

BID INTRODUCTION

1-	The number of the invitation to Bid is	: NIB NO. 02. Dated 24-01-2024
2-	The Procuring Entity is	: Principal, Government Dungar College Bikaner
3-	The Goods to be procured are & Period	:Procurement of Stationary and other Office material amount 6,25,000 for Principal (GDC) upto 31-01-2025
4-	The price of the Bidding Document	:Rs. 500/- by way of Cash/Demand Draft/Banker's Cheque in the name of Principal Government Dungar College bikaner
5-	For clarification purposes only,the Procuring Entity's address is	: Principal, Government Dungar College Vyas Colony, Bikaner 334001 Email: dungarcollegebikaner334001@gmail.com Phone No. 0151-2528036
6-	The language of the Bid is	:English& Hindi
7-	The bidder shall submit with its bid	:Mentioned at Bid Check list
8-	Bid security(Earnest money)	:The amount of Bid Security shall be Rs 12500 i.e. 2% of Estimated value of offered quantity. Bid Security Demand Draft/ Banker's Cheque in the name of Principal Government Dungar College bikaner
9-	Receiving of Bids Documents by Bidder	Up to 12:00 PM on 30-01-2024 on Rajasthan Government's Portal www.sppp.rajasthan.gov.in OR office of Principal Government Dungar College bikaner
10-	Submission of Bids	:Up to 05:00 PM on 30-01-2024 at Principal Government Dungar College bikaner
11-	Opening of Bids	:At 11:15 AM on 31-01-2024 At Office of Principal Government Dungar College bikaner

12- (a) The Designation and Address of First Appellate Authority- Commissioner, College Education department Jaipur

(b)The Designation and Address of Second Appellate Authority - Secretary, Higher Education department Rajasthan, Jaipur

I/We (Name of the person) in the capacity of (Designation as bidder have read the introduction, NIB and all the condition of Bid annexed here to carefully and agree to abide by all the condition and have digitally signed and serially numbered all the pages in token of acceptance thereof, details of the bidding firm/company are as below:

राजस्थान सरकार

कार्यालय प्राचार्य, राजकीय डूंगर महाविद्यालय, बीकानेर

बोली प्रपत्र स्टेशनरी एवं कम्प्युटर सामग्री हेतु

1	बोलीदाता/संवेदन का नाम	
2	डाक का पता मय मोबाईल नम्बर	
3	ई-मेल	
4	बैंक का नाम मय आईएफएससी कोड	
5	खाता संख्या	

6. बोलीदाता/संवेदक द्वारा निम्नलिखित पंजीकरण का विवरण निर्धारित, कॉलम्स में प्रस्तुत किया जायेगा तथा पंजीकरण प्रमाण पत्रों की स्वहस्ताक्षरित प्रति बोली दस्तावेजों के साथ लगानी होगी :-

क्र.सं.	विवरण	रजि०संख्या	वर्ष	पंजीकरण दिनांक	संलग्नक क्रमांक
1	वस्तु एवं सेवाकर (GST)				
2	आयकर (पैन नम्बर)				
3	राजस्थान दुकान एवं वाणिज्यिक संस्थान अधिनियम 1958 अथवा इण्डियन पार्टनरशिप एक्ट 1932 अथवा इण्डियन कम्पनी एक्ट 1956 के अन्तर्गत				

7. स्टेशनरी एवं अन्य कार्यालय सामग्री हेतु दरें निम्नानुसार हैं

S. No.	Name of article with specification	Rate	Net Price	Quantity
1	2	3	4	5
1	विभिन्न प्रकार की सामग्री एवं स्टेशनरी की आपूर्ति दर-संविदा	As per Enclosed list		

8. निविदा प्रपत्र राशि का विवरण बैंकर्स चैक/डीडी संख्या दिनांक.....राशि
..... एवं प्रतिभूति राशि का विवरण बैंकर्स चैक/ डीडी संख्या दिनांक.....
.....राशि
9. संलग्न सभी प्रपत्रों पर हस्ताक्षर मेरे द्वारा/निविदादाता द्वारा कर दिये गये हैं।
10. हम निविदा सूचना संख्या दिनांक में उल्लेखित सभी शर्तों का पालन करने के लिये सहमत हैं।
11. निविदा सूचना के साथ संलग्न दस्तावेजों पर हमारे द्वारा उल्लेखित शर्तों की स्वीकृति के लिये हस्ताक्षर कर दिये गये हैं।

बोलीदाता के हस्ताक्षर
मय सील

कार्यालय प्राचार्य, राजकीय डूंगर महाविद्यालय, बीकानेर जी-अनुसूची

अवधि 01.02.2024 से 31.01.2025 तक बोली दाताओं द्वारा प्रदाय की जाने वाली सामग्री (संभावित/अनुमानित) का विवरण निम्नानुसार है, वार्षिक दर-संविदा हेतु कृपया बोलीदाता फर्म अपने दरें इस जी-अनुसूची में नीचे अंकित सामग्री के सम्मुख अपनी मैक सहित दरें प्रस्तावित करें :-

क्रम सं.	सामान का विवरण			
	सामग्री का नाम	मांग की गयी सामग्री का फर्म द्वारा प्रस्तावित/विवरण/ब्रान्ड/मैक/मॉडल	बोलीदाता द्वारा प्रस्तावित दर	
			राशि (अंकों में)	राशि (शब्दों में)
1	आलपिन 100 ग्राम पैकेट			
2	नक्शे (राजस्थान,भारत,ऐशिया,संसार) प्रति पैकेट 100 नग			
3	करेक्शन पेन 7 एम.एल.			
4	कार्बन पैकेट A/4 साईज			
5	फूल झाडू 500 ग्राम प्रति नग			
6	बांस झाडू 5 फूट बाँस सहित			
7	कलर चॉक प्रति डिब्बा			
8	डस्ट प्रुफ चॉक प्रति डिब्बा कोरस			
9	सफेद चॉक			
10	चपडी प्रति पैकेट			
11	ड्राइंग पिन प्रति पैकेट 13 एमएम			
12	ड्राइंगशीट 119gsm, size 75x55cm			
13	कार्ड शीट			
14	डोरा (धागा) प्रति किलो			
15	डस्टर (ब्लैक बोर्ड) प्रति नग			
16	फिनाइल उच्च क्वालिटी 1 लीटर बोतल			
17	फाइल कवर	1. साधारण		
		2. प्लास्टिक कोटेड		
18	बॉक्स इन्डेक्स फाईल			

19	स्प्रिंग फाईल कवर			
20	फाइल टैग प्रति सौ नग			
21	फाइल लैस प्रति नग लम्बाई साईज 24"			
22	फाइलपैड गत्तेदार प्रति नग			
23	ग्लूस्टिक (Gluestick) 22 gm प्रति नग			
24	ग्राफ पेपर (पैड प्रति 100 नग)			
25	गोंद ट्यूब छोटी प्रति नग			
26	गोंद बोतल 700 एमएल			
27	लिफाफे 11"x5" 60 gsm			
28	लिफाफे 3"x6" 60 gsm			
29	लिफाफे 9"x4" 60 gsm			
30	लिफाफे 10"x12" लेमीनेटेड 100 gsm			
31	लिफाफे 12"x16" लेमीनेटेड 100 gsm			
32	लिफाफे टुंगे वाले			
33	ऑयल शीट size 50X70			
34	पंचिंग मशीन प्रति नग			
35	परमानेन्ट मार्कर पैन प्रति नग			
36	पेन्सिल प्रति पैकेट			
37	प्लास्टिक बाल्टी ट्रास्पेरेन्ट 18ली मय मग,			
38	फोटो स्टेट रिम ए- 4 (500 शीट) 75 gsm			
39	फोटो स्टेट रिम ए- 4 (500 शीट) 70 gsm			
40	फोटो स्टेट रिम लीगल 500 शीट 75 gsm			
41	फोटो स्टेट रिम लीगल 500 शीट 70gsm			
42	रजिस्टर गत्तेदार 120 पेज प्रति नग			
43	रजिस्टर गत्तेदार 180 पेज प्रति नग			
44	रजिस्टर गत्तेदार 240 पेज प्रति नग			

45	रजिस्टर गत्तेदार 360 पेज प्रति नग			
46	रजिस्टर गत्तेदार 56 पेज प्रति नग			
47	स्कैच पेन प्रति पैकेट फूल साईज			
48	सुआ प्रति नग, प्लास्टिक हत्था			
49	स्टाम्प पैड स्याही छोटी बोतल प्रति नग			
50	स्टाम्प पैड 110x70mm			
51	स्टेप्लर पिन 10/6			
52	स्टेप्लर पिन बडी 24/6			
53	स्टेप्लर मशीन एचपी 10			
54	स्टेप्लर मशीन एचपी 45			
55	सूतली प्रति किलो			
56	ट्रेसिंग पेपर रोल g/m 90/100 18 मीटर			
57	टाइप पेपर रिम 500 शीट्स (60 जीएसएम)			
58	टाट प्रति मीटर			
59	टेप रोल खाकी 2" प्रति नग लम्बाई 65 मीटर			
60	टेप रोल खाकी 2" प्रति नग लम्बाई 100 मीटर			
61	टेप रोल खाकी 2" प्रति नग लम्बाई 200 मीटर			
62	टेप रोल खाकी 1" प्रति नग लम्बाई 65 मीटर			
63	टेप रोल खाकी 1" प्रति नग लम्बाई 100 मीटर			
64	टेप रोल खाकी 1" प्रति नग लम्बाई 200 मीटर			
65	रबड बेंड 1 इंच प्रति पैकेट 400ग्राम			
66	बांस झाडू बडा प्रति नग			
67	स्टिकर पैड ए-4 साईज प्रति पैड			
68	डस्टबीन प्लास्टिक प्रति नग साईज 5 लीटर			
69	साबुन (100 ग्राम) प्रतिष्ठित ब्रान्ड			
70	टॉयलेट क्लीनर (500 एमएल)			
71	वशिग पाउडर 1 किलो प्रति पैकेट			

72	टोनर लेजर प्रिन्टर कार्टेज HP, Canon वजन 140 ग्राम			
73	टोनर लेजर प्रिन्टर कार्टेज HP, Canon वजन 80 ग्राम			
74	लेजर प्रिन्टर कार्टेज HP, Canon			
75	HP, Canon लेजर प्रिन्टर कार्टेज का ड्रम			
76	Ricoh फोटो स्टेट मशीन हेतु TONER 1230D with Installation			
77	Sharp फोटो स्टेट मशीन हेतु TONER with Installation			
78	kyocera फोटो स्टेट मशीन हेतु TONER with Installation			
79	HP, Canon Printer service charge			
80	Computer Service with formeting charge			

हस्ताक्षर बोलीदाता मय सील

राजस्थान सरकार

कार्यालय प्राचार्य, राजकीय डूंगर महाविद्यालय, बीकानेर

घोषणा पत्र

खुली बोली की समस्त जानकारी/शर्तों का मैंने/हमने अच्छी तरह से अध्ययन कर लिया है। मैं/हम यह भी प्रमाणित करते हैं कि मैं/हम उक्त कार्य हेतु रजिस्टर्ड हैं और वास्तव में खुली बोली में चाहा गया व्यवसाय मेरे/हमारे द्वारा किया जाता है। राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 की धारा 46 एवं नियम, 2013 के नियम 39 के अनुसार राज्य सरकार या इस उपापन संस्था से अपात्रता के लिये विवर्जित (Debarred) नहीं है।

यदि यह घोषणा असत्य पायी जाती है तो किसी भी अन्य कार्यवाही जो की जा सकती है, पर प्रतिकूल प्रभाव डाले बिना मेरी/हमारी बोली प्रतिभूति एवं कार्य निष्पादन प्रतिभूति को पूर्ण रूप से समपहरण/जब्ती (Forfeiture) कर किया जा सकेगी तथा खुली बोली को जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

बोलीदाता के हस्ताक्षर

मय सील

कार्यालय प्राचार्य, राजकीय डूंगर महाविद्यालय, बीकानेर

निविदा एवं संविदा की शर्तें

टिप्पणी :- निविदादाता को निविदा में अपने कोटेशन देते समय इन शर्तों को बहुत ध्यानपूर्वक पढ़ना चाहिए।

1. निविदा भरना एवं दरों का अंकन –

- (i) कोटेशन, निविदा सूचना में दिये गये निर्देशों के अनुसार यथोचित रूप से बंद लिफाफे में मुहरबंद करके दिनांक 30.01.2024 को मध्याह्न 05.00 पी.एम बजे तक प्राचार्य कक्ष में प्रस्तुत की जानी चाहिए।
- (ii) (क) दरों की ईकाइयों में किसी भी स्थिति में परिवर्तन नहीं किया जाना चाहिए और दरें अंको के साथ शब्दों में भी अवश्य लिखी जानी चाहिए अंको तथा शब्दों में लिखी दरों में अंतर होने पर कम राशि वाली दर मान्य होगी।
(ख) दरें समस्त प्रकार के देय करों को सम्मिलित करके दी जानी चाहिए अर्थात् आपूर्ति अवधि में देय तथा/अथवा लागू किये गये किसी भी प्रकार के कर अथवा इसमें की गयी अभिवृद्धि का पृथक से भुगतान नहीं किया जावेगा।
- (iii) निविदा में कोई परिवर्तन अथवा परिवर्धन नहीं किया जाना चाहिए। शुद्धियाँ, यदि कोई हो, स्पष्ट रूप से की जानी चाहिए तथा उन पर लघु हस्ताक्षर किए जाने चाहिए।
- (iv) निविदा उन फर्मों/व्यापारियों द्वारा ही दी जानी चाहिए जो या तो उन वस्तुओं सामान/साज-सज्जा/मशीनों आदि के लिए रजिस्टर्ड/अनुमोदित प्रदायक हो या उनके द्वारा जो उस सामान का, जिसके लिये निविदा दी जा रही है, वास्तव में व्यवसाय कर रहे हों।
- (v) अनुमोदित प्रदायक के संबंध में यह समझा जायेगा कि उसने प्रदाय किये जाने वाले सामान संबंधी शर्तें विस्तृत आकार और रेखाचित्रों आदि की सावधानीपूर्वक जांच कर ली है। यदि उनको इन शर्तों या विस्तृत विवरण लेखा चित्रों आदि के अर्थ के संबंध में कोई संदेह हो तो उसे संविदा पर हस्ताक्षर करने से पूर्व प्रभारी अधिकारी से पूछताछ कर लेनी चाहिए एवं स्पष्टीकरण प्राप्त कर लेना चाहिए।
- (vi) निविदादाता अपनी निविदा अथवा उसके सारभूत किसी भाग को न तो अन्य एजेन्सी को सौंप सकेगा और न किसी को आगे निविदा पर दे सकेगा।
- (vii) (क) क्रेता अधिकारी अथवा उसका अधिकृत प्रतिनिधि उचित प्रदायक के भू गृहादि (प्रोमिसेस) में जा सकेगा और सब उचित समयों पर सामान की यथा वस्तुओं की बनावट की जांच और परीक्षा करने के लिए सक्षम होगा।
(ख) निविदादाता को अपने कार्यालय/गोदाम तथा वर्कशॉप के भू-गृहादि का पूरा पता निश्चित रूप से देना चाहिए जहां जाकर भौतिक निरीक्षण किया जा सके और उस व्यक्ति का नाम और पता भी अवश्य देगा, जिससे इस कार्य हेतु उनसे सम्पर्क किया जा सके।
- (viii) समस्त उत्कथित दरें एफ.ओ.आर. भण्डार कार्यालय होनी चाहिए और उनमें समस्त कर शामिल होना चाहिए। स्थानीय प्रदायकों के मामलों में भी दरों में समस्त कर शामिल होना चाहिए तथा प्राचार्य राजकीय डूंगर महाविद्यालय, बीकानेर द्वारा कोई गाड़ी भाड़ा या परिवहन व्यय का भुगतान नहीं किया जावेगा। दरों की वैधता निविदा प्रस्तुत करने की अंतिम तिथि से एक वर्ष तक वैध रहेगी। सफल निविदादाता की दरें अनुबंध अवधि से माल आपूर्ति एवं भुगतान तक वैध रहेगी।
- (ix) निविदाकारों या उनके प्रतिनिधियों की ओर से प्रत्यक्ष/अप्रत्यक्ष रूप से की जाने वाली संयाचना के कारण निविदा अमान्य की जा सकती है।
- (x) निविदाकार निविदा के साथ जीएसटी नम्बर रजिस्ट्रेशन प्रमाण पत्र की संख्या तथा आयकर पैन नंबर प्रमाण पत्र आवश्यक रूप से प्रस्तुत करेंगे।

2. धरोहर राशि :-

- (i) निविदा के साथ निर्धारित धरोहर राशि डिमाण्ड ड्राफ्ट के द्वारा जमा होनी चाहिये जिसके बिना निविदा पर विचार नहीं किया जायेगा। उपरोक्त डिमाण्ड ड्राफ्ट की राशि प्राचार्य, राजकीय डूंगर महाविद्यालय, बीकानेर के पक्ष में जमा करायी जानी चाहिये।
- (ii) धरोहर राशि निविदा के अंतिम रूप से स्वीकार किये जाने एवं अनुबंध हो जाने के बाद यथाशीघ्र विफल निविदादाता को प्रत्यार्पित कर दी जायेगी। सफल निविदाकारों को करार के समय सामग्री मूल्य की पांच प्रतिशत राशि प्रतिभूति के रूप में जमा करानी होगी, जिसमें उनके द्वारा जमा धरोहर राशि का समायोजन कर लिया जावेगा शेष प्रतिभूति राशि भी डिमाण्ड ड्राफ्ट के माध्यम से जमा करानी होगी। धरोहर राशि पर कोई ब्याज देय नहीं होगा।
- (iii) राजस्थान के लघु उद्योग इकाई के अन्तर्गत पंजीकृत फर्मों को निदेशक उद्योग विभाग द्वारा जारी किए पंजीयन प्रमाण पत्र, क्षमता प्रमाण पत्र की प्रमाणित प्रति प्रस्तुत करने पर 0.5 प्रतिशत धरोहर राशि ली जाएगी तथा आदेशित मूल्य 1 प्रतिशत अमानत राशि ली जावेगी।
- (iv) केन्द्र सरकार या राजस्थान सरकार के उपक्रमों से उपरोक्तानुसार धरोहर राशि तथा प्रतिभूति निक्षेप देने की अपेक्षा नहीं की जावेगी।

3. निविदा की स्वीकृति, अनुबंध एवं प्रतिभूति राशि :-

- (i) किसी भी निविदा को स्वीकार करने में प्राचार्य राजकीय डूंगर महाविद्यालय, बीकानेर के लिए आवश्यक नहीं है कि वह न्यूनतम दर की निविदा हो।
- (ii) महाविद्यालय के पास किसी भी निविदा को बिना कारण बताए अस्वीकार करने का अधिकार सुरक्षित है। जिन वस्तुओं के लिए निविदा की गयी है, उनकी पूर्ण मात्रा या उसके किसी भाग के लिए महाविद्यालय की इच्छानुसार आदेश दिए जा सकते हैं तथा विशेष परिस्थिति में सामग्री की महाविद्यालय में पचास प्रतिशत तक वृद्धि एवं कमी की जा सकती है।
- (iii) सफल निविदादाताओं को अपने खर्च पर निविदा स्वीकार करने की सूचना जारी होने के तीन दिवस में निम्नानुसार कार्यवाही करनी होगी :-
 1. उपाबन्ध "घ" संलग्न किया जाना है, जिसमें, निर्धारित प्रारूप में नियमानुसार निर्धारित राशि के नॉन ज्यूडिशियल स्टाम्प पेपर पर करार निष्पादित करना होगा।
 2. प्रतिभूति ड्राफ्ट द्वारा जमा करानी होगी। यदि निविदादाता विहित कालावधि में प्रतिभूति राशि जमा कराकर करारनामा निष्पादित करने में विफल रहता है तो इस प्रकार विफल रहने को निबंधनो तथा शर्तों का भंग होना माना जाएगा एवं धरोहर राशि जब्त कर ली जाएगी। तदुपरान्त बिना नोटिस अन्य निविदादाताओं को क्रय आदेश देने का अधिकार होगा। प्रतिभूति राशि में लघु उद्योग इकाई को शर्त संख्या 2 के (iii) में वर्णित सत्यापित प्रमाण पत्र प्रस्तुत करने पर सफल निविदादाता को नियमानुसार छूट दी जावेगी। प्रतिभूति राशि पर ब्याज देय नहीं होगा।
- (iv) निबंधनो तथा शर्तों को भंग करने या संविदा को असंतोषप्रद ढंग से पूरा करने पर क्रेता अधिकारी द्वारा पूर्णतः या अंशतः प्रतिभूति राशि जब्त करली जावेगी। इस संबंध में महाविद्यालय को विनिश्चय ही अंतिम हागा।
- (v) प्रतिभूति राशि संविदा के पूर्ण होने के पश्चात् बिलो का अंतिम भुगतान हो जाने एवं समस्त संबंधितों से संतोषप्रद कार्य की सूचना प्राप्त होने के एक माह पश्चात् धरोहर/प्रतिभूति राशि लौटा दी जावेगी, ऐसी प्रतिभूति राशि पर महाविद्यालय द्वारा कोई ब्याज नहीं दिया जायेगा।
- (vi) धरोहर राशि अथवा प्रतिभूति राशि का विप्रेक्षण व्यय (रिमिटेंस चार्ज) संविदादाता द्वारा वहन किए जाएंगे।

4. आपूर्ति एवं दण्ड :-

- (1) प्रदाय किया गया संपूर्ण सामान उसके लिए निर्धारित विस्तृत विवरण व्यापार चिह्न अनुसार सर्वोत्तम किस्म का तथा स्वीकृत/प्रमाणित नमूनों से पूरी पूरी तरह मेल खाती हुई होनी चाहिए और किसी ऐसी सामग्री के मामले में जिसके लिए कोई प्रमाणित या स्वीकृत नमूने नहीं है, सामान का प्रदान भारत में प्राप्त सर्वश्रेष्ठ किस्म का होना चाहिए। सामान की किस्म के संबंध में स्वीकृति देने वाले प्राधिकारी का निर्णय अंतिम तथा निविदादाताओं के लिए मान्य होगा। प्रदान की गयी किन्ही ऐसी वस्तुओं के मामले में जो अनुमोदित नहीं की जाए और जिन्हें अस्वीकार कर दिया जाए या बदलवायी जाए और ऐसी वस्तुओं के प्रदायों के अस्वीकृति अथवा बदले जाने के कारण कोई व्यय होगा या प्रदायको को कोई हानि हो तो पूर्ण रूप से निविदादाता के जिम्मे होगी। संविदा की शर्तों के अनुसार पूर्ण मात्रा सप्लाई नहीं करने तथा आंशिक सप्लाई नहीं करने की स्थिति में निविदादाता द्वारा जमा करायी गयी धरोहर राशि प्रतिभूति राशि सामान्य वित्तीय लेखा नियम भाग द्वितीय के नियम 57 (5) के अनुसार जब्त करली जाएगी व शर्त संख्या 4 (6) के अनुसार कार्यवाही की जाएगी।
- (2) यदि अनुमोदित किस्म में साईज या परिमाण के अलावा सामग्री का अन्यथा प्रदाय होता है तो उसे अस्वीकार कर दिया जाएगा तथा प्रदायक को बिना किसी अतिरिक्त मूल्य को निश्चित समय के भीतर बदलना होगा। यदि सामग्री का मूल्य यथोचित रूप से कम कर दिया जाएगा तो क्रेता अधिकारी द्वारा नियत किए गए मूल्य अंतिम होंगे। आपूर्ति किए गए माल की गुणवत्ता निविदा पत्र में अंकित समय तक स्थिर रहनी चाहिए। गुणवत्ता में कमी आने पर आवश्यक शास्ति आरोपित की जावेगी।
- (3) निविदादाता सामान तथा सामान के नमूनों के ठीक ठीक पैकिंग के लिए उत्तरदायी होगा ताकि सामान प्राप्तकर्ता को उसके स्थान पर अच्छी दशा में नमूने के अनुसार सामान की सुपुर्दगी मिल सकें। माल प्राप्तकर्ता द्वारा जांच हेतु सामान की निरीक्षण करते समय जो कोई भी हानि या कमी, को पूरा करने के लिए निविदादाता जिम्मेदार होगा, इसके लिए अतिरिक्त मूल्य अनुज्ञेय नहीं होगा।
- (4) समस्त उत्कथित दरें एफओआर महाविद्यालय भण्डार कार्यालय होनी चाहिए और उनमें समस्त कर शामिल होने चाहिए। स्थानीय प्रदायकों के मामले में भी दरों में समस्त कर शामिल होना चाहिए तथा महाविद्यालय बीकानेर द्वारा कोई गाड़ी भत्ता या परिवहन व्यय नहीं दिया जाएगा। दरों की वैधता निविदा प्रस्तुत करने की अंतिम तिथि से एक वर्ष तक वैध रहेगी। सफल निविदाकार की दरें अनुबंध की अवधि से एक वर्ष तक वैध रहेगी।
- (5) निविदादाता जिसकी निविदा स्वीकार की गयी है, क्रय आदेश की तारीख से बीस दिन की अवधि के भीतर आपूर्ति निम्नानुसार करनी होगी – (1) कुल सामग्री का पचास प्रतिशत कार्यादेश की तिथि से 10 दिन में (2) शेष सामग्री अगले 05 दिन में वस्तुओं के प्रदाय की व्यवस्था करेगा। निविदा में दिखलाई गयी मात्राएं अनुमानित हैं। वस्तुओं के प्रदाय की व्यवस्था विश्वविद्यालय की आवश्यकतानुसार करनी होगी।
- (6) यदि निविदादाता सामान की सप्लाई निर्धारित स्पेशिफिकेशन तथा/अथवा अनुमोदित नमूनों के अनुसार निर्धारित समय के भीतर या वर्णित समय के भीतर पूरी न कर पाए तो क्रेता अधिकारी को यह हक होगा कि वह निविदादाता को सूचना दिए बिना निविदादाता के हिसाब से तथा उसकी जोखिम पर यह माल या उसका कोई भाग जो निविदादाता सप्लाई न कर पाया हो और कहीं से खरीद ले या यदि माल उपलब्ध न हो तो उस माल के बदले में सबसे अच्छा या पास में उपलब्ध होने वाला कोई माल खरीद ले या संविदा को रद्द कर दे तथा निविदादाता क्रेता अधिकारी को निविदादाता द्वारा विफल करने के कारण होने वाली हानि के नुकसान का दायी होगा, परन्तु निविदादाता व्यक्तिगत रूप से किए गए क्रय पर होने वाले लाभ का हकदार नहीं होगा। ऐसी हानि या नुकसान की वसूली इस संविदा या किसी अन्य संविदा के अधीन देय राशि में से वसूल करली जाएगी।
- (7) कार्यादेश की तारीख से कुल 10 दिवस की अवधि के भीतर माल की सुपुर्दगी निम्नानुसार पूरी कर ली जावेगी –
 - (i) कुल सामग्री का पचास प्रतिशत कार्यादेश की तिथि से 05 दिन में
 - (ii) शेष सामग्री अगले 05 दिन में।

यदि निविदादाता, निविदा प्रारूप में विनिर्दिष्ट कालावधि के भीतर माल की सुपुर्दगी न कर पाए तो क्रय अधिकारी अपने विवेकानुसार माल की सुपुर्दगी की अवधि निविदाकार से करारनुमा परिनिर्धारित नुकसानी जो शास्ति नहीं होगी की वसूली के अध्यक्षीन बढ़ा सकेगा। यह वसूली उस सामान के मूल्य के प्रतिशत की राशि के बराबर निम्नानुसार बतलायी गई देरी (विलम्ब) के लिये होगी –

क. निर्धारित कार्य की कालावधि की 1/4 कालावधि की देरी के लिये	2.5 %
ख. 1/4 से अधिक परन्तु निर्धारित कार्य की कालावधि को 1/2 से अनधिक कालावधि की देरी के लिये	5 %
ग. 1/2 से अधिक परन्तु निर्धारित कार्य की कालावधि को 3/4 से अनधिक कालावधि की देरी के लिये	7.5 %
घ. 3/4 से अधिक परन्तु निर्धारित कार्य की कालावधि के बराबर कालावधि से अनधिक	10%

निविदादाता के हस्ताक्षर

टिप्पणी :-

- (1) सप्लाई में हुई देरी की कालावधि की संगणना करते समय एक दिन की भिन्नता को नहीं गिना जायेगा, यदि वह 1/2 दिन से कम है।
- (2) परिनिर्धारित नुकसानों की अधिकतम राशि 10 प्रतिशत होगी।
- (3) यदि प्रदायक कोई भी बाधा उत्पन्न होने के कारण संविदात्मक प्रदाय पूर्ण करने का समय बढ़ाने की अपेक्षा करें, तो वह इसके लिये उस प्राधिकारी को, जिसने प्रदाय को आदेश दिया है, बाधा उत्पन्न होने पर तुरन्त लिखित में आवेदन करेगा, लेकिन प्रदाय पूर्ण करने की निर्धारित तारीख के पश्चात् नहीं, किन्तु प्राधिकारी का निर्णय अंतिम होगा।

5. भुगतान प्रक्रिया

- (1) प्रदायक द्वारा आपूर्ति किये जाने वाले माल का भुगतान क्रयादेश निविदा व कराकर की शर्तों के अनुसार किया जायेगा।
- (2) बिल राशि से जीएसटी एवं आयकर टीडीएस नियमानुसार कटौती की जावेगी।

निविदादाता के हस्ताक्षर

6. अन्य शर्तें :-

1. समस्त कानूनी कार्यवाही या किसी भी पक्ष द्वारा संस्थित किये जाने की आवश्यकता पड़े, तो राजस्थान में बीकानेर स्थित न्यायालयों में ही कानूनी कार्यवाही प्रारम्भ करनी होगी, किसी अन्य स्थान पर नहीं।
3. किसी भी तरह के विवाद की स्थिति में प्राचार्य, राजकीय डूंगर महाविद्यालय, बीकानेर का निर्णय दोनों पक्षों को मान्य होगा।
4. इस निविदा एवं अनुबंध के संबंध में अन्य शर्तें एवं नियम, जिनका उल्लेख उपर नहीं किया गया है, राजस्थान सरकार के सामान्य वित्तीय एवं लेखा नियमों एवं राजस्थान लोक उपापन के पारदर्शिता नियम 2013 के प्रावधानों के अनुसार होगी।
5. फर्म द्वारा समस्त सामान की दरें सभी कर सहित देवे।
6. निविदादाता द्वारा निविदा में उल्लेखित कोई भी शर्त मान्य नहीं होगी।
7. अनुभव प्रमाण हेतु किये गये कार्यों की कार्यादेश प्रतियां संलग्न करें।

हस्ताक्षर निविदादाता

हस्ताक्षर प्राचार्य,

घोषणा

यह प्रमाणित किया जाता है कि मैंने उक्त सभी शर्तों का अच्छी तरह अध्ययन कर लिया है। मैं इन शर्तों की पालना की सहमति स्वरूप इसके प्रत्येक पृष्ठ पर हस्ताक्षर कर निविदा प्रपत्र के साथ संलग्न कर दिया है।

दिनांक :

निविदाकार के हस्ताक्षर मय सील पूर्ण पता

CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER

(See Rule 68)

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

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
2. **"Tenders by bona-fide dealers:"** Tenders shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration in the SR FORMS 11.
3. (i) Any change in the constitution of the firm, etc., shall be notified forthwith by the contractor in writing to the purchase officer and such change shall not relive any former member of the firm, etc., from any liability under the contract.
(ii) No new partner/partners shall be accept in the firm by the contractor in respect of the contract unless he/they agree to avoid by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
4. 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 in token of acceptance of all the terms and conditions of the tender.
5. Rate shall be written both in words and figures. There should not be errors and/or over-writings, corrections if any, should be made clearly and initialled with dates. The rates should mention element of the Rajasthan State Sales Tax and Central Sales Tax separately.
6. All rates quoted must be FOR destination and should include all incidental charges except octroi, Central/Rajasthan Sales Tax which should be shown separately. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises of Purchase Officer.
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 be inclusive of octroi and local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order.
7. **Price Preference:** ¹ [Price preference/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.]
8. **Validity :** Tenders shall be valid for a period of three months from the date of opening of Tender.
9. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.
9. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
10. **Specifications :**
 - (i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
 - (ii) The supply of articles marked with asterisk/at serial number....., shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the Purchase Officer/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderers.
 - (iii) **Warranty/Guarantee clause :** The tenderer would give guarantee that the goods/ stores/articles would continue to conform to the description and quality as specified for a period of..... days/months from the date of delivery of the said goods/ stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of.....days/months, the said goods/stores/articles be discovered not to conform to the description and

quality aforesaid or have determined (and the decision of the 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 thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The tenderer shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the Purchase Officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

(iv) 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 and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

(v) 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 a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

11. Inspection :

(a) The Purchase Officer or his duly authorised representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and

¹.Substituted vide Circular No.19/96 dated 1.7.1996.

examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be decided.

(b) 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.

12. **Samples :** Tenders 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 despatched 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 polythens bags at the cost of the tenderer.

13. Each sample shall be marked suitably 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.

14. Approved samples would be retained free of cost upto the period of six months 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 Sample shall be collected by the tenderer on the expiry of 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.

15. Samples not approved shall be collected by the unsuccessful tenderer. 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.

16. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the

supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.

17. Drawl of Samples: In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorised 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 fourth will be retained in the office for reference and record.

18. 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 supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the tenderer.

19. Rejection:

(i) Articles 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.

(ii) 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 an 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.

20. 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's risk and on his account.

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

22. 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.

23. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.

24. (i) **Delivery period:** The tenderer whose tender is accepted shall arrange supplies within a period of.....from the date of supply order/by.....as under:-

S.No.	Items	Quantity	Delivery period
-------	-------	----------	-----------------

(ii) **Extent of quantity – Repeat orders :** If the orders are placed in excess of the quantities shown in tender the notice, the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.

(iii) If the Purchase Officer does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.

25. Earnest Money :

(a) Tender shall be accompanied by an earnest money of Rs..... without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of.....

(i) Cash through treasury challan deposited under head "**8443-Civil Deposits – 103 – Security Deposits**".

(ii) Bank Drafts/Bankers Cheque of the scheduled Bank.

(b) **Refund of earnest money :** The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.

¹ [(c) **Partial exemption from earnest money :** Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer ² [deleted] from the Director of Industries Rajasthan, at the rate of 1% of the estimated value of the tender shown in NIT.]

(d) The Central Government and Government of Rajasthan Undertakings need not furnish any amount of earnest money.

(e) 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 tenders. The earnest money may however, be taken into consideration in case tenders are re-invited.

26. **Forfeiture of earnest money** : The earnest money will be forfeited in the following cases :

(i) When tenderer withdraws or modified the offer after opening of tender but before acceptance of tender.

(ii) When tenderer does not execute the agreement if any, prescribed within the specified time.

(iii) When the tenderer does not deposit the security money after the supply order is given.

.....
¹. Substituted vide Circular No. 19/96 dated 1.7.1996.

². Deleted words "competence certificate" vide Circular No.27/96 dated 27.8.1996.

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

27. (1) **Agreement and security deposit** :

(i) Successful tenderer will have to execute an agreement in the Form 17 within a period of 7 days of receipt of order and deposit security equal to 5% of the value of the stores for which tenders are accepted

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[deleted] within 15 days from the date of despatch on which the acceptance of the tender is communicated to him.

(ii) The earnest money deposited at the time of tender will be adjusted towards security amount. The Security amount shall in no case be less than earnest money.

(iii) No interest will be paid by the department on the security money.

(iv) The forms of security money shall be as below :-

(a) Cash/Bank Draft/Bankers Cheque/Receipted copy of challan.

(b) Post office Savings Bank Pass Book duly pledged.

(c) National Savings Certificate, Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.

(v) The security money shall be refunded within one month of the final supply of the items as per purchase order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the tenderer.

² [(2) (i) Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration and prescribed 3[deleted] in original form the Director of Industries or a photostat copy of a copy thereof duly attested by any Gazetted Officer, will be partially exempted from earnest money and shall pay security deposit at the rate of 1% of the estimated value of tender.]

(ii) Central Government and Government of Rajasthan's Undertakings will be exempted from furnishing security amount.

(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 tenderer 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.

(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.

28. (i) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay the freight together with departmental charge 5% of the freight will be recovered from the suppliers bill.

(ii) R.R. should be sent under registered cover through Bank only .

(v) In case supply is desired to be sent by the purchase officer by passenger train, The entire railway freight will be borne by the tenderer .

(vi) Remittance charges on payment made shall be borne by the tenderer.

¹.Substituted vide Circular No. 19/95 dated 28.6.1995 for – "Rs.50,000/-" and deleted the words "subject to the maximum of Rs. 1.00 lac" vide Circular No. 6/96 dated 5.2.1996.

².Substituted vide Circular No. 27/96 dated 27.8.1996.

³. Deleted words "competence certificate" vide Circular No. 27/96 dated 27.8.1996.

29. Insurance :

(i) The goods will be delivered at the destination godown in perfect condition .the supplier if he so desires, may be insure the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot, etc.). The insurance charges will be borne by the supplier and 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.

30. Payments:

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

(ii) Unless otherwise agreed between the parties payment for he delivery of the stores will be made on submission of bill in proper form by the tenderer to the Purchase Officer in accordance with G.F.&A.R all remittance charges will be bore by the tenderer.

(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 those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification .

31.(i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.

(ii)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 with the tenderer has failed to supply :-

- | | |
|---|------|
| (1) (a) delay up to one fourth period of the prescribed delivery period | 2 ½% |
| (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 tenderer.

32. Recoveries : Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier alongwith amount of liquidated damages shall be

recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

33. Tenderers must make their own arrangements to obtain import licence, if necessary.

34. If a tenderer imposes conditions which are in addition to or in conflict with the conditions mentioned herein, 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.

35. 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 anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.

36. 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 Number and year of registration in case partnership firm is registered with Registrar of Firms.

(iii) Address of residence and office, telephone numbers in case of sole Proprietorship.

(iv) Registration issued by Registrar of Companies in case of Company.

37. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.

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

Signature of tenderer.

AGREEMENT
(See Rule 68)

An agreement made this ----- day of ----- between
----- (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Government of the State of Rajasthan (herein after called "the Government" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved supplier has agreed with the Government to supply to the _____ of the State of Rajasthan at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column _____ of the said schedule.

3. And whereas the approved supplier has deposited a sum of Rs. _____ in _____.

(1) Cash/Bank Draft/Challan no./Banker Cheque No. _____ dated _____.

(2) Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority.

(3) National Savings Certificates/Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pleased under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.

4. Now these Presents witness:

(1) In consideration of the payment to be made by the Government through _____ at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in _____ and _____ thereof in the manner set forth in the conditions of the tender and contract.

(2) The conditions of the tender and contract for open tender enclosed to the tender notice No. _____ dated _____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

(3) Letters Nos. _____ received from tenderer and letters nos. _____ issued by the Government and appended to this agreement shall also form part of this agreement.

(4) (a) The Government do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the Government will through _____ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(c) The mode of Payment will be as specified below:-

1. _____

2. _____

3. _____

5. The delivery shall be effected and completed within the period noted below from the date of supply offer:-

S.No. Items Quantity Delivery period

6. (1) (i) 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 tenderer has failed to supply :-

(a) Delay upto one fourth period of 2½% the prescribed delivery period.

(b) Delay exceeding one fourth but 5% not exceeding half of the prescribed delivery period.

(c) Delay exceeding one fourth but 7½% not exceeding three fourth of the prescribed delivery period.

(d) Delay exceeding three fourth of the 10% prescribed delivery period.

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

(ii) The maximum amount of agreed liquidated damages shall be 10%

(iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hinderences, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hinderence but not after the stipulated date of completion of supply.

(2) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hinderences beyond the control of the tenderer.

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7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final.

In witness whereof the parties hereto have set their hands on the..... day of199.....

Signature of the approved supplier.

Signature for and on behalf of Governor

Designation

Date:

Witness No. 1

Witness No.2

Date:

1. Witness

2. Witness

Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any 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 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 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 decisions 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 is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

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Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. 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;
4. 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 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 proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

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 _____

(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 thereunder, 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 filed 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 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 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.

(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.

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(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 authorised representative.

(6) Fee for filing appeal

(a) Fee for first appeal shall be rupees 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 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) 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.

FORM No. 1

[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose 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:

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

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

6. Grounds of appeal:

.....
.....
..... (Supported by an affidavit)

7. Prayer:

.....
.....

Place

Date

Appellant's Signature

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Annexure D : Additional Conditions of Contract

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

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration 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 prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the 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 Supplier.

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3. 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.