500./- has been deposited vide Demand Draft in favour of M.D. RISL Jaipur.	Demand Draft Number..... Bank Dated.....
12.	copy of experience certificate equal to the 50% of the NIB amount of similar nature of work issued by competent authority of any Govt. Department or Govt. Undertaking or autonomous body of govt.(Copy shall be enclosed).	
13.	Affidavit on Non Judicial stamp paper of Rs 100/-, regarding trueness of facts / information provided in for tender	
14.	Annexure A, B, C, D, General condition and SPECIAL CONDITIONS duly signed on each page shall be enclosed.	

Enclosures :-

- (i) **Copy of Photo ID Proof, PAN Card, GST registration Copy,**
- (ii) Copy of Registration with any Engg. govt. Deptt./govt. Undertaking in relevant category
- (iii) Electrical Contractor License Copy
- (iv) P.F. Registration Copy
- (v) **Work experience certificate issued by the competent authority.**
- (vi) **Annexure A, B, C, D, General condition and SPECIAL CONDITIONS duly signed on each page .**
- (vii) **Bid Security/Earnest money, Tender Fee, Processing Fee and Affidavit on Non Judicial stamp paper of Rs 100/-, regarding trueness of facts / information provided in for tender as above.**

Signature of the bidder with Seal & Mob. No.

Instructions to BIDDERS

Subject: “Annual all in all Comprehensive maintenance Contract of Air Conditioners installed in various buildings of Kota University of Kota.” for the one year

1. **Scope of Work:** The scope of the work under this contract covers “Annual Repair & maintenance work of Air conditioners installed in various buildings AT UNIVERSITY OF KOTA , KOTA” & execution of items as stipulated in **BOQ . All Air conditioners (of different MAKE & of type split, window, cassette, duct able) installed in various buildings of university as per details will be handed over to the contractor “on As is Where is basis(whether they are in working condition or not)” and contractor has to repair & maintain all AC’s in working condition all the time during the year .**
2. Tender documents shall be submitted wholly without detaching any part.
3. Tenders shall be for the entire scope of the work mentioned in the tender documents.
4. All the pages of tender documents shall be signed by the tender.
5. If by any reason the tender opening is postponed to any other date, the details will be displayed on web site <http://eproc.rajasthan.gov.in>. Bidder shall see the web site <http://eproc.rajasthan.gov.in> regularly and keep themselves informed in this matter.
6. Before quoting rates, the bidders may contact the “University” and fully understand the job, scope of works, unit of measurements, mode of measurements, , working conditions, shut down arrangements, labour deployment requirements, risk contingencies, and such other factors which may affect their tender. The contractor should visit the site and acquaint himself with the site conditions before quoting rates for the work .He should also sign every page of the tender document in token thereof.
7. Tender document is available on <http://eproc.rajasthan.gov.in>, www.uok.ac.in, <http://sppp.rajasthan.gov.in>
The tenders shall study and understand the same before quoting rates on website <http://eproc.rajasthan.gov.in>.
8. Tenders shall be kept open for acceptance for a period of 3 months from the date of opening of tender.
9. **EARNEST MONEY (EMD)/Bid Security ,RISL FEES, Tender fees:-**
 - (i) **Demand Draft of Bid security /earnest money payable in favour of Registrar, University Kota, Kota.**
 - (ii) Separate demand draft of RISL fees in favour of MD RISL JAIPUR which is non refundable.
 - (iii) Similarly separate demand draft for Tender fees (Drawn in favour of REGISTRAR UNIVERSITY OF KOTA, KOTA) which is also non refundable.All Demand Draft shall be valid for a period of three months from the tender opening date.
10. **MODE OF SUBMISSION OF TENDER----** The offer shall be submitted in 2(two) envelopes System on website <http://eproc.rajasthan.gov.in> . **FIRST ENVELOPE** super-scribed as **TECHNICAL BID ENVELOPE-1** with name of work, name of the contractor, tender notice number should contain the copies of all DD”s as mentioned in the tender notice and pre-qualification documents, criteria eligibility/experience and other relevant documents as mentioned in the tender document

11. **SECOND ENVELOPE-2 should contain price bid in its prescribed format of BOQ items in percentage FORMAT.**
12. **Original DD'S OF TENDER FEE, RISL FEES & the original D.D. of bid security/earnest money and ORIGINAL affidavit on Non Judicial stamp paper of Rs 100/-, regarding trueness of facts / information provided in for tender has to be submitted in the office of " THE REGISTRAR UNIVERSITY OF KOTA KOTA" before date & time prescribed in NOTICE INVITING TENDER i.e 15/01 /2025 upto 5.00 PM.**

The first cover TECHNICAL BID ENVELOPE-1 shall be opened only for the bidder who have submitted **Original DD's OF TENDER FEES, RISL FEES & bid security/EARNEST MONEY IN THE OFFICE OF THE REGISTRAR UNIVERSITY OF KOTA, KOTA BEFORE DATE & TIME PRESCRIBED IN NOTICE INVITING TENDER** and only on satisfying the eligibility criteria & money adequacy of cost of tender document, Earnest money etc., placed in it then only second cover (**ENVELOPE-2**) containing the price bid i.e. **BOQ** will be opened.

13. **The date and time of opening of the price bid along with names of successful tenders in pre-qualification will be subsequently displayed on the <http://eproc.rajasthan.gov.in> only and no individual communication to tenders will be made.**
14. The documents submitted in the first envelope by the tenders in respect of pre-qualification criteria are final and no further correspondence/clarifications/submission in this regard shall be entertained.
15. Scope of work, Bill of Quantities (BOQ), terms and conditions given in the tender documents (placed on the web site) are final. On verification at any time whether the tender is successful or not, if any of the documents submitted by the tender including the documents down-loaded from website are found tampered/altered/incomplete, they are liable for action like rejection of the tender, cancellation and termination of Contract, debarring etc., as per rules of the UNIVERSITY & RTPP RULES 2013.
16. **The University of Kota, Kota reserves the right to accept/reject any or all tenders either in part or in full or to split up and award the work to more than one agency without assigning any reasons thereof and without any liability to University of kota, kota.**
17. If it comes to the notice of university of Kota at any stage right from request for tender document that any of the certificates/document submitted by bidders are found to be false/fake/doctored, the party will be debarred from participation in all university tenders for a period of 02 years including termination of contract, if awarded. EMD/Security Deposit, etc if any will be forfeited. The contracting Agency in such cases shall make good to university any loss or damage resulting from such termination. Contracts in operation anywhere in university will also be terminated with attendant fall-outs like forfeiture of EMD/ Security Deposit, if any, and recovery of risk and cost charges, etc. The tender documents and other details can be down-loaded from web site and the same are to be submitted on <http://eproc.rajasthan.gov.in>.
18. **MINIMUM ELIGIBILITY CRITERIA:-** The bid for those bidder shall only be considered as responsive who fulfills following eligibility criteria:-
 - i. **The bidder shall be registered with any Engg. govt. Deptt./ govt. Under taking in relevant category. registration should be live .**
 - ii. **Demand Draft of Bid security /earnest money DD Rs. 36120/- payable in favour of Registrar, University Kota, Kota,**
 - iii. **Demand Draft of tender fees DD Rs. 1000/- payable in favour of Registrar, University Kota, Kota & RISL Fees DD Rs. 500/ in favour of M.D. RISL. Jaipur**

- iv. The bidder should have satisfactorily completed similar projects as defined having single work order total amounting to 50 % of tender amount. Similar projects in Institutional projects of central/state Govt./Govt. undertaking of similar nature i.e. repair and maintenance of all types of Air conditioners/installation of air conditioners. Copy of the work orders and successful completion certificates of employer must be submitted with the bid.
- v. Copy of Registration Certificate under GST.
- vi. Copy of PAN NO.
- vii. Electrical Contractor License Copy
- viii. P.F. Registration Copy
- ix. Bidders are required to submit affidavit on Non Judicial stamp paper of Rs 100/-, regarding trueness of facts / information provided in for tender.

The Request for Proposal shall have to be submitted in two envelope system i.e.

- I Technical bid --- (Containing all self certified copies of eligibility criteria I to Vii above)
- II Financial bid ---- **BOQ is in percentage rate format**

The Interested bidders may submit their on-line

The separate Demand Drafts drawn in favour of "Registrar, University of Kota, Kota" payable at Kota towards the cost of Tender Fee and RISL Processing Fee (Non-refundable) shall be in favour of "Managing Director, RISL" payable at Jaipur and bid security/ EARNEST MONEY demand draft (refundable) drawn in favour of "Registrar, University of Kota, Kota" payable at Kota. These original demand drafts & affidavit on Non Judicial stamp paper of Rs 100/-, regarding trueness of facts/information provided in for tender must reach physically in the office of Procurement Entity, i.e. REGISTRAR University of Kota, Kota. on or before last date as mentioned in notice inviting E-bid, failing which bids shall not be considered.

The Technical bid shall be opened on the **day 16/01/2025** at **3.00 P.M.** (in the same office) in the presence of bidders who wish to be present. Time & date of opening the financial E-bid of Technically qualified bidders, as above, will be intimated by the university.

SIGNATURE OF BIDDER WITH SEAL

GENERAL CONDITIONS OF CONTRACT

These conditions of contract shall be read in conjunction with the other contract documents, ANNEXURE A to D, Special conditions, Specifications, preamble to bill of quantities, bill of quantities.

1.0 INTERPRETATION OF CONTRACT DOCUMENTS

In case any portion of the contract documents is repugnant to or at variance with any provisions of the 'Special Conditions of Contract' and 'General Conditions of Contract' and or with the other documents, the documents that shall prevail over the other shall be as detailed hereunder:

- (i) Special Conditions of Contract & provisions of General Conditions of the Contract and BOQ shall be binding to the contractor.
- (ii) Between two issues of same document, the document revised or reissued as of the later date shall prevail.
- (iii) In case of any conflict of meaning either in the same document or between other documents (other than the above stipulations), the UNIVERSITY decision will be final, binding and conclusive.

2.0 SCOPE OF WORK/COVERAGE OF CONTRACT

- 2.1 The Contract for the work is a complete one for all materials, labour and workmanship with the contractors overhead and profit, including all temporary works and the provisions and use of construction/fabrication/erection equipment, tools, tackles,& taxes etc. It will be contractor's responsibility to do all the works and incidentals for quality execution and handing over to the employer the completed works according to the specifications and directions of the Engineer at Contractor's cost.

3.0 MATERIALS BY EMPLOYER

No material shall be issued by the Employer for the work. However, if any material, which is in the opinion of the Engineer, is required to be issued by the Employer subject to availability at the rates fixed by the Employer from time to time and on written request from the contractor. The cost of these materials shall be deducted from the bills. It may be understood that such issues will be made purely at the discretion of the Employer.

4.0 MATERIALS BY CONTRACTOR :

All materials required for the works and under the scope of the contractor's supply shall conform to the relevant specifications and or as per Bureau of Indian standards and shall be arranged and procured by the contractor at his own cost., All such materials shall be subject to inspection and approval by the Employer from time to time and the contractor shall provide all facilities for its inspection free of cost. The Engineer will reject such materials which do not conform to the specifications and no claims for compensation on this account will be entertained.

Non-supply/Delays, if any in the supply of committed materials by the Employer will not form the basis of any claim whatsoever by the contractor except for cost of such materials on actual basis if procured by the contractor with the permission of employer

All materials and workmanship shall conform to the specifications issued from time to time. In case if any item is not covered by the specifications, so issued it shall conform to the relevant Bureau of Indian Standard and or as directed by the Engineer.

Unless specifically mentioned otherwise, all applicable codes and standards published by Bureau of Indian Standards and all other such documents (as may be published by IS from time to time and existing) shall govern the WORK.,

5.0 Successful bidder will have to execute agreement on the prescribed format on his cost on non judicial stamp paper as per work order amount @ 0.25% & Security deposit at the rate of 5% of the value of the work order amount as per rules within 10 days of issue or the work order. Security deposit may be deposited in the form of cash, bank guarantee or FDR of nationalized bank only in favour of REGISTRAR UNIVERSITY OF KOTA which shall be valid for fourteen months from date issue of work order. FDR of nationalized bank shall be in the name of REGISTRAR UNIVERSITY OF KOTA on account of bidder and discharged by the bidder in advance. Bidder has to furnish an undertaking from the bank to make payment premature payment of the Fixed Deposit Receipt on demand to the REGISTRAR UNIVERSITY OF KOTA without requirement of consent of the bidder concerned. In the event of forfeiture of the Security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit. An additional Security deposit equal to fifty percent of unbalanced bid amount shall also be given by successful bidder in case of unbalanced bid before execution of agreement which shall be valid for 14 months from date of agreement. The additional Security deposit may be deposited in the form of demand draft, bankers cheque, government securities or bank guarantee. Explanation for unbalanced bid & unbalanced bid amount is as under ---

- 1. Unbalanced bid means any bid below more than fifteen percent of estimated bid value.**
- 2. Estimated Bid value means value of work mentioned in bidding document by the procuring entity.**
- 3. Unbalanced bid amount means positive difference of eighty five percent of estimated bid value minus bid amount quoted by the bidder.**

6.0 TIME FOR COMPLETION/DURATION OF CONTRACT

The duration of contract for the entire work shall be **ONE YEAR** from the date of issue of work order. The work covered under the contract is to be executed in a well coordinated and in a Sequential manner so as to give fronts for work to other agencies in the area. With this objective, the contractor has to execute the works as per the approved time schedule set by the UNIVERSITY and the contractor shall make all necessary arrangements including planning for executing the work in all shifts and also on Sundays and holidays as per the requirement to keep to the time schedules and to maintain commissioning schedules of the work. In some cases, the work may have to be carried out intermittently. No extra payments will be made on these accounts by the employer.

7.0 PROGRESS REPORTS :

The contractor shall submit to the UNIVERSITY in the prescribed form and at regular intervals as required by the Engineer, the details of progress of work executed in addition to all other reports and returns to be submitted as per the statutory obligations and/or as per the other conditions of the contract and/or as directed by the UNIVERSITY.

The contractor shall execute the work to the satisfaction of the UNIVERSITY and strictly adhere to the time schedules.

Any addition, alteration or modifications in the time schedule or specifications given in writing by the UNIVERSITY will be final, binding and conclusive on the contractor.

If at any time the Employer finds that any particular work/works is/are not progressing properly according to the approved detailed programme, the Employer will have the right to take over the particular work/works for execution by himself or through any other agency at the risk and cost of the contractor.

8.0 AUTHORISED AGENT

The contractor shall have a duly authorised agent at site from the commencement to the completion of the work. Such agent shall be authorised to act on behalf of the Contractor, to accept notices under the contract and to agree to extra and varied items of works and rates for the same. Any notice under the contract shall be deemed to have been served on the contractor if served upon such agent at site or sent by registered letter to the agent's address. The agent shall not be changed (unless required by the Engineer) and continued till completion of the contract .

The contractor shall send at his own cost and duly authorised competent representative to meet the employer at his office at KOTA in connection with work whenever called upon to do so by the employer or engineer and any instructions, directions or explanations given by the employer or by the engineer to such representatives shall be deemed to have been given to the contractor for compliance.

9.0 EQUIPMENT AND TOOLS

The Contractor shall make his own arrangements for all equipment, tools, etc for all the works covered in the contract. He shall state herein attached, the type and number of different equipment in good working condition, with their capacities, etc which will be used for the works to ensure the completion of the works in the specified time.

All equipment plant and tools once brought by the contractor to the site are not to be removed from the site without the written permission of the engineer. Also the contractor shall promptly arrange spare parts, consumables, fuel, lubricants, etc for the equipment etc on the site as and when necessary at his own cost.

If in the opinion of the engineer, the tools, tackles, plant and equipment, etc brought to site or arranged by the contractor , are not sufficient or/are inadequate, the engineer shall have the right to direct the contractor and the contractor shall comply with the directions, and arrange to bring such additional tools, tackles, plant and equipment, instruments, etc, to the site and employ the same for the work at his own cost.

10.0 COOPERATION WITH OTHER CONTRACTORS AND EMPLOYER' PERATION DEPARTMENT :

The contractor shall plan and execute his work in phased manner as directed by the Engineer from time to time and shall fully cooperate with other agencies working at site simultaneously as well as with the employer's operation department so as not to obstruct or retard the work being simultaneously executed by other agencies and the plant operation in any way. The decision of the Engineer is final and binding on all the parties concerned.

11.0 TAXES, DUTIES AND GST:

The rates quoted shall be inclusive of all types of taxes, levies, duties & GST, etc. and no claim whatsoever on this account will be admissible. Also GST, IT, MINING TAX if any, as per the direction of State/Central Government on work contract shall be deducted from the bills of the Contractor. Necessary receipt to this effect will be issued to the contractor.

12.0 DEDUCTION OF TAXES ETC AT SOURCE:

Recovery at source towards Income Tax calculated at the rates prescribed from time to time under the Income Tax Act and other relevant provisions of the Income tax Act shall be made from the bill of the contractor by the accounts department of the university and the amount So recovered shall be deposited with the Income Tax Department. Necessary receipt to this effect will be issued to the Contractor in the prescribed Performa will be issued by the accounts department of the university.

The contractor shall pay all taxes, levies, duties including GST etc., prescribed from time to time by the State/Central Government directly to the State/Central Government.

13.0 SET-OFF

Any sum or money due and payable to the contractor under this contract may be appropriated and/or withheld by the employer and set-off against any claim of the employer for payment of a sum or money arising out of or under any other contract or transaction with the contractor by the employer or by the government (State/Central) or by any Government Undertaking/Autonomous Body.

14.0 PRICE VARIATION

No Claim shall be entertained due to escalation on rates for POL, material, statutory, labour or otherwise, and the contractor's rates shall be held to cover any such price fluctuations

15.0 VARIATION IN QUANTITIES :

"Quantities against individual items may be subject to variation, as per RAJASTHAN TRANSPERANCY IN PUBLIC PROCURMENT ACT2012 & RULES 2013, hence contractor is required to quote self-sustaining and reasonable rates. No claim on account of variation of the quantities of individual items will be accepted. The contractor has to submit his bill in the prescribed format to meet the requirement of computerised bill

16.0 FINAL BILL.

Final payment for the work shall be released only after certification by the Engineer of satisfactory performance and completion of the Contract in all respects.

In order to expedite finalisation of contract, the contractor will submit pre-final bill with final measurement,

17.0 SECURITY REGULATIONS:

The contractor shall abide by all the security regulations of the Employer in force and promulgated from time to time and other statutory requirements.

18.0 SAFETY CODE:

The contractor shall abide by the safety regulations of the employer, or as required by the engineer, in respect of all labour engaged for the performance of the works and shall provide all the facilities in connection therewith. The contractor shall be responsible for following the provisions of all labour laws and rules made there under and other statutory requirements. The contractor shall ensure that necessary safety appliances are being used by his employees and workers working at site, particularly those engaged in erection work, without which the employees and workers shall not be permitted to be engaged on the work.

The contractor shall be responsible for the safety of his labour and employees. The contractor shall be responsible for making all safety arrangements in the execution of work and shall employ trained workmen conversant with safety regulations. The contractor shall use only tested equipment and tools and shall periodically conduct tests according to standard procedures laid and such certificates shall be readily available for inspection at the site of work. He shall replace any tools, if so asked by the Engineer. The contractor shall be responsible for following all safety regulations and report all accidents to the concerned authorities and the engineer. The employer reserves the right to issue directions regarding safety and such directions shall be immediately implemented by the contractor.

19.0 SPEED CONTROL OF CONTRACTOR'S VEHICLES :

It will be entirely the responsibility of the contractor to ensure that his vehicles are not driven with so high speed, or in so reckless or rash manner as to cause an accident or prove to be a potential threat to the safety of the traffic. Where speed limits have been fixed, the same shall be strictly adhered to by the contractor's drivers. Similarly, if a driver or any staff of the contractor is caught in a theft case or in an unauthorized movement of materials or in any activity which is punishable under Law or in any activity not authorised by the Employer, the contractor shall bear the full

responsibility for the loss and other consequences which may result to the employer due to such illegal/unauthorized acts. In case of accident or injury or damage caused by the contractor's vehicle or by contractor's staff to any person or property the financial responsibility to compensate shall be borne solely by the contractor, and this amount may at the decision of the competent authority of UNIVERSITY OF KOTA be recovered from the bills or deposits of the contractor.

Suitable safety precautions shall be taken by the contractor for his vehicular traffic at all level crossings/roads inside the university area. Contractor would be using these roads at his own risk and responsibility without any liability on the part of the employer.

20.0 SAFETY AND GUARDING OF WORKS:

The contractor shall take adequate safety precautions for prevention of accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations as also those laid down by the employer from time to time and promptly submit report of accidents and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.

The contractor shall at all time provide sufficient fencing, notice boards, lights, watchmen etc., to protect and warn the public and workmen and guard the work and provide all facilities and observe all the rules mentioned in the General conditions of contract and other documents and instructions issued from time to time by the UNIVERSITY which shall be final, binding and conclusive.

21.0 SITE ORDER BOOK:

A site order book shall be kept at the site of work under the safe custody of the contractor. Any special order and instructions to be issued to the contractor will be recorded in this book by the UNIVERSITY. Each page of the book will be numbered and initialed by the UNIVERSITY representative. The book shall always be kept safely at the site of work. The contractor shall sign all orders in token of his having seen and noted the same. The order book will be property of the employer. The site orders and instructions shall be duly complied by the contractor.

22.0 CLEARING THE SITE .

The contractor shall also clear the site and hand over the site on completion of works free from debris and surplus Materials/earth , cleaning the floor, door , windows etc., at his own cost.

23.0 UNAUTHORISED USE OR MISUSE OF EMPLOYER'S/PUBLIC PROPERTY OR UTILITIES.

The contractor and his employees/workmen and the contractor's sub-contractor and their employees/workmen are forbidden to unauthorised use or misuse the employer's/public property or utility and if any such unauthorised use/misuse occurs, the employer may take severe action against the contractor including for direct and indirect damages losses, etc for removal of their workmen concerned and forfeiture of Security deposit, in addition to statutory and legal actions on the contractor. Such recurrent action by the contractor will also be considered as persistent negligence on the part of the contractor to carry out his obligation under the contract.

24.0 EXCEPTED MATTERS:

In the above clauses where it is mentioned that the decision/ instructions/ opinions of the engineer will be final binding and are conclusive, these will also be treated excepted matters as defined in general conditions of the contract.

25.0 PAYMENT OF MINIMUM WAGES

Wages paid to the workmen by the contractor should not be less than the rates notified by the Commissioner of Labour, RAJASTHAN published from time to time with regard to the minimum wages applicable to the respective category of workmen.

26.0 ADDITIONAL SAFETY REQUIREMENT OF UNIVERSITY OF KOTA.

- i. No workmen shall be engaged on the work without proper safety induction. Use of safety helmet, safety belt and shoe is must .
- ii. All the safety appliances required for safe working as decided by the UNIVERSITY, shall be provided by the contractor to his workmen.
- iii. Clearance to start the job will be obtained by the contractor before start of work.
- iv. Works at height cannot be started without clearance from the Engineer. .
- v. Contravention of any safety regulation in vogue from time to time will result into work stoppage, levying penalties and ultimately in contract termination.

27.0 SUBMISSION OF DOCUMENTS ON RECEIPT OF WORK ORDER

Immediately on receipt of work order, the successful tenderer shall submit the following documents to the university. The contractors bills shall not be processed unless these documents are submitted:

- a. **Successful bidder will have to execute agreement on the prescribed format on his cost on non judicial stamp paper as per work order amount @0.25 %**

28.0 DEBARING IN PARTICIPATION OF UNIVERSITY OF KOTA TENDERS AND TERMINATION OF CONTRACT

- a) If it comes to the notice of the university at any stage right from request for tender document that any of the certificates/document submitted by bidders are found to be false/fake/doctored, the party will be debarred from Participation in all university tenders for a period of 02 years including termination of contract, if awarded. EMD/ Security Deposit, etc if any will be forfeited. The contracting Agency in such cases shall make good to university any loss or damage resulting from such termination. Contracts in operation anywhere in university will also be terminated with attendant fall- outs like forfeiture of EMD/ Security Deposit, if any, and recovery of risk and cost charges, etc.
- b) If the party after issue of LOI/Work order fails to execute it, the party will be debarred from participation in university of kota tenders for a period of 2 (Two) years a and termination of contract with attendant fall- outs like forfeiture of EMD/ Security Deposit, if any, and recovery of risk and cost charges, etc. and termination of contract

29.0 ENVIRONMENT, SAFTY & HEALTH. FOR GREEN & CLEAN UNIVERSITY CONCEPT

The following environment, safety & health points are to be adhered:

- a) **The contractor must adhere to all the applicable statutory laws pertaining to safety, health and environment.**
- b) **The contractor must ensure that there is no wastage of water at the work site. The contractor must also ensure that all the water tapping points are leak proof.**
- c) All the motor vehicles of the contractor used for transporting materials/machinery, etc should have pollution control certificates. A copy of the same must be exhibited / pasted on the vehicle.
- d) The contractor must ensure dust suppression measures in the work areas by sprinkling of water, etc and also ensure that all his workers use dust masks while working in dusty areas.
- e) The contractor must ensure proper housekeeping at site by keeping the work areas free from unwanted material and greases, oil to avoid slips and falls.
- f) The contractor must ensure that all the debris generated during the work is transported safely to dump yard such that there is no spillage of debris on the road during transportation (by covering with a plastic sheet/tarpaulin
- g) All the material which may be recycled/reused should be transported to the designated place for reuse/recycling.
- h) All representatives/supervisors/workers of contractors must take safety and environmental induction training and comply with the instructions given therein.

SIGNATURE OF BIDDER WITH SEAL

Preamble to Bill Of Quantities

01. The quantities are probable and the bid submitted by the tenderer should be based on probable quantities of the item of the work which are furnished for the tenderers convenience in the Bill of Quantities. It must be clearly understood that the contract is not a lump sum contract and that neither probable quantities nor the aggregate value of the entire tender will form a part of the contract
02. The quantities are approximate and may vary as per RTPP RULES. Payment shall be made as per the actual work carried out and the corresponding unit rate quoted.
03. The contractor is advised to visit the site to acquaint himself the nature and scope of work.
04. The work is to be executed as per the directions of the UNIVERSITY and the contractor is to mobilise men and material at short notice.
05. Contractor to be responsible for hiring / operating of all machines / equipment.
06. **The bidder must visit the site and shall factor in quoted rates that some work is to be executed at height of 10m to 12m**

SIGNATURE OF BIDDER WITH SEAL

Special Terms & Conditions

1. Conditional tender will not be accepted.
2. The R.T.P.P. rule 2013& R.T.P.P. ACT 2012 shall govern the Contract.
3. The Rates shall be valid for whole contract period i.e. **for one year**.
4. The given quantities are tentative & may vary. Payment shall be made on actual quantity of work executed on approved rates . However quantities of BOQ items shall not exceed. **Quantities against individual items may be subject to variation, as per RAJASTHAN TRANSPERANCY IN PUBLIC PROCURMENT ACT2012 & RULES 2013, hence contractor is required to quote self-sustaining and reasonable rates. No claim on account of variation of the quantities of individual items will be accepted.**
5. If machinery repairing works required at contractor's workshop, arrangement regarding loading, unloading & transportation should be done by contractor at his own cost.
6. All other Terms & Conditions are as per & Rajasthan Transparency in public procurement Rules. 2013 and Act2012 will be applicable.
7. **The Contractor is required to start the work within 7 days from the date of award / date of communication of acceptance of the tender. Incase it is found that the work has not been taken up within 7 days from the date of acceptance of the tender or issue of the work order, the university may cancel the work order, bid security/earnest money deposited by the bidder will be forfeited and further action will be taken against the bidder as per rules.**
8. **HANDING OVER AIR CONDITIONERS FOR AMC CONTRACT-----**
The All air-conditioners will be handed over to the contractor for the AMC period on "As and where installed" basis in working/ non working condition. Although approx. most of the AC'S are in working conditions. This shall be factored in while quoting the rate.
After completion of the contract, contractor shall hand over the system in perfect running condition (complete in all respects as per inventory) to the UNIVERSITY.
9. With in maximum 30 days from date of issue of work order bidder has to service and maintain all the A.c's in proper working condition.
10. **If some AC'S are not working at the time of taking over by the contractor then also it is mandatory to take over it for AMC & for this no extra payment will be made by the university .All such things shall be factored in while quoting the rate. Hence The bidder must visit the site and assess/ survey the condition of air conditioners installed at various locations in the University campus as per Annexure-I, Rates shall be quoted accordingly.**
11. Rates of AMC shall be inclusive of all taxes, duties octroi, GST, works contract tax, cartage loading turnover tax and any other statutory taxes, complete in all respects, valid for a period of one year from the date of award of contract.
12. The Contract will be for one year from the date of issue of work order, However same can be extended for one more year with mutual consent on the same terms conditions & already approved rates of work order.
13. **The bidder must visit the site and assess/ survey the condition of air conditioners installed at various locations in the University campus, Rates shall be quoted accordingly. All T&P and other Misc. Items as directed shall be arranged by the bidder at his own cost, rates quoted shall be inclusive of all Charges/ taxes (if any) bidder has to comply all labour rules. In case of any mishappening at site, the contractor/agency shall be solely responsible for any sort of compensations.**

14. **Successful bidder will have to execute agreement on the prescribed format on his cost on non judicial stamp paper as per work order amount @0.25% & Security deposit at the rate of 5% of the value of the work order amount as per rules within 10 days of issue or the work order, Security deposit may be deposited in the form of cash, bank guarantee or FDR of nationalized bank only in favour of REGISTRAR UNIVERSITY OF KOTA which shall be valid for fourteen months from date of issue of work order. OR contractor may give option in writing that deduction @5% from each running bill payable to him, may be made towards Security deposit. Which shall be refundable after completion of work. FDR of nationalized bank shall be in the name of REGISTRAR UNIVERSITY OF KOTA on account of bidder and discharged by the bidder in advance. Bidder has to furnish an undertaking from the bank to make payment premature payment of the Fixed Deposit Receipt on demand to the REGISTRAR UNIVERSITY OF KOTA without requirement of consent of the bidder concerned. In the event of forfeiture of the Security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.**

An additional Security deposit equal to fifty percent of unbalanced bid amount shall also be given by successful bidder in case of unbalanced bid before execution of agreement which shall be valid for as per agreement . The additional Security deposit may be deposited in the form of demand draft, bankers cheque, government securities or bank guarantee. Explanation for unbalanced bid & unbalanced bid amount is as under ---

- 1. Unbalanced bid means any bid below more than fifteen percent of estimated bid value.**
 - 2. Estimated Bid value means value of work mentioned in bidding document by the procuring entity.**
 - 3. Unbalanced bid amount means positive difference of eighty five percent of estimated bid value minus bid amount quoted by the bidder.**
 - 4. Deposit Performance guarantee at the rate of 5 % of the value of the work order amount as per rules within 10 days of issue or the work order.**
 - 5. Security deposit will be deducted @ 5 % from Contractor running bills and will be refund after six months from actual date of Completion of work. The security deposit shall bear no interest. All other deductions will be as per govt. rules.**
15. **The contractor or his representative should not remove, disturb, an dislocate the existing equipment and its part from its positions until and unless it is authorized by the Engineer-in – Charge. If at any time during contract period it is found then penalty of RS, 20000.00 will be imposed by the university.**
16. **The annual maintenance charges quoted by the contractor as per BOQ items are on yearly basis inclusive of all taxes and levies applicable. No escalation of prices shall be permitted on any ground.**
17. **AMC shall also include deployment of full time mechanic & assistant during summer season at contractors own cost I.E. free of cost during working hours six days a week including holidays at no extra charges. They will report to officer in charge of ESTATE for daily attendance and will take necessary instruction. Mechanic should have his Mobile Phone at the time of Duty at UNIVERSITY**
18. **The daily complaint will be recorded on complaint register in estate department the university. Authorized mechanic of the contractor shall identify A,C,'s related complaints recorded in complaint register on daily basis and shall attend these with in maximum 24 hrs for minor faults like viz. replacement of running capacitors, relays, gas filling etc. and within 48 hrs for major faults viz. repairing / replacement of copper coil, motors, compressor etc.**

19. If the complaint recorded in complaint register / issued to the contractor is not attended then following penalties will be imposed ----
- (I) Minor Faults viz. replacement of running capacitors, relays, gas filling etc. not rectified within 24 hour @ Rs 200/- per day.
 - (II) Major faults viz. repairing / replacement of copper coils, motors, etc. not rectified within 48 hours @ Rs 500/- per day.
 - (III) The repairing of compressor, if not done within 72 Hrs. @ Rs. 2000/-
 - (IV) Any delay beyond 02 days in rectifying all minor/major faults at S.No. I, II as above except repairing of compressor, the equipment will be got repaired from the market and the actual cost of the same shall be recovered from the payable amount of AMC in addition to the penalties as mentioned in I,II point above
 - (V) Any delay beyond 03 days in rectifying the faults at S.No. III (repairing of compressor), the equipment will be got repaired from the market and the actual cost of the same shall be recovered from the payable amount of AMC in addition to the penalties as mentioned in III.
 - (VI) In extreme cases, the action of forfeiture of security money/pending bill/blacklisting of the firm can be resorted at the discretion of the competent authority in case of failure by the contractor to rectify the complaints within the specified time.
 - (VII) At the time of acceptance of the tender, the contractor shall furnish the details of staff members along with contact details to the UNIVERSITY who will look after maintenance work of AC's.
20. Maximum penalty upto 10% of the total value of work will be deducted towards delay for completion of work.
21. The contractor will be responsible for procurement of all/any materials as per approved quality required for completion of job at any time. Storage space on request, if available, may be provided as per norms of the university. If the storage space is not provided by the UNIVERSITY then the contractor will have to arrange same at his own.
22. **PAYMENT TERMS AND CONDITIONS:**
- Quarterly payment within limit of work order amount shall be submitted for executed works by the contractor along with the service reports duly verified by the officer/occupants of the rooms at which A.c.'s are installed. It will be prime responsibility of the contractor to get verified the service report/complaint addressal report from the concerned occupant of the rooms at which A.c.'s are installed. There after Engineer in charge after verifying this bill and recording in the MB on the basis of the above bill register, PAYMENT will be made as under.
- a. ISt quarter (i.e. three month from date of issue of work order) – 30% of amount of comprehensive annual maintenance of air conditioners will paid at the rate of work order.
 - b. IInd quarter (i.e. three month from end of ISt quarter) – 30% of amount of comprehensive annual maintenance of air conditioners will paid at the rate of work order .
 - c. IIIrd quarter (i.e. three month from end of IInd quarter) - 20% of amount of comprehensive annual maintenance of air conditioners will paid at the rate of work order.
 - d. IVth quarter (i.e. three month from end of IIIrd quarter) - 20% of amount of comprehensive annual maintenance of air conditioners will paid at the rate of work order.

23. All the materials required as per B.O.Q. for the work shall be arranged by the contractor at his own cost and risk.
24. Performance of the agency shall be reviewed after every three months, if it is not found satisfactory, The job will be terminated with forfeiture of Security deposit amount. The maintenance contract initially fixed for one year & may be extended for further period of one year on the basis of same terms & conditions of the original contract as per the direction of EIC.
25. Specification of Refrigerant will be same as recommended in the compressor of AC has to be changed.
26. In the event of replacement of compressor the Make of compressor will be same as approved by Engineer incharge.
27. At the end of A.M.C. period bidder has to hand over all the A.C.'s in working condition, such report will be duly verified by the occupants of the location at which A.c.'s are installed.
28. At various locations outer door units of A.C. are fixed at chajjas of building at G.F., F.F., S.F. Bidder has to make his own arrangements to access these outer door units no extra payment will be made for this. BOQ items includes all height & lead.
29. Tool and Plants:
The required tools and plants for carrying out the work shall have to be arranged by the Contractor at his cost and no tools and plants will be arranged by the university. The Contractor shall keep all required tools at site.
30. Scope of work, Time schedule , periodicity of work to be carried out under this contract will be as under-----

(a) AMC of AC's shall include supply of all material spares, replacement /repairs of compressor, condenser, PCB, REMOTE, gas charging, air filter, electrical parts, servicing, overhauling, greasing, starting relay, overload protector, wiring repairs, motor rewinding with bush and shaft, contractor, tapes including handling charges, blower motor/outdoor fan motor, digital scanner, piping, insulation and spares of outdoor/indoor units replacement etc., complete in all respects, for ensuring the desired level of cooling.

(b) Work to be carried out on half yearly:

Half yearly Preventive Maintenance shall include the following:

- Checking motor bushing, Ground connections
- Checking connections at the main plug
- Cleaning of blower and condenser fan
- Cleaning the evaporator and condenser coils
- Cleaning the equipment
- Checking and tightening of nuts & bolts
- Oiling the motor
- Checking cooling efficiency

(c) Break-down service (BDS):

Breakdown calls shall be attended to immediately and a record of such service, duly acknowledged by the person in charge of the location of the air-conditioner, shall be maintained. Breakdown service will include replacement of all type of genuine spares & Compressor, condenser, PCB, REMOTE etc. and Gas filling at the cost of the contractor.

(d) ANNUAL MAINTENANCE SERVICES (ONCE A YEAR)

The scope of work shall include all checks and tests as detailed under routine maintenance services. In addition annual maintenance services shall also include:

- (1) Cleaning the condenser and evaporator coils with suitable detergent / chemical solution and flushing with water i/c removal and refixing of indoor unit or using cleaning bag.
- (2) Greasing of blower motors and all moving parts for 5.5 t ductable ac⁷
- (3) The ACs installed are of Carrier, Hitachi, Daiken, Voltas, LG, Blue Star other Brand. In off season there is during the lien period of winter the contractor shall attend all the Air conditioner units for major attentions and keep the equipment ready for use for the next summer.

(e) Exclusion of contract

The following Shall not be a part of this contract: -
Voltage Stabilizer, Bottom Tray, Cabinet cover and sheet metal parts and shifting charges of window/split/ductable ACs.

31. The contractor shall bear full liability for payments under provident fund and employees State Insurance Scheme and other labour laws for his workers and staff.
32. **Insurance in respect of damage to persons and property**
 - a. The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any approved sub-contractor's or employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths, bridges and works form in the subject of this contract by frost or other inclemency of the weather. The contractor shall indemnify the employer and hold him harmless damage to persons or property as aforesaid and also respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation of damages consequent upon such claims.
 - b. The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

- c. The contractor shall indemnify the employer against all claims which may be made against the employer by any member of the public or other third party in respect of works in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with any Nationalized Insurance company in the joint name of the employer and the contractor against such risks and deposit such policy or policies with the employer from time to time during the currency of this contract. The contractor shall similarly indemnify the employer against all claims may be made upon the employer whether under the Workman's Compensation Act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub - contractor and shall at his own expenses effect and maintain with an approved office a policy of Insurance in the joint names of the employer and the contractor against such risks and deposit such policy of policies with the employer and the contractor against such risks and deposit such policy or policies with the employer from time to time during the currency of the contract. The contractor shall be responsible for anything which may be excluded from the insurance policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the employer in respect of any costs,
33. All scrap material generated out of replacement of damaged /unserviceable parts of AC'S will be the property of the contractor and recovery @2% of payable amount to the contractor will be made from the bills of the contractor.
34. Annual servicing, half yearly servicing and break down servicing record/registers to be maintained by the contractor as per enclosed formats E,F,G. These records shall be submitted with the bill (which is to be submitted by the contractor)
35. A.C. के कार्य के दौरान A.C. रिमोट एवं Stabilizer इत्यादि को भी ठीक करना होगा जिसका अलग से संवेदक को कोई भुगतान नहीं किया जावेगा। अगर रिमोट, Stabilizer repair नहीं होने की स्थिति में है। तो नया उपलब्ध करना होगा, जिसका अलग से कोई भुगतान देय नहीं होगा।
36. विश्वविद्यालय में स्थापित A.C. 1.5 Ton, 2.0 Ton, 3.0 Ton, 4.0 Ton, 4.5 Tr., 5.5 Tr. A.C. को संवेदक को ठीक करवाना होगा तथा किसी भी अनहोनी घटना से अगर A.C. Damage हो जाता है तो भी संवेदक को अपने खर्चे पर ठीक करना होगा Including Compressor motor rewinding contractor etc.
37. अगर कोई A.C. कार्य नहीं कर रहा है या Break Down हो तो उसको भी संवेदक को Working Condition में लाना होगा जिसका अलग से कोई भुगतान नहीं होगा तथा अन्य किसी भी A.C. की Service का कार्य संवेदक को Eng. in Charge के दिशा निर्देशानुसार सम्पन्न करना होगा।
38. संवेदक द्वारा Mechanic रोजाना उपलब्ध करवाना होगा जो Eng. in charge के दिशा निर्देशानुसार कार्य करेगा तथा Office hours के पश्चात् भी जरूरत पड़ने पर Mechanic उपलब्ध करवाना होगा एवं मीटिंग के दौरान A.C. को चालू एवं बन्द करने की जिम्मेदारी भी संवेदक की रहेगी जिसका अलग से कोई भुगतान देय नहीं होगा एवं प्रतिदिन एक A.C. Technician + Helper उपलब्ध करवाना होगा।
39. संवेदक को प्रत्येक क्वॉटर में A.C. की सर्विस करना होगा तथा गैस, Compressor इत्यादि का कार्य इंजिनियर इन्चार्ज की उपस्थिति में सम्पादित करना होगा तथा कार्य संतोषजनक होने के पश्चात् ही संवेदक को प्रत्येक क्वॉटर के हिसाब से भुगतान किया जावेगा। तथा कार्य की मात्रा आवश्यकतानुसार घटाई, बढ़ाई जा सकती है। भुगतान वास्तविक कार्यानुसार किया जावेगा।
40. संवेदक को सर्विसिंग का कार्य प्रत्येक क्वॉटर में विभाग के प्रतिनिधि की देखरेख में करना होगा।

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 intent to gain unfair advantage in the procurement process.
- (e) Not indulge in any correction including impairing 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 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 obligation, or compliance with applicable laws and regulations.

A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to;

- a. Have Controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative 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 the bidding process; or
- e. The Bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all Bids in which the Bidder is involved. However this does not limit the inclusion of the same subcontractor , not otherwise participating as Bidder, in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the goods, works or service that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge /consultant for the contract.

Place :

Date

Signature of the Bidder with seal

Declaration by the Bidder regarding qualifications

In relation to my/our Bid submitted to UOK for procurement of “**Annual all in all Comprehensive maintenance Contract of Air Conditioners installed in various buildings of Kota University of Kota.**” for the one year in response to their Notice **Inviting E-Bid No. 27/24-25**. 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 directions and officers not have, been convicted of any criminal offence related to my/our professional conducted or the making of false statement or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceeding;
5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding document, which material affects fair competition;

Date:

Place:

Signature of bidder with seal

Grievance Redressal during procurement process

The designation and the address of the first appellate authority is Hon'ble V.C. UOK, Kota.

The designation and the address of second Appellate Authority is Additional Chief Secretary (Higher Education, Govt. Rajasthan)

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of appeal

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

(6) Fee for Filing Appeal

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

(7) Procedure for disposal of appeal

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

Signature of the Bidder with seal

Annexure-D

Additional conditions of contract

1. Correction of arithmetical errors

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

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quality, the unit price shall prevail and the total price shall be corrected, unless in the opinion in the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) If there is a error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity's Right to 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 Service Provider fail to do so, the Procurement Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Service Provider.

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 for 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 visit nature, 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.

Signature of the Bidder with seal

BOQ

Name of work-----“Annual all in all Comprehensive maintenance Contract of Air Conditioners installed in various buildings of Kota University of Kota.” for the one year

S.No.	ITEM	Qty	Unit	Rate	Amount
1.00	All in all comprehensive maintenance of various type air conditioners After Defect Laibility Period of Equipment including repair/replacement of compressor, condensing/ cooling coil, refrigerant piping, fan motor, remote, charging of refrigerant when ever required and periodical servicing as per EIC recommendations to meet out the efficient performance of the equipment. 1.0/1.5/2.0 Tr window type air conditioner	10.00	Job / Yr	1973.00	19730.00
2.00	All in all comprehensive maintenance of various type airconditioners After Defect Laibility Period of Equipment including repair/replacement of compressor, condensing/ cooling coil, refrigerant piping, fan motor , remote, charging of refrigerant when ever required and periodical servicing as per EIC recommendations to meet out the efficient performance of the equipment.1.5/1.8/2.0 Tr Split type air conditioner	260.00	Job / Yr	3289.00	855140.00
3.00	All in all comprehensive maintenance of various type airconditioners After Defect Laibility Period of Equipment including repair/replacement of compressor, condensing/ cooling coil, refrigerant piping, fan motor, remote, charging of refrigerant when ever required and periodical servicing as per EIC recommendations to meet out the efficient performance of the equipment.1.5/2.0/3.0/4.0 Tr Cassette type Split type air conditione				
	1.5/2.0/3.0/4.0 Tr Cassette AC Split/ VRB type air conditioner	86.00	Job / Yr	6577.00	565622.00
4.00	All in all comprehensive maintenance of various type airconditioners After Defect Laibility Period of Equipment including repair/replacement of compressor, condensing/ cooling coil, refrigerant piping, fan motor, remote, charging of refrigerant when ever required and periodical servicing as per EIC recommendations to meet out the efficient performance of the equipment.3.0/4.0/5.0 Tr Ductable type Split type air conditioner	13.00	Job / Yr	7892.00	102596.00
5.00	SITC of Interconnecting refrigerant pipe work with closed cell elastomeric nitrile rubber tubular insulation between each set of indoor & outdoor units as per specifications including chase cutting, supports etc. as required.6.35 mm	60.00	RM	275.0	16500.00
6.00	SITC of Interconnecting refrigerant pipe work with closed cell elastomeric nitrile rubber tubular insulation between each set of indoor & outdoor units as per specifications including chase cutting, supports etc. as required 9.53 mm	60.00	RM	380.0	22800.00
7.00	SITC of Interconnecting refrigerant pipe work with closed cell elastomeric nitrile rubber tubular insulation between each set of indoor & outdoor units as per specifications including chase cutting, supports etc. as required.12.7 mm	60.00	RM	500.0	30000.00
8.00	S & F of rigid CPVC (20mm) drain piping of 6 kg/ cm2 with 6mm thick nitrile rubber insulation.	50.00	RM	275.0	13750.00
9.00	S & F of rigid CPVC (25mm) drain piping of 6 kg/ cm2 with 6mm thick nitrile rubber insulation.	30.00	RM	322.0	9660.00
10.00	S & F of FR PVC insulated & sheathed 3 core flexible copper conductor ISI marked (IS:694) of 1.1 kV grade of 4.0 Sq.mm rating:	50.00	RM	141.0	7050.00
11.00	Supply & fixing MS powder coated stand suitable for 1.0/1.5/ 2.0 Tr outdoor type of Split AC.	8.00	EACH	1050.0	8400.00

S.No.	ITEM	Qty	Unit	Rate	Amount
12.00	Supply & fixing MS powder coated stand suitable for 2.5/3.0/4.0 Tr outdoor type of Split/Ductable/Tower AC.	8.00	EACH	2000.0	16000.00
13.00	Supply & fixing of Celdec pads FRP complete in all respect of Munter/ Hutech/ Ecocool	10.00	PSFT	750.0	7500.00
14.00	Removing/replacement, all in all comprehensive repairing of this removed 1.5 tr split type airconditioners including repair/replacement of compressor, condensing/cooling coil, refrigerant piping, fan motor, remote, charging of refrigerant when ever required for one year and periodical servicing as per EIC recommendations to meet out the efficient performance of the equipment and installation of this 1.5 tr split type airconditioners at required location as directed by EIC.	10.00	EACH	4789.00	47890.00
15.00	Removing/replacement, all in all comprehensive repairing of this removed 4.5 tr cassette type airconditioners including repair/replacement of compressor, condensing/cooling coil, refrigerant piping, fan motor, remote, charging of refrigerant when ever required for one year and periodical servicing as per EIC recommendations to meet out the efficient performance of the equipment and installation of this 4.5 tr cassette type airconditioners at required location as directed by EIC.	5.00	EACH	16577.00	82885.00
				TOTAL	1805523.00