



VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA
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Rawatbhata Road, Kota- 324021
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TENDER NOTICE
(N.I.B. No. 17/2022-23)

“Lightning Arrester work over EMPC building”

Sealed tenders are hereby invited in the prescribed form, from contractors registered in various State Govt., Semi Govt. works department in appropriate category (Minimum “D” Class) for the following work under RTTP Act 2012 and the rules 2013 amended from time to time -

S. No.	Name of work	Estimated Cost	Earnest Money	Tender Form Fees	Date of Download	Date of Receiving	Date of Opening	Time Period
1.	Lightning Arrester work over EMPC building	1.38 lacs	2760.00	400.00	25/11/2022 to 01/12/2022	02/12/2022 up to 1.30 PM	02/12/2022 at 2.00 PM	30 days

The detailed information for the work has been given in the tender document which may be downloaded from website www.vmou.ac.in or www.sppp.rajasthan.gov.in The interested bidders may submit their bids in prescribed format along with bid fee and earnest money in form of demand draft payable to “Vardhman Mahaveer Open University, Kota”. The sealed envelope (superscripted with “**Lightning Arrester work over EMPC building**”) containing documents will be received in the office of the undersigned i.e. O.I.C. (Estate), Room No. 113, Administrative building, Vardhman Mahaveer Open University, Rawatbhata Road, Kota-324021 on 02/12/2022 by 1.30 P.M. and will be opened on the same day at 2.00 P.M. in presence of the bidders. Corrigendum if any, will be published / display on these websites only. Validity period will be 90 days. The University reserves the right to reject any part or all of the bids without assigning any reason thereof. For any query may contact at 0744-2797297 or e-mail estate@vmou.ac.in

O.I.C.
Estate Cell

Ref:- NIB NO:- 17/2022-23.

Terms & Conditions

1. Conditional tender will not be accepted.
2. Late bids or bids submitted without tender fee & EMD shall not be accepted.
3. The rates quoted by the contractor shall be including GST and all other taxes levied by the govt. time to time.
4. All other Terms & Conditions are as per PWF & AR & Rajasthan Transparency in public procurement Act-2012 & Rules. 2013.
5. **Unbalanced Bid** iklr gksus ij l Qy fufonknkrk dks jktLFkku ykd miki u ea ikjnf"krk fu; e 2013 ds fu; e l d; k 75-A ds vuq kj dk; kbsk tkjh gksus l s i dZ fu; ekuq kj **Additional Performance Security** tek djokuh gksxhA

O.I.C. (Estate)
VMOU, kota



(N.I.B. No. 17/ 2022-23)

fufonk eaHkjs tkus okyh vko' ; d tkudkjh

- 1- **dk; l dk uke % Lightning Arrester work over EMPC building**
- 2- QeZ dk uke %&
- 3- ¼½ iwkl irk %-----
- ¼½ ekckbZy uEcj %-----
4. Proprietor dk uke %-----
- 5- QeZ dk jftLV\$ku ¼ fr l ayXu dj½ %-----
- 6- i \$u uEcj ¼ fr l ayXu dj½ %-----
- 7- th, l -Vh jftLV\$ku ¼ fr l ayXu dj½ %-----
- 8- fufonk "kyd ds l ed{k fMek.M MRQV %jkf" k 400@& Mh-Mh- u@ -----
- 9- /kjkgj jkf" k ds l ed{k fMek.M MRQV %jkf" k 2760@& Mh-Mh- u@ -----
- 10- gLrk{kj ; Ør vugXuyd A, B, C & D

ukV %& fufonknkrk }kj fuEukidr th&f"km; ay eaifr"kr i hfe; e nja vdr dh tkoA

LFkku %&
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(G-Schedule)
(N.I.B. No. 17 / 2022-23)

S. No.	BSR Item No.	Description	Unit	Qty.	Rate	Amount
1	14.24	Providing & Fixing of ISO Certified company made lightning conductor finial as per PWD specification for electrical Works as per IS 2309-1989 made out of 25 mm dia.,300 mm long copper solid rod having single prong at top with 85 mm dia., 3 mm thick copper base plate including holes etc. complete as required. All as per pre approved by Engineer in charge. All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annex ure "A" attached with this BSR .	Nos.	1	3102.00	3102.00
2	14.3	Plate Earthing as per IS:3043 with copper Earth plate of purity >95% of size 600mm x 600mm x 3.0mm by embodying 3 mtr. below the ground level with 20 mm dia. G.I. 'B' class watering Pipe ,including all accessories like nut, bolts, reducer, nipple, wire meshed funnel, and Heavy duty weather proof poly-propylene earth pit chamber with lockable Jam free lid suitable for safe working load 5000 Kg or more of size Top Dia. 225 to 260 mm, Bottom Dia 300 to 350 mm. and Height 250 to 300 mm. and embodying the pipe complete with alternate layers salt and coke/ charcoal, testing of earth resistance for value of 5 ohms or less as required & must record by engineer in charge during site visit and ensure to enter in measurment book. All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with this BSR .	Set	2	15144.00	30288.00
3	14.5.9	Supply & Laying following size earth strip in horizontal or vertical run in surface by means of Earth strip DMC Insulator including riveting/ soldering/ welding, Jointing shall be done by overlapping and with 2 set of Brass (for Cu strip) / GI (for GI Strip) nut bolt & spring washer spaced at 50cm making connection etc. as required.All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with this BSR . 25mm x 5 mm tinned copper Strip.	Mtr.	60	1720.00	103200.00
4	B- 3.2.2	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level. M 15 grade Nominal Mix 1 : 2 : 4 (1 Cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size).	Cum.	0.5	3624.00	1812.00
Total Rs.						138402.00

Terms & Conditions :-

- 1- Conditional Tender shall not be accepted.
- 2- The Rates are based on PWD Electrical BSR- 2022 w.e.f. 01/06/2022 & PWD BSR Building work-2019, Kota circle w.e.f. 01/05/2019 for item no. 4
- 3- In case of any typographical error or mistake in print the above B.S.R. shall be binding and final.

O.I.C.
ESTATE CELL

I / We here by agree to execute the above work at the following rate :-

Our Rates are% (**above / below / at par** on G- SCHEDULE) **in figure**

Our Rates are% (**above / below / at par** on G- SCHEDULE) **in words**

Note :- Strike out below, above or at par whichever is not applicable. If the same is not done, the lower offer will be considered for acceptance.

Signature of Contractor

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 VMOU, Kota for procurement of “**Lightning Arrester work over EMPC building**” in response to their Notice **Inviting Bid No. 17 /2022-23**.

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 th 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

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 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 Service Provider 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 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