राजस्थान–सरकार,
प्राविधिक शिक्षा निदेशालय, राजस्थान, जोधपुर।

क्रमांक : एफ27(333)प्राशिनि/ई–5/30459 दिनांक :– 7/12/16

निदेशक,
सूचना एवं जन सम्पर्क निदेशालय,
राजस्थान–जयपुर।

विषय :– ई– निविदा संबंधी विज्ञप्ति प्रकाशित करने के संबंध में।

महोदय, विषयान्तर्गत लेख हैं कि पत्र के साथ ई–निविदा सूचना संख्या 04/2016–2017 की 10 प्रतियॉं एवं सी.डी. संलग्न कर भिजवायी जा रही हैं। जिसको एक राज्य स्तरीय मुख्य दैनिक समाचार पत्र में जो पचास हजार प्रतियों और उससे अधिक परिचालन करता हो एवं एक वृहद परिचालन वाले अखिल भारतीय स्तर के दैनिक समाचार पत्र में डी.आई.पी.आर. वेबसाईट पर शीघ्र ही प्रकाशित कराने का कष्ट करावें। कृपया प्रकाशनार्थ भेजे जाने वाले पत्र की प्रति इस विभाग को भी पृष्ठांकित करावें।

संग्लन :– निविदा की दस प्रतियॉं एवं एक सी.डी.

भवदीय,

निदेशक, प्राविधिक शिक्षा,

1	मुख्यालय का नाम	प्राविधिक शिक्षा निदेशालय, राजस्थान, जोधपुर।
2	निविदा का कार्य	स्टील/लकड़ी फर्नीचर क्रय
3	निविदा की कुल लागत	रूपये 90.00 लाख
4	कुल धरोहर राशि रूपयो में	रूपये 1.80 लाख
5	निविदा बिक्री/डाउनलोड करने की अंतिम तिथि व समय	निविदा सूचना में दर्शायी तिथियों के अनुसार
6	निविदा शुल्क एवं धरोहर राशि जमा कराने की दिनांक व समय	निविदा सूचना में दर्शायी तिथियों के अनुसार
7	निविदा ऑन–लाईन प्रस्तुत करने की अन्तिम दिनांक व समय	निविदा सूचना में दर्शायी तिथियों के अनुसार
8	तकनीकी निविदा खोलने की तिथि व समय	निविदा सूचना में दर्शायी तिथियों के अनुसार
9	वित्तीय निविदा खोलने की तिथि व समय	निविदा सूचना में दर्शायी तिथियों के अनुसार

निदेशक, प्राविधिक शिक्षा,

राजस्थान–सरकार

प्राविधिक शिक्षा निदेशालय राजस्थान, जोधपुर

W-6, गौरव पथ, रेजिडेन्सी रोड, जोधपुर (राज.) फोन– 0291-2434271 फैक्स न.– 2430398
Visit us: www.dte.rajasthan.gov.in e-mail ID: dte_.raj@yahoo.com

क्रमांक :– एफ.27(333)/ई–5/2016–17/30459 दिनांक :– 7/12/16

–: ई–निविदा सूचना संख्या 04/2016–17 :–

राजस्थान के राज्यपाल महोदय की ओर से अधोहस्ताक्षरकर्ता द्वारा राज्य के विभिन्न राजकीय पोलिटेक्निक महाविद्यालयों में स्टील/लकड़ी फर्नीचर की आपूर्ति संबंधित राजकीय पोलिटेक्निक महाविद्यालयों में करने के लिए निर्धारित प्रपत्र में बोनाफाईड विनिर्माता/थोक विक्रेता/सोल वितरक/प्राधिकृत डीलर/डीलर/सोल विक्रय/विपणन एजेन्ट से ई–टेण्डरिंग प्रक्रिया के अंतर्गत ऑन लाईन निविदाऐं आमंत्रित की जाती है। निविदाऐं में दी जाने वाली दरें दिनांक 31.3.2017 तक मान्य होगी

आईटम संख्या	निविदा का विवरण	अनुमानित मात्रा	अनुमानित लागत (लाखो मे)	धरोहर राशि (रू)	निविदा शुल्क (अ प्रतिदेय)	निविदा डाउनलोड प्रारम्भ की दिनांक व समय	निविदा, डाउनलोड एवं प्रस्तुत करने की अन्तिम दिनांक व समय	तकनीकी निविदा खोलने की तिथी व समय
1	कक्षाओ हेतु स्टील फर्नीचर	ITEM NO. 1 TO 3 AS PER ANNEXURE-II	27.00	54000	450	15.12.2016 सॉय 5.30 बजे से	15.12.2016 सॉय 5.30 बजे से 16.1.2017 सॉय 6.00 बजे तक	17.1.2017 प्रातः 11.00 बजे
2	प्रयोगशाला/ कार्यशालाओं/ हेतु स्टील फर्नीचर		50.00	100000	450	15.12.2016 सॉय 5.30 बजे से	15.12.2016 सॉय 5.30 बजे से 16.1.2017 सॉय 6.00 बजे तक	17.1.2017 प्रातः 11.00 बजे
3	प्रयोगशाला/ कार्यशालाओं हेतु लकड़ी फर्नीचर		13.00	26000	450	15.12.2016 सॉय 5.30 बजे से	15.12.2016 सॉय 5.30 बजे से 16.1.2017 सॉय 6.00 बजे तक	17.1.2017 प्रातः 11.00 बजे
			90.00	180000				

1. विभिन्न निविदाओं के संबंध में विस्तृत शर्ते एवं अन्य विवरण उपकरण के पूर्ण स्पेशिफिकेशन कार्यालय समय में वेब साईट **www.dte.rajasthan.gov.in, www.dipronline.org** एवं **www.sppp.raj.nic.in** (पोर्स्टल अधिनियम) पर देखा जा सकता है। निविदा प्रपत्र को वेब साईट **www.eproc.rajasthan.gov.in** से डाउनलोड/अपलोड किया जा सकता है।
2. ऑन लाईन निविदा प्रक्रिया में वे ही संवेदक भाग ले सकेंगें जिनके पास **Digital Signature Certificate** होने के साथ ही उक्त वेब साईट पर पजींकृत होगें।

3. निविदा शुल्क व धरोहर राशि का डिमाण्ड ड्रॉफ्ट सहायक निदेशक, प्राविधिक शिक्षा निदेशालय राजस्थान, जोधपुर के नाम से देय हो एवं निविदा की ई–टेण्डरिंग प्रक्रिया शुल्क के डिमाण्ड ड्रॉफ्ट राशि रुपये 1000/– जो कि **M.D., R.I.S.L.** जयपुर के नाम से देय हो तीनों पृथक–पृथक रुप से इस कार्यालय में निर्धारित समयावधि तक जमा कराना अनिवार्य है। अन्यथा निविदा नहीं खोलने की पूर्ण जिम्मेवारी फर्म की होगी। किसी भी प्रकार के स्पष्टीकरण अथवा शुद्धिकरण की नवीनतम जानकारी हेतु निविदा प्रपत्र डाउनलोड करने वाले निविदादाता नियमित रुप से उक्त वेब साईट का अवलोकन करते रहे।
4. स्टील/लकड़ी फर्नीचर की आपूर्ति संबंधित संस्थानों में 60 दिवस में करनी होगी। अन्यथा नियमानुसार एल. डी. चार्जेज की कटोति की जायेगी।
5. उपरोक्त निर्धारित तिथियों को राजकीय अवकाश होगा। तो वे निविदाऐं उसके अगले कार्य दिवस को उक्त निर्धारित समय पर खोली जायेगी।
6. सशर्त निविदा स्वीकार नहीं होगी।
7. समस्त विवादों का न्यायिक क्षैत्र जोधपुर (राजस्थान) रहेगा।
8. राजस्थान लोक उपापन पारदर्शिता अधिनियम–2012 व नियम–2013 प्रभावशील हैं । अतः निविदा पर उक्त अधिनियम व नियम के सभी प्रावधान प्रभावशील होगें।
9. किसी भी निविदा को पूर्ण/आंशिक स्वीकार करने अथवा बिना कारण बताये अस्वीकृत करने के समस्त अधिकार विभाग के पास सुरक्षित रहेंगे। जिसके संबंध में फर्म से किसी प्रकार के प्राप्त पत्रों पर विचार नहीं किया जायेगा।
10. निविदा में दर्शाये आईटमों की मात्रा एवं आपूर्ति अवधि घटाई/बढ़ाई जाने के समस्त अधिकार विभाग के पास सुरक्षित रहेगें। जिसके संबंध में फर्म से किसी प्रकार के प्राप्त पत्रों पर विचार नहीं किया जायेगा।
11. प्रत्येक उपकरण की दर एक ही अंकित (टेक्स/अन्य चार्जेज जोडकर) करने में प्राथमिकता प्रदान करे।
12. निविदा के साथ दिये जाने वाले समस्त दस्तावेंज पूर्ण रूप से भरे जायेगें।
13. वेट/सीएसटी चुकता प्रमाण पत्र (31.3.2016 तक) संलग्न करें।
14. निविदा के साथ दिये जाने वाले दस्तावेजों के अनुसार पूर्ण भरे हुऐ एवं आवश्यकता अनुसार समस्त दस्तावेज संलग्न करें। अन्यथा निविदा खोलने के संबंध में विभाग द्वारा लिया गया निर्णय अन्तिम होगा।
15. अगर आपको क्रयादेश जारी किया जाता है तो क्रयादेश में वर्णित आपूर्ति अवधि में फर्नीचर की आपूर्ति करावें। अगर किन्ही परिस्थितियों के दृष्टिगत आप समयावधि में

आपूर्ति नहीं कर सकते है तो आपूर्ति अवधि समाप्त होने से पहले विभाग को लिखित में सूचित करेगें। अन्यथा संस्था प्रधान द्वारा आपूर्ति स्वीकार नहीं की जायेगी। नियमानुसार निदेशालय द्वारा आपूर्ति अवधि बढाने के पश्चात् ही फर्नीचर की आपूर्ति करावें।

16. राजस्थान के लघु औद्योगिक इकाईयों जो निविदित आईटम के लिये पंजीकृत है, को **Form EM-II & Annexure-II** की मूल प्रति प्रस्तुत करने पर नियमानुसार धरोहर राशि में छूट दी जायेगी। इस संबंध में निविदा आईटम **EM-II** में संम्मिलित होने के आशय का शपथ पत्र साथ में संलग्न करना होगा।
17. डाक द्वारा विलम्ब के लिये विभाग जिम्मेवार नहीं होगा।
18. क्रय किये जाने वाले उपकरण/मशीनरी की आपूर्ति संबंधित राजकीय पोलिटेक्निक महाविद्यालयों में निर्देशानुसार करनी होगी। इसके लिये अलग से भुगतान देय नहीं होगा।

निदेशक, प्राथमिक शिक्षा,

राजस्थान–सरकार,
प्राविधिक शिक्षा निदेशालय, राजस्थान, जोधपुर।

क्रमांक :– एफ27(333)प्राशिनि/ई–5/30459 दिनांक :– 7/12/16

अल्पकालीन ई–निविदा सूचना संख्या 04/2016–2017

राजस्थान के माननीय राज्यपाल की ओर से अद्योहस्ताक्षरकर्ता द्वारा राजकीय पोलिटेक्निक महाविद्यालयों में स्टील/लकड़ी फर्नीचर की आपूर्ति करने हेतु निर्धारित प्रपत्र में अल्पकालीन ई–टेण्डरिंग प्रक्रिया के अन्तर्गत ऑन लाईन निविदाऐं आमंत्रित की जाती हैं। निविदाऐं में दी जाने वाली दरें दिनांक 31.3.2017 तक मान्य होगी। विभिन्न निविदाओं के संबंध में विस्तृत शर्तें एवं अन्य विवरण, उपकरण के पूर्ण स्पेशिफिकेशन कार्यालय समय में, वेब साईट **www.dte.rajasthan.gov.in, www.dipr. rajasthan.gov.in,** एवं **www.sppp.raj.nic.in** (पोर्स्टल अधिनियम) पर देखा जा सकता है। निविदा प्रपत्र को वेब साईट **www.eproc.rajasthan.gov.in** से डाउनलोड/अपलोड किया जा सकता है।

(एस. के. सिंह)
निदेशक, प्राविधिक शिक्षा

GOVERNMENT OF RAJASTHAN
DIRECTORATE OF TECHNICAL EDUCATION RAJASTHAN, JODHPUR
W-6, GAURAV PATH, JODHPUR. Phone- 0291-2434271 Fax- 2430398
Visit us: www.dte.rajasthan.gov.in e-mail ID: dte_raj @yahoo..com

……

BID DOCUMENT FORM

1. Name of item :-_____
2. Name & full address of the firm submitting the bid along with Tel. no., Fax no. & E-mail/ Mob. No.

   M/s .....

   .....

   .....
3. Addressed to:- Director, Directorate of Technical Education Rajasthan, Jodhpur-342001 (E-mail:- dte_raj@yahoo.com)
4. Reference- E-TENDER Notice No. 1/2016-17 dated ……
5. The Processing fee of Rs. 1000/-, Bid fee and Bid Security (EMD) as per tender notice has been deposited vide separate demand drafts as per enclosed scanned copies.
6. All documents required as per bid documents are enclosed.
7. Goods will be delivered within the stipulated delivery period from the date of the supply order at Jodhpur on the designated place mentioned in the work order.
8. I/ We agree to abide by all the Terms & conditions mentioned in e-Tender Notice no … /2016-17 dated …….. issued by the Department and also agree to further Terms & Conditions including special conditions of the said tender notice given in the attached sheets (all the pages of which has been signed with stamp by me/ us in token of my/ our acceptance of the terms & condition mentioned therein) If any page of the tender document is left without seal and signature, it will be deemed as signed and sealed.

SIGNATURE OF THE BIDDER
WITH SEAL AND DESIGNATION

* The words bid or tender and bidder or tenderer whereever mentioned in attached documents are synonyms and having same meaning.

GOVERNMENT OF RAJASTHAN

DIRECTORATE OF TECHNICAL EDUCATION RAJASTHAN, JODHPUR

Instruction to Bidders for Online Bidding (E-tendering)

Information to be disseminated to prospective bidder regarding on line Bidding.

1.	The Bid document can be downloaded from web site http://eproc.rajasthan.gov.in & submitted online in electronic format on same web site.
2.	Office address :- Director, Directorate of Technical Education Rajasthan, Jodhpur-342001 Phone- 0291-2434271 Fax- 2430398 Email address :- dte_raj@Yahoo.com
3.	To participate in online Bids, Bidders will have to produce Digital Signature Certificate (type II or type III) as per information Technology Act-2000 using which they can sign their electronic bids, Bidder can produce the same from any CC approved certifying agency, i.e. TCS safecrypt, Ncode etc. or they may contact e-procurment Cell Department of It & C, Government of Rajasthan for further assistance: Bidder who already have a valid Digital Certificate need not required to procure a new Digital Certificate. Contact No. : 0141-4022688 (Help desk 10am to 6 pm on all working days) E mail: eproc@rajasthan .gov.in Address: e-Procurement Cell, RISL, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur.
4.	Before electronically submitting the Bid, it should be ensured that all Bid papers including conditions of contract etc. are digitally signed by the Bidder and filled up as per the Bid Guidelines.
5.	Training for the bidders on the usage of e-tendering System is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.
6.	Bidders are also advised to refer "Bidders mannul" available under "Downloads" section for further details about the e-tendring process.
7.	**RISL Processing fees Rs. 1000.00[in addition to Bid form Fees & Bid Security (EMD)] which are as per e-tender notice (refer circular no. 19/2011 dated 30.09.2011)**
8.	**Bid security (Earnest Money) and Bid fees (in the form of Bankers Cheque/ demand draft in favour of Assistant Director, Directorate of Technical Education Rajasthan, Jodhpur payable at Jodhpur) and processing fees (by way of Demand draft in favour of MD, RISL, Jaipur payable at Jaipur) to be submitted physically at the office of undersigned up to the stipulated time & date of opening of Technical Bid,failing which the e-tender will not be admitted.**
9.	The following documents must be attached with **Technical Bid (First Cover in pdf) failing which Bid is liable to be rejected.** a. Scanned copies of BC/DD's of Bid fee, Processing fee & Bid security (EMD). b. Scanned copies of Bid document form along with Conditions of tender (SR-16) & Special Terms & Conditions duly signed and sealed. c. Sales tax clearance certificate, sales tax registration certificate and VAT declaration (as per Annexure F) . d. Instructions to bidders document duly signed & sealed by the bidder e. Scanned copy of Power of attorney for authorised signatory to sign the tender document. f. All the technical specification and details of the tendered item and technical specification in tabular form must be submitted as indicated at Annexure - I **Signature of bidder with seal**

g. Price charging certificate as per (Annexure G).
h. Declaration by the tenderer (SR 11). Annexure -E
i. Scanned copy of PAN card.
j. Annexure A, B, C & D duly signed with seal.
k. Scanned copy of form Entrepreneurial Memorandum Part-II and Annexure –H to avail benefit of EMD at reduced rate for SSI unit(If required). An affidivit in support for inclusion of tendered item in the Entrepreneurial Memorandum Part-II shall also be submitted.
l. Prescribed check list
m. Fomat of RTGS/NEFT as per Annexure –J
n. Any other documents which the bidder wants to submit and/ or any document as per tender.

Second cover (Financial/Price bid/BOQ-xls) should contain details of price quoted in BOQ.

In absence of the above or wrongly placing the required documents in any other cover or not mentioning the desired information at the specified place/ column, the bid may not be considered and will be rejected. The provisions of RTPP Rules 2013 & RTPP Act 2012 will prevail in this regard.

10. Incomplete & conditional Bid in any respect will be rejected without any information.

11. The Director, Directorate of Technical Education Rajasthan, Jodhpur has reserve the right to reject all/ any part of Bid received from the firms/ Bidders without assigned any reason thereof.

12. **IMPORTANT DATES**

S.No.	Events	Date & Time	Location
01	Start Date of downloading of tender document	…….. 10.00 AM	www.eproc.rajasthan.gov.in and www.sppp.rajasthan.gov.in
02	End date & time of downloading of tender document & submission of bid	…….. 06.00 PM	www.eproc.rajasthan.gov.in
03	Deposit Cost of Tender Specification, Processing Fee & Bid Security	upto …….. 11.00 AM (ie stipulated time & date of opening of Technical bid	Assistant Director, Directorate of Technical Education Rajasthan, W-6, Gauravpath, Residency Road, Jodhpur (Raj.)
04	Opening of Technical Bid	…..…….. 11.00 AM	www.eproc.rajasthan.gov.in
05	Opening of Financial Bid	to be intimated after Technical evaluation	www.eproc.rajasthan.gov.in & to sucessful bidders of Technical bid

Director

I/we have carefully read and understood above instruction

Signature of bidder with seal

GOVERNMENT OF RAJASTHAN
DIRECTORATE OF TECHNICAL EDUCATION RAJASTHAN, JODHPUR
W-6, GAURAV PATH, JODHPUR. Phone- 0291-2434271 Fax- 2430398
Visit us: www.dte.rajasthan.gov.in e-mail ID: dte_raj @yahoo..com

SPECIAL CONDITIONS OF TENDER

01. The bidders are requested to submit their bids prior to last date of submission to avoid Non-submission of their bids up to prescribed date due to non-availability of / hanging of website at last moments. The date of submission of bids will not be extended if system is hang up in last hours or congestion.

02. In case, the date fixed for opening of the tenders be declared as a public holiday, the bid shall be opened on the next date on which office re-opens after such holiday(s).

03. Physical submission of bids is not allowed.

04. Tenders shall be valid for a minimum period of **90 days** after the date of opening of tender. Tender mentioning a shorter validity period than specified are likely to be rejected.

05. The bidders who are interested in bidding can download tender documents from **www.eproc.rajasthan.gov.in and http://sppp.rajasthan.gov.in** up to the stipulated date & time.

06. The bids will have to be Digitally signed by the bidder and submitted online in two covers in electronic format only on website **www.eproc.rajasthan.gov.in**

07. Furnishing of tender offer shall be strictly in the manner as prescribed in Instructions to bidder and terms & conditions of tender, failing which the tender is liable for rejection.

08. The following documents are to be uploaded in **Two covers** of the bid

(A) TECHNICAL BID (First cover-pdf) :

a. Scanned copies of BC/DD's of Bid fee, Processing fee & Bid security (EMD).
b. Scanned copies of Bid document form along with Conditions of tender (SR-16) & Special Terms & Conditions duly signed and sealed.
c. Sales tax clearance certificate, sales tax registration certificate and VAT declaration (as per Annexure F) .
d. Instructions to bidders document duly signed & sealed by the bidder
e. Scanned copy of Power of attorney for authorised signatory to sign the tender document.
f. All the technical specification and details of the tendered item and technical specification in tabular form must be submitted as indicated at Annexure - I
g. Price charging certificate as per (Annexure G).
h. Declaration by the tenderer (SR 11). (Annexure E).
i. Scanned copy of PAN card.
j. Annexure A, B, C & D duly signed with seal.
k. Scanned copy of form Entrepreneurial Memorandum Part-II and Annexure –H to avail benefit of EMD at reduced rate for SSI unit(If required). An affidivit in support for inclusion of tendered item in the Entrepreneurial Memorandum Part-II shall also be submitted.
l. Prescribed check list

Signature of tenderer with seal

m. Fomat of RTGS/NEFT as per Annexure ….
n. Any other documents which the bidder wants to submit and/ or any document as per tender.

In absence of the above or wrongly placing the required documents in any other cover or not mentioning the desired information at the specified place/ column, the bid may not be considered and will be rejected. The provisions of RTPP Rules 2013 & RTPP Act 2012 will prevail in this regard.

(B) FINANCIAL BID (Second cover-xls) :

It should contain details of price quoted in BOQ.

Note:- The Financial bid of only Technically qualified bidders will be opened, the date of opening of financial bid will be displayed on www.eproc.rajasthan.gov.in and also intimated to the qualified bidders in writing.

09. The tenderers shall quote F.O.R. destination prices only. indicating the Freight inclusive of unloading and stacking and Insurance charges in Financial/Price Bid/BOQ. They will also indicate the prevailing rates of Excise Duty, Education Cess on ED, Entry Tax and VAT/Sales Tax (whether inclusive or exclusive) in the quoted prices. If the Financial/Price Bid/BOQ is not filled completely, the offer is likely to be ignored.
10. Material/Equipment on order shall be required to be dispatched on "Freight paid basis".
11. Before electronically submitting the tenders, it should be ensured that all tender documents enlisted above including conditions of contract are signed & sealed on each & every page by the authorized representative of the firm after filling requisite information/details desired in the specification & Qualifying Requirement.
12. The complete set of documents must be then furnished **duly digitally signed through DSC of bidders company** and submitted on **www.eproc.rajasthan.gov.in** in time **as per checklist** provided with the tender document . The checklist along with relevant page nos. shall also be submitted with the tender.
13. All tenders, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over writing in figures or words or corrections not initialed and dated, may be liable to rejection.
14. Payment shall be made to supplier/contractor through RTGS/NEFT for quick and safe transfer of funds across the country. The charges for transfer through RTGS/NEFT shall be on the part of supplier/ contractor. The supplier/ contractor shall furnish particulars to the payment making authorities of DTE in prescribed format to be provided by the purchaser. **(Annexure- G)**
15. No conditional tenders shall be accepted and will be rejected summarily forthwith.
16. The DTE reserves the right to cancel the tender at any time without assigning any reasons. The DTE does not bind himself to accept the lowest or any tender or any part of the tender and shall not assign any reason(s) for the rejection of any tender or a part thereof.
17. No refund of tender fee is claimable for tenders not accepted or forms not submitted.
18. Payment of Bill will be made by **Director, Technical Education, Jodhpur** after the receipt of material and found to entire satisfaction and as per specification and good conditions mentioned there in supply order.

Signature of tenderer with seal

19. The supply will be accepted only on working day in the office working hours.

20. The Tenderer would provide Guarantee for an appropriate period from the date of delivery of the said goods in good conditions. During Course of Guarantee period, the items will have to be got be repaired/replaced FREE OF COST at Concerning Institute.

21. Quantity of items can be increased/decreased/cancelled. Department is competent to accept/refuse the Tender/Tenders without quoting any reason thereof.

22. All other Terms and conditions shall be as specified in the Rajasthan Transparency in Public Procurement Act, 2012, Rajasthan Transparency in Public Procurement Rule, 2013 and will prevail.

Enclosed : As Above

Joint/Assistant Director
for DIRECTOR
TECHNICAL EDUCATION RAJASTHAN
JODHPUR

Signature of tenderer with seal

GOVERNMENT OF RAJASTHAN
DIRECTORATE OF TECHNICAL EDUCATION RAJASTHAN, JODHPUR
W-6, GAURAV PATH, JODHPUR. Phone- 0291-2434271 Fax- 2430398
Visit us: www.dte.rajasthan.gov.in e-mail ID: dte_raj @yahoo..com

……

"CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER"

Note : Tenderers should read these conditions carefully and comply strictly while sending their tenders.

1. Tenders are hereby invited in e-tender system for purchase of ……. Tenders are to be submitted online in electronic format on website http://eproc.rajasthan.gov.in. The tender document/specification can be downloaded from above mentioned website

1.1 **"Tenders by Bonafide Dealers"** :- Tenders shall be given only by Bonafide Dealers in the goods. They shall therefore, furnish a declaration in the S.R. form 11. (Copy enclosed).

2.1 Any change in the constitution of the firm, etc. shall be notified forthwith by the contractor in writing to the purchase officer and such charge shall not relieve any former member of the firm, etc. from any liability under the contract.

2.2 No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors receipt for acknowledgement or bind all of item and will be sufficient discharge for any of the purpose of the contract.

3.1 **V.A.T. REGISTRATION AND CLEARANCE CERTIFICATES :** No manufacturer who is not registered under the V.A.T. Act prevalent in the state where his business is located shall tender. The V.A.T. registration number should be quoted and V.A.T. clearance certificate from the commercial taxes officer of the circle concerned shall be submitted in original or duly attested copy of VAT Clearance Certificate which is not more than 6 month old, without which the tender is liable to rejection.

3.2 Attested copy of Sales Tax registration certificate (S.T.-14) should be enclosed with tender.

3.3 Firm situated in rajasthan shall enclose VAT Clearance Certificate which is not more than 6 month old. Firm situated outside of rajasthan shall enclose valid VAT Clearance certificate with date of validity otherwise it should not be older than 6 month. Outside of rajasthan where VAT clearance certificate not issued by government than tax return of last year/six month/try month and challan of tax paid just before the NIT invitation shall be enclosed.

4. Tenderer will have to submit copy of PAN CARD duly attested by the Tenderer without which tender may not be considered.

5. Tender forms shall be filled in ink or typed. No Tender filled in pencil shall be considered. The Tenderer shall sign the Tender form at each page and at the end including amendment sheet enclosed. In token of acceptance of all the terms and conditions of the tender.

Signature of tenderer with seal

6. Rate shall be written both in Words and Figures. There should not be errors and or over writing. Correction if any, should be made clearly and initialed with dates. The Rates should mention element of the Rajasthan State V.A.T. and Central Sales Tax separately.

7. All Rates quoted must be F.O.R. Destination and should include all incidental charges except octroi. Central/Rajasthan V.A.T, which should be shown separately. In case of Local supplies the rates should include all taxes etc. and no cartage of Transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises of purchase officer/F.O.R. Destination Stores as mention in tender Document. Goods to be purchased are for the purpose of official use. Hence, octroi is not payable. The rates, therefore, should be exclusive of octroi and local tax. In case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale. the Rates shall inclusive of octroi and local tax. In the former case a certificate in the prescribed form will be furnished along with the supply order.

8.1 COMPARISON OF RATES : In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to price preference under the Rules, the elements of Rajasthan V.A.T. shall be excluded whereas that of Central Sales Tax shall be included.

8.2 While comparing the rates in respect of firms within Rajasthan the element of Rajasthan V.A.T. shall be included.

9. PRICE PREFERENCE : Price preference will be given to the goods produced or manufactured by industries of Rajasthan over goods produced or manufactured by industries outside Rajasthan as per purchase of stores (Preference to industries of Rajasthan) Rules 1995.

9.1 Preference to Local Industries Registered with the Director of Industries. Rajasthan, Jaipur over the Tendering Units, outside the State of Rajasthan as per the policy approved by the government will be operative.

9.2 Under the different situations between local tendering unit of S.S.I. Rajasthan and outside the State of Rajasthan the policy as laid down by the Government will be operative & rule amended up to date shall be applicable. (Amended vide Finance Department Order No. F-15 (1) FD/CSPO/9608/2000 Date 21/03/2000).

10. **VALIDITY :** Tenders shall be valid for a period of **Three months** form the date of opening of Tender.

11. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, Make and drawings, etc. of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specifications, drawing, etc. he shall before signing the contract, refer the same to the purchase officer and get clarification

12. The contractor shall not assign or sublet his contract or any substantial part there of to any other agency.

13.1 **SPECIFICATIONS :** All article supplied shall which strictly confirm to specifications. Trade mark laid down in the Tender form and wherever articles have been required according to ISI specifications. Those articles should confirm strictly to those specification and should bear such marks.

Signature of tenderer with seal

13.2 The supply of articles marked with a struck/at serial number shall in addition, confirm strictly to the approved samples. The supplier shall be of the very best quality and description. The decision of the confirm to the specification and are in accordance with the samples. If any, shall be final and binding on the tenderers.

14.1 WARRANTY/GUARANTEE CLAUSE : The Tenderer would give guarantee that the goods/stores/ articles would continuous to confirm to the description and quality as specified for a minimum period of **12 Months** from the date of delivery of the said goods/ stores/articles to be purchased and that not with standing the fact that the purchaser may have inspected and/or approved the said good/stores if during the aforesaid period of 12 months. The said goods/stores/articles to discovered to confirm to the description and quality aforesaid or have determined (and the decision of the purchase officer in that behalf will be final and conclusive). The purchaser will be entitled to reject the said goods/stores/articles or such portion there of as may be discovered not to confirm to the said description and quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provision relating to rejection of goods. etc. shall apply. The tenderer shall if so called upon to do replace the goods, etc. or such portion there of as is rejection by the purchase officer, otherwise the tenderer shall pay such damage as may arise by reason of the beach of the condition here in contained.

Nothing here in contained shall prejudice any other right of the purchase officer in that behalf under this or otherwise.

14.2 In case of machinery and equipment also guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any remove any manufacturing defect if found during the above period so as to make machinery and equipment operative. The Tenderer shall also replace machinery and equipments in case it is found defective which can not be put to operations due to manufacturing defect etc.

14.3 In case of machinery and equipment specified by the purchase, officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The Tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for as specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the purchase officer who may like to purchase spare parts from them to maintain, the machinery and equipment in perfect condition.

15.1 INSPECTION: The purchase officer or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the material and workmanship of the goods/equipments/machineries during manufacturing process or afterwards as may be decided.

15.2 The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business a letter of introduction from their bankers will be necessary.

Signature of tenderer with seal

16. **SAMPLES:** Tender for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by train, etc. should be dispatch freight paid and the R.R. or G.R. should be sent under a separate registered cover. Samples for catering food items should be given in a plastic box or in polythene bags at the cost of the tenderer.

17. Each samples shall be marked suitable either by written on the sample or on a slip or durable paper securely, fastened to the sample the name of the tenderer and serial number of the item, of which it is a sample in the schedule.

18. Approved samples would be retained free of cost up to the period of six month after the expiry of the contract. The government shall not be responsible for any damage, wear and tear or loss during testing, examination etc. during the period these samples are retained. The samples shall be collected by the tenderer on the expiry of the stipulated period. The Government shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the government and no claim for their cost etc. shall be entertained.

19. Samples not approved shall be collected by the unsuccessful tenderers. The government will not be responsible for any damage, wear and tear or loss during testing examination etc. During the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost etc. shall be entertained.

20. Supplies when received shall be subject to inspection to ensure whether they confirm to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in government laboratories, reputed testing house. Like Shri Ram Testing house, New Delhi and the like another supplies will be accepted only where the articles confirm to the standard of prescribed specifications as a result of such tests.

21. **DRAWLS OF SAMPLES :** In case of tests, samples shall be drawn in four sets in the presence of tenderer of his authorize representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or forth will be retained in the office for reference and record.

22. **TESTING CHARGES :** Testing charges shall be borne by the Government. In case urgent testing is desired to be arranged by the tenderer or in case of test results showing that suppliers are not up to the prescribed standards or specifications, the testing charges shall by payable by the tenderer.

23.1 **REJECTION :** Article not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the purchase officer.

23.2 If however due to exigencies of government work, such replacement either in whole or in part, is not considered feasible, the purchase officer after giving a opportunity to the tenderer of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

24. The rejected articles shall be removed by the tenderer within **15 days** of intimation of rejection after which purchase officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer risk and on his account.

Signature of tenderer with seal

25. The tenderer shall be responsible for the proper packing so as to avoid damage under normal condition of transport by sea, rail and road or air and delivery of the material in good condition to be consignee at destination. In the event of any loss and breakage or leakage or any shortage the tender shall be liable to make good such loss and shortage found at the check/inspection of the materials by the consignee. No extra cost on such account shall be admissible.

26. The contract for the supply, can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.

27. Direct or Indirect canvassing on the part of the tenderer or his representative will be disqualification.

28.1. **DELIVERY PERIOD**

The Tenderer whose tender is accepted shall arrange supplies within a period as mentioned in tender notice from the date of supply order/by as under :

S.No.	Items	Quantity	Delivery Period
			60 days

28.2. At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased, but such increase shall not exceed 50% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the bidding documents.

28.3 If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.

28.4 Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order is 50% of the value of goods or services of the original contract.

29.1 EARNEST MONEY: Tender shall be accompanied by an earnest money as mentioned in tender notice, without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of **Assistant Director, Technical Education Rajasthan, Jodhpur.**

1. Cash through Treasury Challan deposited under head

   8443-Civil deposit

   103-Security deposits

2. Bank Drafts/Bankers Cheques of the schedule Bank.

29.2 **REFUND OF EARNEST MONEY :** The Earnest Money of unsuccessful tenderes shall be refunded soon after a final acceptance of tender.

Signature of tenderer with seal

29.3 **PARTIAL EXEMPTION FROM EARNEST MONEY :-** Firms which are registered with Director of Industries. Rajasthan shall furnish the amount of earnest money is respect of items for which they are registered as such subject to their furnishing registration certificate in original or Self Attested Photostat copy issued from the Director of Industries, Rajasthan at the rate of 0.5 % of the estimated value of the tender shown in N.I.T.

CLAUSE :-

i. Micro and Small Enterprises which have obtained an acknowledgement of EM-II from the concerned District Industries Centre, shall make payment of earnest money @ 0.5% (Half Percent) of the value of the quantity offered for supply by them in respect of item(s) for which acknowledgement of EM-II has been issued to them.

ii. Such Enterprises shall be required to pay security deposit @1% of the value of stores ordered to be supplied on furnishing of an attested copy of acknowledgement of EM-II with an affidavit of Rs. 10/- non judicial stamp by enterprise in prescribed format. {vide FD Circular No. 24/2010 dated 19.10.210}

29.4 The Central Government and Government of Rajasthan under taking need not furnish any amount of earnest money.

29.5 The earnest money/security deposit lying with the department/office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards Earnest Money/Security Money for the fresh tenderer. The earnest may however, be taken into consideration in case tenders are re-invited.

30. **FORFEITURE OF EARNEST MONEY :** the Earnest Money will be forfeited in the following cases :

i. When tenderer withdrawls or modifies the offer after opening of tender but before acceptance of tender.

ii. When tenderer does not execute the agreement, any other formality require by Department, if any, prescribed within the specified time.

iii. When tenderer does not deposit the security Money after the supply order is given.

iv. When he fails to commence the supply of the items as per supply order within the time prescribed.

v. If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and chapter VI of RTPP rules 2013.

Signature of tenderer with seal

AGREEMENT AND SECURITY DEPOSIT :-

31.1 i. Successful tenderer will have to execute an agreement in the **Form 17** (On non-judicial Stamp Paper of the value as under) within a period of 15 days of issue of order and deposit security equal to 5 % of the value of the stores for which tenders are accepted within 15 days from the date of dispatch on which the acceptance of the tender is communicated to him.

(a) Order amount upto 10.00 Lacs **Rs.- 500.00**

(b) More than Rs. 10.00 Lacs but upto 50.00 Lacs **Rs.- 1000.00**

(c) More than 50.00 Lacs **Rs.- 5000.00**

ii. No interest will be paid by the department of the security money.

iii. The Earnest Money deposited at the time of tender will be adjusted towards security amount. The security money amount shall in no case be less than the earnest money.

iv. Performance security shall be furnished in any one of the following forms-

(a) deposit through **eGRAS**.

(b) Bank Draft or Banker's Cheque of a scheduled bank.

(c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master.

(d) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

(e) Any other instrument as mentioned in Rajasthan Transparency in Public Procurement Rules 2013.

v. Performance security furnished in the form specified in clause (b) to (e) of sub-rule {31.1(iv)} shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

31.2 i. Firms register with the Director of Industries, Rajasthan in respect of stores for which they are registered subject to their furnishing the registration certificate to original form the Director of Industries or a Photo Copy or a copy their of duly attested by any gazette officer will be partially exempted from earnest money and shall pay deposit @ 1% of the estimated value of tender.

Signature of tenderer with seal

ii. Central govt. & Govt. of Rajasthan under taking will exempted from furnishing security amount.

31.3 FORFEITURE OF SECURITY DEPOSIT: Security amount in full or part may be forfeited in the following cases :

a. When any Terms and conditions of the contract is breached.

b. When the Tenderers fails to make complete supply satisfactorily.

c. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the purchase officer in this regard shall be final.

31.4 The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be : furnished free of charge with one executed stamped counter part of the agreement.

32. i. All goods must be sent freight paid through rail or goods transport. If goods are sent freight to pay, the freight together with Departmental charge 5% of the freight will be recovered form the suppliers bills.

ii. R.R. should be sent under registered cover through bank only.

iii. In case supply is desired to be sent by the purchase officer by passenger train. the entire railway freight will be borne by the department.

iv. Remittance charges on payment made shall be borne by the tenderer.

33. INSURANCE

i. The goods will be delivered at the destination godown in prefect condition. The supplier, if he so desired may be insure the valuable goods against lost by theft destruction or damage by fire, flood under exposure to whether or otherwise viz. (war rebellion, roit etc.) The insurance charges will be borne by the supplier and state will not be required to pay such charges, if incurred.

ii. The articles may also be got insured at the cost of the purchaser if so desired by the purchaser. In such cases, the insurance should invariably be with life Insurance Corporation of India or its subsidiaries.

34. PAYMENTS :

i. Advance payment will not be made except in rare and special case. In case of advance payment being made it will be against proof of dispatch and to the extent as prescribed in financial power by rail/reputed goods transports companies etc. and prior inspection, if any. The balance in any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection note given to the tenderer.

ii. Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in the proper form by the tenderer to the purchase officer in accordance with G.F. & A.R. all remittance charges will be borne by the tenderer.

Signature of tenderer with seal

iii. In case of disputed items. 10 to 25% of the amount shall be with held and will be paid on settlement of the dispute.

iv. Payment in case of these goods, which need testing, shall be made only when such tests have been carried out, test results received conforming to the prescribed specifications.

35.1 The time specified for delivery in the Tender form shall be deemed to be the essence of the contract are the successful tenderer shall arrange supplies with in the period on receipt of the firm order from the purchase office.

35.2 a. Delay up to the one fourth period of the prescribed delivery period. **2.5 %**

b. Delay exceeding one fourth but not exceeding half of the prescribed period. **5.0 %**

c. Delay exceeding half but not exceeding three fourth of the prescribed period. **7.5 %**

d. Delay exceeding three fourth of the prescribed period. **10 %**

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

35.4 The maximum amount of liquidated damages shall be 10%.

35.5 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 work-order for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

35.6 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 tenderer.

36. RECOVERIES :

Recoveries of liquidated damages short supply breakage, rejected articles shall ordinary be made from bills. Amount may also be with held to the extent of short supply breakages, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and the security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act. or any other law in force.

37. Tenderers must make their on arrangement to obtain import license if necessary.

38. If a tenderer imposes conditions which are in addition to or in conflict with the conditions mentioned in his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the purchase officer.

39. The purchase officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or any one or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.

Signature of tenderer with seal

40. The tenderer shall furnish the following documents at the time of execution of agreement.

i. Attested copy of Partnership Deed in case of partnership firms.

ii. Registration No and Year of registration in case partnership firm is registered with register of firms.

iii. Address of residence and office telephone number in case of sale proprietorship.

iv. Registration issued by Registrar of companies in case of company.

41. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the term of the contract, the matter shall be referred to by the parties to the Head of the Department who will appoint his senior most deputy at the sole arbitrator of the dispute who will not be related to this contract and whose decision shall be final.

42. All legal proceedings, if necessary arise to the institute may by any of the parties (Government or contractor) shall have to be lodged in courts situated in Jodhpur, Rajasthan and not elsewhere.

DIRECTOR
TECHNICAL EDUCATION RAJASTHAN
JODHPUR

I/We have carefully read and understood above terms and conditions (from 1 to 42) of the tender and abide by them.

I/We have also certify that all the information and catalogue etc. of the tendered item has been enclosed and no information has been held back by us.

SIGNATURE OF THE TENDERER
With seal and designation

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 mislead or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.

c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process.

d) not misuse any information shared between the procuring entity and the Bidders with an intent to gain unfair advantage in the Procurement process.

e) not indulge in any coercion 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 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 compliances 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 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 purposes of the Bid; or

d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access 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 specifications of the Goods, Works or Services that are the subject of the Bid; or

g) Bidder or any of its affiliates has been hired (or to proposed to be hired) by the Procuring Entity as engineer-in charge/consultant for the contract

Signature of tenderer with seal

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 Bid No. ……..…… Dated ……. I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that;

01. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

02. 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 specified in the Bidding Documents;

03. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;

04. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to entire to 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 proceedings;

05. I/we do not have conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date :

Place :

Signature of Bidder with seal

Name :

Designation :

Address :

ANNEXURE- C

GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The Designation and address of the First Appellate Authority is ……...

The Designation and address of the Second Appellate Authority is …….…….

01. **Filing an appeal**

If a Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provision to the provision 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.

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings.

Provided 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.

02. 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.

03. If the officer designation under para (1) fails to dispose 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 First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding 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.

04. **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 negotiation;

d) cancellation of a procurement process;

e) applicability of the provisions of confidentiality.

05. **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.

Signature of tenderer with seal

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.

06. **Fee of filing appeal**

a) Fee for first appeal shall be rupees two thousand five hundred and 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.

07. **Procedure for disposal of appeal**

a) The first Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, Shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall,-

(i) here 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 perties 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 tenderer with seal

FORM No.1 [See rule 83]

MEMORANDUM OF APPEAL UNDER THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012

Appeal No. …….. of ……..

Before the ……..…… (First/Second Appellate Authority)

01. Particulars of appellant :

(i) Name of Appellant :

(ii) Official address, if any :

(iii) Residential address :

02. Name and address of the respondent(s) :

(i)

(ii)

(iii)

03. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the act by which the appellant is aggrieved :

04. If the Appellant proposes to be represented by a representatives, the name and postal address of the representative :

05. Number of affidavits and documents enclosed with the appeal :

06. Ground of appeal :

……

……

……..

(supported by an affidavit)

07. Prayer :

……

……

……..

Place : ……..

Date : …… **Appellant's Signature**

ANNEXURE- D

ADDITIONAL CONDITIONS OF CONTRACT

01. **Correction of arithmetical errors :**

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

(i) if there is discrepancy between the unit price and the total price that is obtained b y multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

(ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

02. **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 prices or other terms and 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 suppliers fails to do so, the Procuring 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 Suppliers.

03. **Dividing quantities among more than one 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.

Signature of tenderer with seal

ANNEXURE-E

"DECLARATION BY THE TENDERERS" (S.R. 11)

I, We declare that I am …… / We are bonafide /Manufacturer/Whole Sellers/ Sole Distributors/ Authorized Dealer/ Dealers/ Sole Selling/ Marketing Agent in the Good/Stores/Equipments/Furniture's for which I/We have Tendered. **(STRIKE OFF WHICHEVER IS NOT APPLICABLE)**

If, this Declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the Tender if any to the extent accepted may be cancelled.

SIGNATURE OF THE TENDERER
With seal and designation

ANNEXURE- F

"V.A.T./C.S.T. DECLARATION"

I, Certify that the goods on which V.A.T. has been charged have not been exempted under the central Sales Tax Act. (C.S.T.) or State V.A.T. Act. or V.A.T. Rules, or the Rules made there under and the amount charged on account of Sales. Tax is not more than what is payable under the relevant provisions of the V.AT. Act or the Rules made there under.

Certify that we M/s ……..

……..

are registered as Manufacturer in the …….…….. (State or Union Territory) under Sales Tax/VAT Registration No. ……

.

SIGNATURE OF THE TENDERER
With seal and designation

ANNEXURE- G

PRICE CHARGING CERTIFICATE

I/We hereby certify that the rate offered in Financial bid are reasonable and justified and we are not marketing lower rates to other department on condition of the tender and contract.

SIGNATURE OF THE BIDDER
WITH SEAL AND DESIGNATION

Annexure-J

REAL TIME GROSS SETTLEMENT (RTGS) / NATIONAL ELECTRONIC FUND TRANSFER (NEFT)

From: M/s. ……..
……..
……...

To,

The Director,
Directorate of Technical Education Rajasthan,
Jodhpur.

Sub:- RTGS / NEFT Payments.

We refer to remittance of our payments using RBI's RTGS/NEFT. Our payments may be made through the above system to our under noted account at our cost :-

Name of Firm	:	
Full Address	:	
Mobile Number	:	
mail ID for Payment Information	:	
PAN Number	:	
Bankers Name	:	
Branch Name	:	
9 Digit Code of Bank (Appearing on the MICR Cheque issued by the Bank	:	
Account Type with Code	:	
Account Number (as appearing on Cheque Book)	:	
IFSC Code for RTGS	:	

Signature of Bidder
with Stamp & Address

Annexure- I (If Applicable)

FORMAT OF AFFIDAVIT

(On non-judicial Stamp Paper of Rs- 10/- vide FD Circular No. 24/2010 dated 19.10.210)

I ……..……..….. S/o ……..…… Aged ….……. Years …… Residing at ……..…… Proprietor/Partner/Director of M/s ……..…….…… do hereby solemnly affirm and declare that :

a) My/Our above noted enterprise M/s ……. has been issued acknowledgement of Entrepreneurial memorandum Part-II by the District Industries Centre ……..….. The acknowledgement No is ……... Dated ……..…. and has been issued for manufacturer of following items :

(i)

(ii)

(iii)

(iv)

(v)

b) My/Our above noted acknowledgement of Entrepreneurial memorandum Part-II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.

c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.

Place :

Signature of Proprietor/ Director
Authorised Signatory with Rubber Stamp & Date

(ATTESTED BY FIRST CLASS MAGISTRATE OR NOTARY PUBLIC)

CHECK LIST

List of required Schedules/documents to be submitted online duly signed/ digitally Signed by Authorized Signatory

S. No.	Particulars as per specification	Description of required document	Details of documents to be uploaded by bidder along with relevant page Nos.
(i) COVER – I : Details of Tender Fee/Bid Security/Tender Processing Fee etc. (.pdf)			
01	Cost of Tender Document	Proof of depositing cost of tender specification documents (DD/ Banker's Cheque).	
02	Details of Bid security (EMD)/ Registration/ exemption certificate (EM-II)	Proof of depositing Bid Security (DD/Banker's Cheque/vendor Registration certificate / copy of EM-II with annexure H & affidavit	
03	Tender processing fee	Proof of depositing DD/ Banker's Cheque towards e- tender processing fee.	
04	Authorization of Digital Signature (if applicable)	Power of Attorney for authorized signatory to sign the tender document digitally	
05	VAT Clearance Certificate (Annexure-F)	Yes/No	
06	VAT Registration Certificate	Yes/No	
07	Copy of PAN Card	Yes/No	
08	Bid document form duly singed & sealed	Yes/No	
09	Special conditions of tender	Yes/No	
10	Tender form SR-16	Yes/No	
11	Declaration regarding Bonafide dealer SR-11 (annexure-E)	Yes/No	
12	Annexure A, B, C, D,G,H,J	Yes/No	
13	Technical specifications in annexure-H	Yes/No	
(iii) COVER – II : Financial/Price Bid/BOQ (.xls)			
01	Price bid/BOQ	Details of Price quoted of the material offered in Price bid/ BOQ	

Signature of tenderer with seal

ANNEXURE "H"

e-Tender No. 2 Part 1 (2016-2017) CLASS ROOM STEEL FURNITURE

SN	Name of Item with Specifications	Jalore	Karoli	Dausa	Bundi	Tonk	Jhunjhunu	Bagidora	Nagaur	Bhilwara	Pratapgarh	Baran	Dungarpur	Dholpur	Jaisalmer	Hanumangarh	Total Quantity	Specify variation in Specification if any.
1	CLASS ROOM DESK & CHAIR INTEGRATED, TWO SEATER AS PER DRAWING	0	0	0	150	0	0	70	0	142	0	0	50	60	0	0	472	
2	CLASS ROOM DESK & CHAIR INTEGRATED, SINGLE SEATER AS PER DRAWING	150	0	0	150	0	0	85	0	160	0	0	25	0	0	60	630	

Terms & Condition :-

1. F. O. R. Baran/ Dungarpur/ Dholpur/Pratapgarh/ Jaislmer/ Dausa/ Nagour/ Pali (for Jalore)/ Tonk/ Bundi/ Alwar (for Karauli)/ Bagidora/ Jhunjhunu/ Bhilwara/Hanumangarh.
2. Delivery Period 60 days
3. VAT Extra/Paid quoted..... %
4. Subject to Jurisdication at Jodhpur

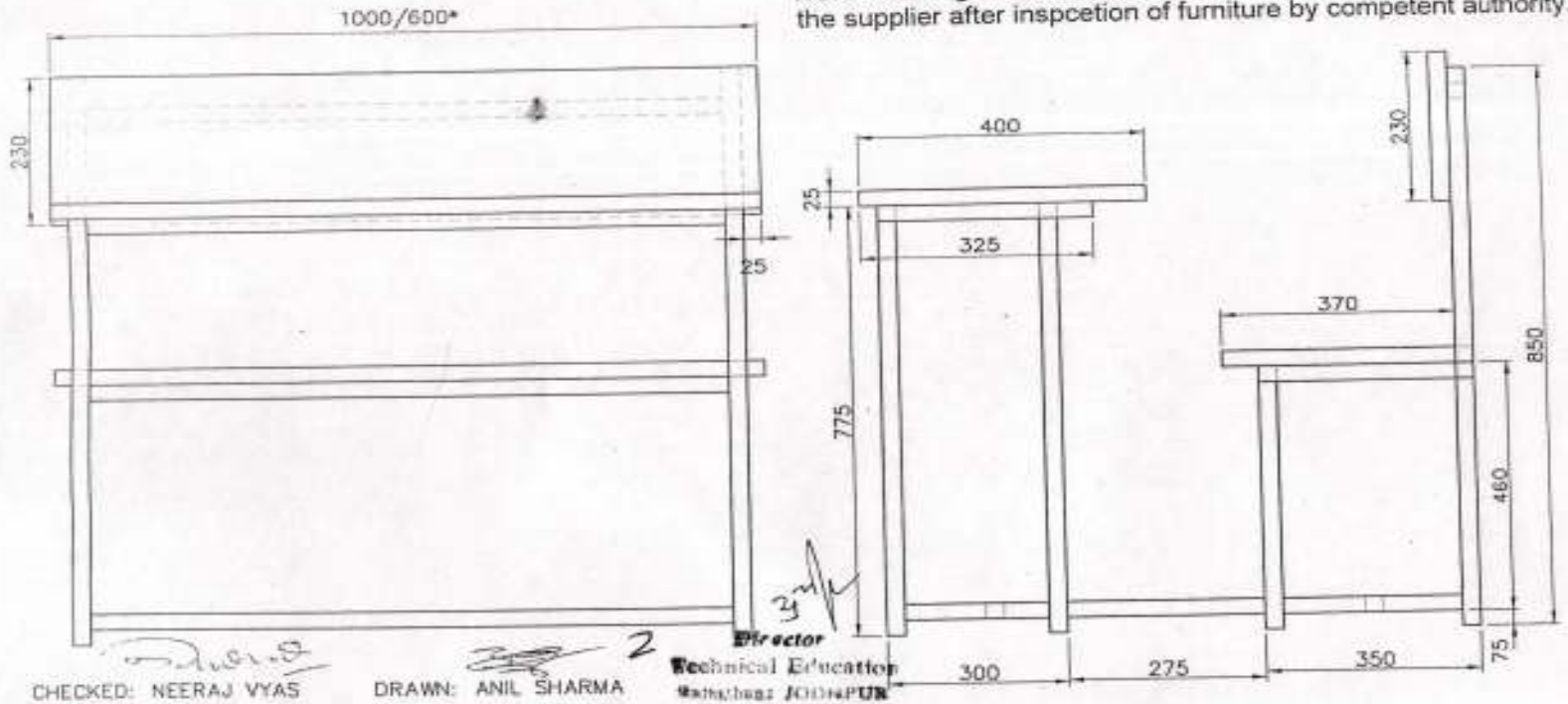
Signature of tenderer with seal

2/1 2015-16

STUDENT TABLE AND CHAIR FOR 2 STUDENTS

TOP, SEAT AND BACK:
Made of 25mm ISI marked ply 1 mm thick formica of teak colour on facing side. Top should be screwed with frame from below after tightening appropriate numbers of cup head screws.
FRAME : 25 mm square M.S. pipe of 16 gauge and enamelled with steel grey paint.

* Same drawing can be used for single seater table and chair. The overall width will be 600 mm.
Tolerance: ±2MM STEEL WORK
(EXCEPT PLY THICKNESS & STEEL GAUGE)
Note: Painting/ Polishing work on iron frame/wooden work will be done by the supplier after inspcetion of furniture by competent authority.



CHECKED: NEERAJ VYAS DRAWN: ANIL SHARMA

Director
Technical Education
Rajasthan JODHPUR