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स्टर प्रभारी
डॉ. एस.आर. राजस्थान आयुर्वेद विश्वविद्यालय
जोधपुर

**Dr. Sarvepalli Radhakrishnan
Rajasthan Ayurved University, Jodhpur**

***TENDER FOR E-PROCUREMENT
OF***

**Rate Contract for Supply of Unani Medicine at Unani Hospital Tonk
(यूनानी चिकित्सालय, टोंक हेतु औषधियां बाबत)**

(Technical and Financial bid as per schedule of requirement)

Estimated Value of Tender : 9.00 Lakhs

Bid Fee : 1180/-

Tender No. 25/2021-22

**Tender Start Date & Time : 02.12.2021 2.00PM Afternoon
Tender Submission Date & Time : 14.12.2021 2.00PM Afternoon
Tender Open Date & Time : 14.12.2021 3.00PM Afternoon**

Office of Store

(Room No. 12)

**Dr. S.R. Rajasthan Ayurved University
NH-65, Nagaur Road, Karwar,
Jodhpur-342037, Rajasthan
Phone: 0291-2795308, Email: dsrrau.ao@gmail.com**



Dr. Sarvepalli Radhakrishnan Rajasthan Ayurved University, Jodhpur

Office Address :- Nagaur Road, Karwar, Jodhpur Pin No. 342037

Fill in the blank and on which page DD enclosed and other information by tenderer
Bid Notice No. (e-tender)

Check list for Rate Contract for Supply of Unani Medicine at Unani Hospital Tonk

S. No.			Particular	Page No.
1	Bid Fee (RS. 1180/-) (In Favour of Registrar, Dr. S.R.Rajasthan Ayurved University, Jodhpur)	DD No.:		
		Date:		
		Bank:		
		Amount:		
2	Processing fee (Rs. 500/-) (In favour of Managing Director, RISL, Jaipur)	DD No.:		
		Date:		
		Bank:		
		Amount:		
3	BID Document Form duly signed			
4	List of Unani Medicine (Ann-1)			
5	Tender Terms & Condition SR-16 signed			
6	Declaration by the tenderer (SR- 11)			
7	GST Registration/GST Clearance Certificate			
8	Form of Bid-Securing Declaration(Ann-2)			
9	GST Declaration (Ann-3)			
10	Price Charging Certificate (Ann-4)			
11	Format for Non Blacklisting of Supplier (Ann-5)			
12	Financial Statement, ITR, Annual Turnover Certificate			
13	Certificate of experience			
14	License/ PAN Card and Others etc.			

Notice : All Column should be filled compulsory by Tenderer.



Dr. Sarvepalli Radhakrishnan
Rajasthan Ayurved University, Jodhpur
 Office Address :- Nagaur Road, Karwar, Jodhpur Pin No- 342037

BID DOCUMENT FORM

1. Rate Contract for Supply of Unani Medicine at Unani Hospital Tonk
2. Name & Full address of the firm submitting the tender along with Tel. No., Fax No. & E-Mail/Mobile Number:
 M/s

GST No.
Mobile No.
Email ID
3. Address to:- Registrar, Dr. S.R. Rajasthan Ayurved University, Jodhpur
 (E-mail:- dsrrao.ao@gmail.com)
4. Reference -Bid Notice No. dated
5. The bid fee is Rs. 1180/- in favour of **Registrar, Dr. S.R. Rajasthan Ayurved University, Jodhpur** and Processing fee Rs. 500/- in favour of **Managing Director, RISL, Jaipur** respectively as per e-tender notice has been deposited Vide separate demand drafts as per enclosed scanned copies.
6. As per Order No. F.1(1)F.D./G.F.&AR/2007 Dated 30-09-2011(Circular No. 19/2011) of the Finance Department, for the works upto Rs. 50 lakh processing fee Rs. 500/- and above Rs 50 lakh processing fee Rs. 1000/- will have to be paid, which will be payable in the form of demand draft or banker's check. It should be payable in favor of Demand Draft or Banker's Check Managing Director, RISL payable at Jaipur.
7. All documents required as per tender documents are enclosed.
8. The medicine should be according to the make (औषधिया मैक-हमदर्द लेबोरैट्रीज, रेक्स, रेमिडीज, शमा लेबोरैट्रीज, देहलवी नेचुरल, तिब्बियां एवं स्काई आदि).
9. Bidder should be having valid drug licence.
10. The Contractor/firm will adopt all safety measures /precautions while executing the supply. In case of any accident /causality of any personnel, involved in supply the complete responsibility will be borne by the contractor/firm himself and University will not be held responsible for any claim/compensation.
11. If any delay/deficiency occurred by the firm in supply, penalty as decided by the University shall be imposed.It will be in addition to the University's right to forfeit the security,cancel the contract and black list the firm form further participation in bidding.
12. On the basis of Rate Quoted in **BOQ** by the bidders. Contract will be awarded to the Successful bidder whose rates will be the lowest and contract will be valid for the period of **ONE YEAR**. University reserve the right to extend the validity of contract on mutual consent on the same rates and terms and conditions for a maximum of Three Months upon the satisfactory performance of the supplier.
13. If the supply is not satisfactory, the contract can be canceled by giving 15 days notice to the firm.

14. The University will reserve the right to approve / reject the tenders received.
15. I/We agree to abide by all the Terms & Conditions mentioned in Tender Notice No. dated issued by the Department and also agree to further Terms & 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 & conditions mentioned therein).**

ACCEPTANCE

I/We have carefully read and understood above terms and conditions (from 1 to 15) of the tender and abide by them.

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

List of Unani Medicine at Unani Hospital Tonk

(Upload online in BOQ Format)

S. No.	Medicine's Name	Requirement Qty.	Pack	Unit	Rate quoted by Bidder with GST	Total Amount with GST
1	हब्बे असगन्ध	200	1000	PILLS		
2	हब्बे सूरजान	200	1000	PILLS		
3	हब्बे अजराकी	200	1000	PILLS		
4	हब्बे मुक्कवी मेदा	80	400	PILLS		
5	हब्बे जिकुन्नफस	500	50	PILLS		
6	हब्बे हलतीत	100	1000	PILLS		
7	हब्बे पपीता	100	1000	PILLS		
8	कुर्स सूजाक	150	50	PILLS		
9	कुर्स असफर	200	100	PILLS		
10	कुर्स जिरयान	150	50	PILLS		
11	कुर्स पौदीना	50	1000	PILLS		
12	कुर्स बन्दिश खुन	200	200	PILLS		
13	कुर्स अलकली	200	200	PILLS		
14	कुर्स सहर	200	50	PILLS		
15	कुर्स कहरुबा	100	50	PILLS		
16	कुर्स असरोफीन	250	50	PILLS		
17	कुर्स दौलाबी	250	50	PILLS		
18	सफूफ हाबिस	100	100	GM		
19	सफूफ सैलान	300	100	GM		
20	सफूफ हरड	30	1	KG		
21	सफूफ बहेडा	30	1	KG		
22	सफूफ आवला	30	1	KG		
23	नमक सुलेमानी	100	100	GM		
24	कुश्ता फौलाद	200	15	GM		
25	कैप्सूल औजाई	500	60	CAP.		
26	कैप्सूल मटौसीन	200	60	CAP.		
27	कैप्सूल हमदोराइड	400	60	CAP.		
28	कैप्सूल डायबीट	400	60	CAP.		
29	कैप्सूल महावारी	400	50	CAP.		
30	अर्क गाऊजवान	200	500	ML		
31	इत्रिफल मुकिल	50	100	GM		
32	शर्बत बनफशा	250	500	ML		
33	शर्बत निसवानी	100	500	ML		
34	शर्बत तूत स्याह	100	200	ML		
35	शर्बत आलु-बालू	100	200	ML		
36	शर्बत फौलाद	200	500	ML		
37	हब्बे जालीनुस	150	50	PL		
38	कुर्स कुश्ता मरजान	150	50	GM		
39	मरहम राल	100	100	GM		
40	शर्बत मुरक्कव मुस्फी खून	200	200	ML		
41	कुर्स मुसक्किन	100	10	PL		
42	बरशाशा	50	10	GM		
43	सफूफ बेलगिरी	50	100	GM		
44	शर्बत बेलगिरी	20	200	ML		
45	गौजिवादि क्वाथ	50	1	KG		
46	महारासनादि क्वाथ	50	1	KG		

नोट:-

- दरें जीएसटी सहित उल्लेख करें। एफ.ओ.आर. यूनानी हॉस्पिटल, टोंक होगा।
- औषधियाँ मैक - हमदर्द लेबोरेट्रीज, रेक्स रेमिडीज, शमा लेबोरेट्रीज, देहलवी नेचुरल, तिब्बियां एवं स्काई आदि होनी चाहिए।



Dr. Sarvepalli Radhakrishnan Rajasthan Ayurved University, Jodhpur

Office Address :- Nagaur Road, Karwar, Jodhpur ;Pin No. 342037)

Web side : www.raujodhpur.org , E-mail- rau_jodhpur@yahoo.co.in

"TERMS AND CONDITIONS OF OPEN TENDER AND RATE CONTRACT"

NOTE:- Tenderer should read these conditions carefully and comply strictly while submitting their tenders:-

1. Signed scan copy of registration certificate, GST certificate, complete form of tender along with terms and conditions will have to be uploaded along with scan copy of DD/Banker Cheque of Bid fee, Processing fee. Financial bids will not be opened in case of non-upload. No form of offline will be accepted in the office except the DD / Banker Check for Bid Fee and Processing Fee.
2. The Tenderer will have to deposit Rs. 1180/- towards Bid fee in form of DD/Bankers Cheque in favour of **Registrar, Dr. S.R. Rajasthan Ayurved University** payable at **Jodhpur** and Processing fee Rs. 500/- in form of DD in favour of **Managing Director, R.I.S.L., Jaipur**.
3. The technical bid will be opened only by the tenderers who has submitted the DD of Bid fee and Processing fee, Bid-Securing Declaration and Non Blacklisting of Supplier on Non-Judicial Stamp. If the holiday remains on that day for any reason, then the tenders will be opened at the same time on the next working day.

4. INVITATION FOR TENDER OFFERS

The BIDDERS are requested to give detailed tender in one Bid i.e.

Technical Bid: The online envelope clearly marked as "**Technical Bid-Envelope No. 1**" shall contain the all scanned copies of originals documents in PDF Format:

Envelop -1 (Following documents to be provided as single PDF file)

- a. Scanned copy of Bid Fee, Processing fee and it is required to submit the same in original in a sealed envelop at the following address on or before closing date:
Registrar
Dr. S.R. Rajasthan Ayurved University
NH-62, Nagaur Road, Karwar
Jodhpur Rajasthan 342037
- b. The tenderer shall submit the copy of the tender document, with each page should be signed and stamped to confirm the acceptance of the entire term & conditions of the tender.
- c. Declaration Form (SR -11)
- d. GST Registration Certificate and PAN Card Copy.
- e. Form of Bid-Securing Declaration on Rs. 50/- Non-Judicial Stamp paper as per **Annexure-2**.
- f. GST Declaration as per **Annexure-3**.
- g. Price Charge Certificate as per **Annexure-4**.
- h. Non Blacklisting of Supplier on Rs 50/-Non-Judicial Stamp paper as per **Annexure-5**.
- i. Financial statements, duly audited / certified by Chartered Accountant (CA) of the last three financial years along with the copies of Income Tax Return (ITR) and last three year annual turnover certificate.
- j. Certificate of medicine supply experience.

Envelop -2 (Financial Bid in .XLS format)

- a. Price bid should be submitted online in BOQ format.

5. The tenders will be received online through portal <http://eproc.rajasthan.gov.in>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format. All quotation both Technical and Financial should be submitted in the E-procurement portal and Tender notice is also available on the University website www.education.rajasthan.gov.in/raujodhpur or state govt. website www.sppp.raj.nic.in
6. Before submitting the e-tender form, the bidder should ensure that the scanned copy of all the necessary documents mentioned in the tender form is attached with the tender form. There will not be a responsible department for late submission of electronics tender.
7. Rate are submitted only in BOQ format.
8. **Tenders by Bona-fide Dealers:** "Tenders shall be given only by bona-fide dealers in the goods/services. They shall therefore furnish a declaration in the S.R. Form-11(Copy enclosed).
9. (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 relieve any former member of the firm, etc. from any liability under the contract.
(ii) 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 acknowledgment 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.
10. (i) **G.S.T. Registration and G.S.T. clearance certificate :** No Dealer who is not registered under the G.S.T. Act prevalent in the State where his business is located shall tender. The G.S.T. registration number should be quoted and G.S.T. Clearance certificate submitted upto last quarter ending before submission of Bid by tenderer with the copies of GST return/Challan, without which the Tender is liable to rejection.
(ii) Attested copy of G.S.T. Registration Certificates (S.T.4) should be enclosed with tender.
11. 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.
12. 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 initialed with dates. The rates should mention element of the GST separately.
13. All Rates quoted must F.O.R. Destination and should include all incidental charges except G.S.T. which should be shown separately in case of local supplies the rate 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/ F.O.R. Destination Stores as mention in tender Document.
14. **Validity:** Tenders shall be valid for period of Three months from the date of opening of tenders, Validity can be extended with mutual consent.
15. The approved bidder/supplier shall be deemed to have carefully examined and conditons, specifications, size, make and drawings of the goods to be supplied. If he has any doubts as to the meaning of any portion of these condition of the specifications drawing etc. he shall before signing the contract refer the same to the Purchase Officer and get clarifications.
16. The Contractor shall not assign or sublet his contract or any substantial part thereof to any other agency.
17. **INSPECTION:**
 - a) 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 materials and workmanship of the goods/equipments/ machineries during manufacturing process or afterwords as any may be decided.
 - b) The tenderer shall furnish complete address of his office godown and workshop where inspection can be made together with name 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.
18. **SAMPLES :** Tenders for articles marked within the schedule shall be set of samples of the articles tendered properly packed. Such Samples if personally will be received in the office and 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 plastic box or in polythene bags at the cost of the tenderer.
 19. Each samples 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.
 20. Approved samples would be maintained free of cost up to 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 the stipulated period. The Government shall in no way make arrangements to return the samples. The Samples uncollected within 3 months after expiry of contract shall be forfeited by the Government and no claim for their cost etc. shall be entertained.
 21. 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.
 22. Supplies when received shall be subject to inspection to ensure which they conform to the specifications or with the approved samples. When necessary or prescribed or practical tests shall be carried out in Government Laboratories, reputed testing house and the like and supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
 23. **Drawl of Samples:** In case of tests, samples shall be drawn in four sets in the presence of tenderer or his Authorized representative and properly sealed in their presence. One 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.
 24. **Testing Charges:** Testing charges shall be borne by the Government. In case urgent testing is desired it is to be arranged by the tenderer or in case of test results to showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the tenderer.
 25. **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) In 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.
 26. 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.
 27. The tenderers 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 admissible.

28. The contract for the supply, can be repudiated at any time by the purchase supplies officer, if the are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiattn.
29. Direct or Indirect convassing on the part of the tenderer or his representative will be a disqualification.
30. Under normal circumstances the contract shall be valid for a period of **One Year** from date of issue of supply/work order. However contract may be renewed for further period upon mutual consent of both the parties on existing terms and conditions. It will be entirely at the discretion of The Registrar, Dr. S.R. Rajasthan Ayurved University, Jodhpur.
31. (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 relieve any former member of the firm, etc. from any liability under the contract.
(ii) 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 acknowledgment 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.
- 32. DELIVERY PERIOD:**
- i) The tenderer whose tender is accepted shall arrange supplies within a period mentioned in tender notice from the date of supply orders/by as under:
- | <u>S.No.</u> | <u>Item</u> | <u>Quantity</u> | <u>Delivery period</u> |
|--------------|--|-----------------|------------------------|
| ii) | Extent of quantity: Repeat order: If the orders are placed in excess of the quantities shown in tender notice, the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the the rate and conditons given in the tender provided that the repeat orders are upto 25% 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. | | |
- 33. Bid Securing Declaration:**
In order of the State Government Gazette Notification dated 18-12-2020 under Rules 42(2) of RTPP Rules 2013, Bid Securing Declaration will be obtained from all tenderers in place of Bid Security Amount. The format of the Bid Securing Declaration is mentioned in Annexure-2 that effect on Non-Judicial Stamp of Rs. 50/- duly notarized. *In absence of Bid securing declaration on Non-Judicial Stamp of Rs. 50/- duly notarized, quotation of the firm shall not be entertained in any circumstances.*
- 34. Forfeiture of Bid Securing Declaration:** will be forfeited in the following cases:-
- When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
 - When tenderer does not execute the agreement if any, prescribed within the specified time.
 - When tenderer does not deposit the Performance Security Money after the supply order is given.
 - When he fails to commence the supply of the items as per supply order within the time prescribed.
 - When tenderer/bidder breaches any provision of code of integrity prescribed for bidders specified in the chapter VI of Rajasthan Transparency in Public Procurements Rules 2013 or RTPP Act, 2012.
- 35. (I) AGREEMENT AND PERFORMANCE SECURITY (SECURITY DEPOSIT):**
- i) Successful tenderer will have to execute an agreement on Non-Judicial Stamp of Rs. 500/- in Form SR-17 within a period of 7 days of receipt of order and deposit security equal to

- 2.5% 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.
- ii) Earnest money deposited at the time of tender will be adjusted towards security amount.
 - iii) No interest will be paid by the department on the security money.
 - iv) The forms of security money shall be as below:
 - a. Bank Draft/Bankers Cheque.
 - v) The Performance Security (Security Money) shall be refunded within three month of the final supply of the items as per purchase order in case of the onetime purchase and two months in case delivery is staggered, after the expiry of the contract on satisfactory completion of the same or after the expiry of the period of guarantee/warranty.
- 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 competency certificate in original from the Director of Industries or a Photostate copy or a copy thereof duly attested by any Gazetted Officer will be practically expected from furnishing security money and shall pay security Deposit at the rate of 1% of the estimate 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 as 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 responsible time will be given in case of forfeiture of security deposits.
The decision of the Purchase Officer in this regard shall be final.
- 4) The expenses or compering and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counrer part of the agreement.
36. (i) All goods must be sent freight paid through Railways or Road transport, If goods are sent freight to pay, the freight together with departmental charges 5% of the Freight will be recovered from the suppliers'bill.
- (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.
- 37. INSURANCE:**
- (i) The goods will be delivered at the destination godown in perfect condition. The supplier, if he so desires, may 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.
- 38. 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 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 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 tenderers.
- (iii) In case of disputed items, 10 to 25% of the amount shall be 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 specifications.
39. (i) The time specified for delivery in the tender from shall be deemed to be 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 percentage of value of stores which the tenderer has failed to supply:
1. A. Delay up to one fourth period of the prescribed delivery period - 2.50%
 - 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 - 7.50%
 - 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 upplier requires an extension of the 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 damage if the delay in the supply of goods is on account of hindrance beyond hte control of the tenderer.
40. **RECOVERIES:** Recoveries of liquidates damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in ease of failure in satisfactory replacement by the suppliers alongwith amount 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.
41. If tenderer imposes conditions, which are in addition to or conflict with the conditions mentioned herein, his tender is liable to summarily 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.
42. 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 articles for which tender has been given or distribute items of stores to more than one firm/supplier.
43. 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 of Partnership Firm is registered with Register of Firms.
 - iii) Address of Residence and Office, Telephone Number in case of Sole Proprietorship.
 - iv) Registration issued by the Registrar of Companies in case of a Company.
44. If any disputes arise out of contract with regards 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 (**Registrar, Dr. S.R. Rajasthan Ayurved University, Jodhpur**) who will appoint his senior most officer as the Sole Arbitrator of the dispute who will be related to this contract and whose decision shall be final.
45. All legal proceedings, if necessary arise to University any of the parties (Government or Contractor) shall have to be lodged in courts situated at **Jodhpur Only** and not elsewhere.
46. Notwithstanding anything contained herein above the undersigned reserves the right to alter or modify any of the above condition in any particular specific case for special reason in accordance with special circumstances/conditions of the case mutually or otherwise in public interest of service.

47. The prices charged for the stores supplied under the contract by the tenderer shall in no event exceed the lowest price at which the tenderer sells the stores of identical description to any Person/Organization including the purchase of any Department of the Central Government or any Department of State Govt. or any statutory undertaking of Central or State Govt. as the case may be during the period till performance of all supply orders placed during the currency of the rate contract is completed.
- If at any time during the said period the tenderer reduces the sale price, sells or offers to sell such stores to any Organization including the purchase by any Dept. of Central Govt. or any Dept. of State Govt. or any statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract he shall forthwith notify such reduction of sale or offer to sale to the Dr. S.R.Rajasthan Ayurved University, Jodhpur. The price payable under the contract for stores supplied after the date of coming into force of such reduction of sale or offer to sales shall stand correspondingly reduced. The above stipulation will however not apply to:-
- (a) Export by the tenderer.
 - (b) Sales of goods as original equipments at prices lower than the prices charged for normal replacement.
 - (c) Sale of goods such as drugs after expiry dates.
 - (d) Free replacement of spares articles/good will be provided only during the warranty period herein agreed to.
48. **Undertaking from the Bidders:**
An undertaking will be submitted by the Bidder/firm/company/vendor that in the past they have never been banned/debarred for doing business dealings with Ministry of Defence/Govt. of India/ any other Govt. organisation and that there is no enquiry going on by CBI/ED/any other Govt. agency against them. In absence of An undertaking, quotation of the firm shall not be entertained in any circumstances. **(As per Annexure-5)**
49. Other conditions and rules regarding this tender and contract, which have not been mentioned, will be as per the provisions of the General Financial & Accounts Rules and RTPP Rules 2013 of the Government of Rajasthan.

ACCEPTANCE

I/We have carefully read and understood above terms and conditions (from 1 to 49) of the tender and abide by them.

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

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

I/We declare that I am/ we are bona-fide Manufacture/Printer/Supplier/Whole Sellers/Sole Distributors/Authorized Dealer/dealers/Sole Selling/ Marketing Agent in the Goods/Stores/equipment's for which I/We have Tendered. (STRIKE OFF WHICHEVER IS NOT APPLICABLE).

If, this Declarations is found by you 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.

Form of Bid-Securing Declaration

Date:

Bid No. :

Alternative No. :

To:

.....
.....

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Terms and Condition of Bid, in the following cases, namely :-

- (a) When we withdraw or modify our bid after opening of bids;
- (b) When we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) When we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) When we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (i) We are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :

Name :

In the capacity of :

Duly authorized to sign the bid for and on behalf of :

Dated on day of

Corporate Seal

[Note: In case of Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]

" G.S.T. DECLARATION "

I, certify that the goods on which G.S.T. has been charged have not exempted under the G.S.T. Act, or the Rules made there under and the amount charged on account of G.S.T. is not more than what is payable under the current provisions of the G.S.T. act. or the Rules made there under.

Certify that we M/s
..... are registered as
Dealer in the(State or Union Territory) under
G.S.T. Registration No.

PRICE CHARGING CERTIFICATE

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

FORMAT FOR NON BLACKLISTING OF SUPPLIER

I/ We _____Manufacturer/partner/Supplier/Dealer/Authorized Distributor/Agent (strike out which is not applicable) of (Supplier) _____ do hereby declare and solemnly affirm that the individual/firm/company is not black-listed by the Union/State Government/Autonomous body.

Deponent

Address _____

I/ We hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed.

Deponent

Dated: _____

(Note: To be furnished on non-judicial stamp paper duly attested by the Oath Commissioner.)

The tenderer should not have been debarred or blacklisted by any Central / State Government Departments of India. An affidavit to that effect on Non-Judicial stamp paper of Rs.50/- duly notarized must be enclosed with the technical bid in prescribed format. The proforma of the affidavit is attached with the tender as *Annexure – 5*.

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 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 ragging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process.
- d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process.
- e) Not indulge in any 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 disbarment by any other procuring entity.

Conflict of Interest:-

The bidder participating in a bidding process must not have a conflict of interest.

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

- i) A bidder may be considered to be in conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a) Have controlling partners/shareholders in common; or
 - b) receive or have received any direct or indirect subsidy from any of them; or
 - c) have the same legal representative for purpose of the bid ; or
 - d) have a relationship with each other, directly or through common third parties, that put them in a position to have access to information about 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 subjects of the Bid; or
 - g) Bidder or any other of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer in Charge/consultant for the contract.

**SIGNATURE OF THE BIDDER
WITH SEAL AND DESIGNATION**

Annexure B Declaraton 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 DatedI/We hereby declare under Section 7 of Rajasthan Tranparency in publice Procurement Act, 2012, that:

1. I/we possess the necessary professorial, technical, financial and managerial resources and competence required by the bidding document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligaton to pay such of the taxes payable to the union and the State Government or any other 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 business activities suspended and not the subject of legal 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 qualifications to enter into a procurement contract within aperiod 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 interests as specified in the Act, Rules and the Bidding Document,which materially affects fair competition;

Date:

Place:

Signature of Bidder:

Name:

Designaton:

Address:

Annexure C: Grievance Redressel during procurement Process

The designation and address of the First Appellate Authority is **Registrar, Dr. S.R. Rajasthan Ayurved University, Jodhpur.**

The Designation and address of the Second Appellate Authority is **Vice Chancellor, Dr. S.R. Rajasthan Ayurved University, Jodhpur.**

1) Filling an Appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring Entity is a contravention in the provisions of the Act or the rules or the Guidelines issued there under he may file an appeal to First Appeal Authority, as specified in the bidding document with a period of ten days from the date of such decisions or action, omission, as the case may be clearly giving the specific ground or the grounds on which he feels aggrieved:

Provide 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 a financial bid, an appeal related to the matter of a financial bid may be filed only by a bidder whose Technical bid is found to be acceptable

- 1) 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 appeal,
- 2) 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 Appeal Authority, the bidder or the 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,

3) 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 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.

4) Form of Appeal

- a) An appeal under para (1) or (3) shall be filed 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
- c) Every appeal may be presented to First Appeal Authority or second Authority as the case may be, in person or through registered post or authorised representative.

5) Fee for filling 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 Bankers cheque of a scheduled Bank in India payable in the name of appealed Authority concerned.

7) Procedure for disposal of appeal

- a) The First Appellate Authority or second Appellate Authority, as the case may be filling of appeal shall issue notice accompanied by theby copy of appeal, affidavit and document, if any to the respondents and fix date of hearing.
- b) on the date fixed for hearing the First Appellate Authority or Second Authority, as the case may be, shall-
 - i) hear all ther 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 rh parties to appeal free of cost.
- d) The order passed under sub clause (c) above shall also be placed on the State Public Procurement Portal.

**SIGNATURE OF THE BIDDER
WITH SEAL AND DESIGNATION**

Annexure D: Additional condition 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 and
- 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 decreased 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.
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 at the rates of the Bidder, whose Bid is accepted.

**SIGNATURE OF THE BIDDER
WITH SEAL AND DESIGNATION**

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

Appeal No. of

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 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. Ground of
appeal:
.....
.....
(Supported by an affidavit)

7.
Prayer:
.....
.....
.....
.....

Place :
Date :
Appellant's Signature