



# Rajasthan Technical University, Kota

Rawatbhata Road, Akelgarh Kota – 324010

Website: www.rtu.ac.in, Tel.: 0744-2473003, Fax No. 0744-2473003

RTU/F (62)/THAR-24/OLD TYRES/53/2023-24/10824

Dated: 8/3/2024

## Short Term Open Tender (Re-Tender) (Under Rule 15 of RTPP RULES, 2013)

### NIB NO. 35/ 2023-24

- 1 Rajasthan Technical University, Kota invites the tenders for Hiring of Old Tyres on Rent for THAR Programme 2024 for Go-Kart (15<sup>th</sup>-17<sup>th</sup> March, 2024) as per technical specifications given in bid documents latest by **11.03.2024 up to 12:00 Noon**. The covers containing the bids must be marked "Hiring of Old Tyres on Rent for THAR Programme 2024 for Go-Kart (15<sup>th</sup>-17<sup>th</sup> March, 2024)" DUE ON **11.03.2024**.
- 2 Bidder has to deposit the Tender Fee and Bid Security amount through separate Demand Drafts in the name of Rajasthan Technical University Kota, payable at Kota as per details given below:-

Name of goods/ Services	Specifications/s cope of work	Estimated Cost	Tender Fee	Bid Security
Hiring of Old Tyres on Rent for THAR Programme 2024 for Go-Kart (15 <sup>th</sup> -17 <sup>th</sup> March, 2024)	As per tender documents	Rs. 44000	Rs. 200 + GST @ 18% Total Rs. 236	Rs. 880

- 3 The rates quoted should be FOR RTU, Kota inclusive of all charges e.g. packing forwarding, local taxes, railway freight, transit insurance etc.
- 4 GST: - It will be paid extra, if admissible/applicable.
- 5 As far as possible bids should be given for goods of Indian manufacture and foreign goods which are readily available. Normally it would not be possible for this office to supply import license. As such, foreign goods quoted and proposed to be supplied, should be covered by normal import quota of the dealers.
- 6 Details specifications and make of each item should be clearly given supported by the illustrated pamphlets wherever possible. Bids without specifying the make and other particulars may be rejected, the payment will be made after the goods have been received, opened, checked and found to be in order and to our entire satisfaction. The accessories included in the equipment should also be clearly mentioned.
- 7 Losses or damage in transit will be to the account of the supplier, in case of rates FOR KOTA, The supplier may, if he so desires, get the goods insured and include such charges in the bided rate.
- 8 Payment:-Payment shall be made through NEFT/RTGS within 30 days of the receipt of goods to our entire satisfaction.
- 9 Your rates should be legally valid at least for Three months from the last date of the receipt of bid.

10 **Liquidated Damages:-** In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores which the bidder has failed to supply:-

(1.)	a.	Delay up to one fourth period of the prescribed delivery period	2½
	b.	Delay exceeding one fourth but not exceeding half of the prescribed period	5%
	c.	Delay exceeding half but not exceeding three fourth of the prescribed period	7½
	d.	Delay exceeding three fourth of the prescribed period	10

(2.) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

(3.) The maximum amount of liquidated damages shall be 10%.

(4.) 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, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

(5.) 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.

11 In case of failure to supply the goods within the prescribed time and in accordance with the specifications given in the bids, The RTU shall be free to cancel the order and make purchases from the next higher bid or from the open market as the case may be. In that case the loss sustained by the RTU shall be recovered from the defaulting supplier.

12 All legal proceedings, if necessity arises to institute any, by any of the parties RTU, or Contractor/Supplier) shall have to be lodged in the court situated at Kota and not elsewhere.

13 The undersigned is not bound to accept the lowest bid any may reject any bid or any part of the bid without assigning any reason thereof.

14 The rates must be quoted item wise by giving Serial No. of our enquiry letter, in prescribed form.

15 The bids should be sent duly typed. Bids submitted by Registered post shall also be considered.

16 The name of the firm may be deleted from the list of approved suppliers at the discretion of the competent authority, if the firm fails to quote in response to four consecutive enquiries from the university.

17 Bids will be opened on **11.03.2024 at 12:30 PM** in presence of the Bidders who may present at that time.

  
(Deepthi Ramchandra Meena)  
Registrar



# Rajasthan Technical University, Kota

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Dated: 8/3/2024

## Short Term Open Tender

(Under Rule 15 of RTPP RULES, 2013)

(See Rule 68 of GF&AR Part-II, Form No. SR-15)

1.	Nature of goods/services	:	<b>Hiring of Old Tyres on Rent for THAR Programme 2024 for Go-Kart (15<sup>th</sup>-17<sup>th</sup> March, 2024)</b>
2.	Name and postal address of the bidder/firm with Telephone No. and e-mail address	:	..... ..... .....
3.	GST Registration No. of the firm (Copy of GST Registration certificate must be attached)	:	
4.	PAN No. of the firm (Copy of PAN Card No. must be attached)	:	
5.	Bid to be addressed to	:	Registrar Rajasthan Technical University, Kota Rawatbhata Road, Akhelgarh, Kota-324010

6. We agree to abide by all the conditions mentioned in above reference cited Bid Notice issued by Registrar, RTU Kota and also the further condition of the said Bid Notice given in the attached sheets and all the pages of which have been signed by us in token of our acceptance of the terms mentioned therein.

7. The rates for the supply of following items are as under and the quantity to be supplied noted against each:

S. No.	Items	Quantity	Total Consolidated rent charges with transportation and labour charges (in INR)
1.	Hiring of Old Tyres Size 14"/16" on Rent including transportation (up & down) and Labour charges for three days from 15-17 March, 2024 (THAR-2024 Program)	600 Nos.	
	GST @.....		
	<b>Total Cost Rs.</b>		

### Terms & Conditions/instructions to bidder:-

1. **Place of delivery:** FOR at RTU Kota.
2. **Delivery Period:** Shall have to deliver up to 15.03.2024 up to 11:00 AM.
3. **GST:** Shall be paid extra, if applicable. GST Rate@ ..... (Please mention).
4. The rates quoted above shall be legally valid for 90 days.
5. RTPP Rules 2013 (Read with GFAR) shall be applicable.
6. Payment shall be made through NEFT after supply of items satisfactorily.
7. **Sample(s):** Where the rates are asked with the sample or samples are required to prove the specification, The Bidder is bound to submit the sample, failing which their Bids are liable to be rejected. It may clearly be noted.
8. **Overwriting/Cutting Attestation:** Bidders are advised to write the quoted prices in words also. Overwriting/Cutting without wordings will be treated invalid. Such changes must be attested by the Bidder.
9. Form No. A, B, C & D as enclosed herewith should be signed by the bidder.
10. Pan no. of the firm must be mentioned /recorded on bill/invoice along with the photocopy of PAN card.
11. All legal proceedings, if necessity arises to institute any, be any of the parties shall have to be lodged in the courts situated at Kota.

Name & Signature of Bidder with official seal

Place:

Date:

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

Any person participating in a procurement process shall-

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

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

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

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

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

Date:

Place:



Signature of bidder

Name:

Designation:

Address:

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

**Declaration by the Bidder**

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

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

Date:  
Place:



Signature of bidder  
Name:  
Designation:  
Address:

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

The designation and the address of the first Appellate Authority is **Hon'ble Vice-Chancellor, RTU Kota**. The designation and the address of the Second Appellate Authority is **Principal Secretary, Technical Education, Government of Rajasthan, Jaipur**.

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

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

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

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

- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor 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 participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

#### **(5) Form of Appeal**

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

#### **(6) 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.

#### **(7) Procedure for disposal of appeal**



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