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24.01.22
स्टोर प्रभारी
डॉ. एस.आर. राजस्थान आयुर्वेद विश्वविद्यालय
जोधपुर

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

***OPEN TENDER for RATE CONTRACT
for
Printing of Secure Degree Certificates and Folders***

Estimated Value of Tender : 4.00 Lakhs

Earnest Money : 8000/-

Tender Fee : 590/-

Tender No. 30/2021-22

Tender Start Date & Time : 24.01.2022 2.00PM Afternoon
Tender Submission Date & Time : 27.01.2022 2.00PM Afternoon
Tender Open Date & Time : 27.01.2022 4.00PM 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: registrar.dsrrau@gmail.com**



Dr. Sarvepalli Radhakrishnan
Rajasthan Ayurved University, Jodhpur

Office Address :- Nagaur Road, Karwar, Jodhpur (Pin No. 342037)
Web side : www.education.rajasthan.gov.in/raujodhpur, E-mail- registrar.dsrrau@gmail.com

TENDER DOCUMENT FORM

1. Name of work: Printing of Secure Degree Certificates and Folders
2. Name & Full address of the firm submitting the bid along with Tel. No., Fax No. & E-Mail/Mobile Number:
M/s
.....
.....
Mobile No.
Email ID
3. Address to:- Registrar, Dr. S.R. Rajasthan Ayurved University, Jodhpur
(E-mail:- registrar.dsrrau@gmail.com)
4. Reference -Tender Notice No. dated
5. The Bid fee is Rs. 590/- in favour of **Registrar, Dr. S.R. Rajasthan Ayurved University, Jodhpur** and Earnest Money(EMD) is Rs. 8000/- in favour of **Registrar, Dr. S.R. Rajasthan Ayurved University, Jodhpur** as per tender notice has been deposited Vide separate demand drafts as per enclosed scanned copies.
6. All documents required as per bid documents are enclosed.
7. Good will be delivered within the stipulated delivery period from the date of the supply/work order at **Dr. S.R. Rajasthan Ayurved University, Jodhpur** on the designated place mentioned in the supply/work order.
8. The sample of the degree will have to be approved before the supply order for the material.
8. 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 bid 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**).

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



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Fill in the blank and on which page DD enclosed and other information by tenderer
Tender Notice No.

Check list for Rate Contract for Printing of Secure Degree Certificate and Folders

| S. No. | | | Particular | Page No. |
|--------|--|---------|------------|----------|
| 1 | Earnest Money (Rs. 8000/-) | DD No.: | | |
| | In Favour of Registrar, Dr. S.R.Rajasthan Ayurved University, Jodhpur) | Date: | | |
| | | Bank: | | |
| | | Amount: | | |
| 2 | Tender Fee (Rs. 590/-) | DD No.: | | |
| | (In Favour of Registrar, Dr. S.R.Rajasthan Ayurved University, Jodhpur) | Date: | | |
| | | Bank: | | |
| | | Amount: | | |
| 3 | List of required items(Ann-1) | | | |
| 4 | Tender Terms & Condition SR-16 signed | | | |
| 5 | Declaration by the tenderer (SR- 11) | | | |
| 6 | GST Registration/GST Clearance Certificate | | | |
| 7 | GST Declaration (Ann-2) | | | |
| 8 | Price Charging Certificate (Ann-3) | | | |
| 9 | Format for Non Blacklisting of Supplier (Ann-4) | | | |
| 10 | Annexure A,B,C,D duly signed | | | |
| 11 | Literature/Leaflet/PAN Card/Catalogue etc. | | | |
| 12 | Other Points | | | |

Notice : All Column should be filled compulsory by Tenderer.

List of required Items for quoted rates by the Bidder

| S. No. | Items | Specifications | Est. Qty. | Rate quoted by Bidder | Total Amount |
|---------------|--|--|------------------|------------------------------|---------------------|
| 1. | Secure Degree Certificate: Four color printing A4 size, Non-Tear able, Water Resistant, Cellulose based or Synthetic Paper or equivalent. Degree to be printed in Hindi and English Language. | Paper Size: A4 Paper GSM : 200Micron (As per Sample) | 2000 Pcs | | |
| 2 | Folder As per University requirement | Paper Size: 9x12 Paper GSM : 180GSM (As per Sample) | 2000 Pcs | | |
| 3 | Hologram for Certificate | Paper Size: 10mm | 2000 Pcs | | |

Printing of Security Mark Sheet**Security features as per inquiry:**

1. Copy Void Features.
2. Security Design.
3. Microline.
4. University Logo in watermark.
5. Invisible Printing.
6. Ghost Image.
7. Non Copy able Security Boarder.
8. Non tear able paper.
9. Water Proof Paper.
10. Spelling Mistake.
11. Barcode.
12. QR Code.
13. Color Photo of the Student.
14. Color Logo of University.

SPECIAL CONDITIONS OF RATE CONTRACT:

1. The Rates will be inclusive of all taxes/installation/freight/postage/media charges(if any), no separate tax will be payable.
2. On the basis of Rate Quoted in **Annexure-1** by the tenderer. 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 Six Months upon the satisfactory performance of the supplier.
3. Before filling the rates, the tenderer should fill his rates in the tender form after seeing the sample items kept in the office during office hours.
4. The rates should be clearly filled, without trimming. Truncated rates will be treated as canceled.
5. Completely filled tenders can be submitted in sealed cover envelope to the **Office of Store, Dr. S.R. Rajasthan Ayurved University, Jodhpur** before tender submission date and time. Tenders received after the prescribed period and those tender not submitted in the prescribed tender form will not be considered.
6. Supply will have to be done as per approved sample. The supply of items shall be made to Office of Store, Dr. S.R. Rajasthan Ayurved University, Jodhpur within mentioned period of supply order. Defective or different materials will not be accepted. All required items should be supplied within time given each and every order (As and when required basis) at F.O.R. destination at Office of Store, Dr. S.R. Rajasthan Ayurved University, Jodhpur.
7. Penalty for late delivery will be deducted as per applicable GF & AR rules.
8. Estimated quantity of items required is mentioned in the **Annexure-1**, however it should be clearly noted that University shall place the order only as per the actual requirements from time to time.
9. If the material is not supplied by the firm, then the material will be purchased from the local market and the difference amount will be deducted from the respective firm's bill.
10. If the supply is not satisfactory, the rate contract can be canceled by giving 15 days notice to the firm. University will have full right to forfeited the security amount.
11. The University will reserve the right to approve / reject the tenders received.
12. The Contractor/firm will adopt all safety measures /precautions while executing the work/supply. In case of any accident /causality of any personnel, involved in work/supply the complete responsibility will be borne by the contractor/firm himself and University will not be held responsible for any claim/compensation.
13. The quantity/units mentioned are only indicative for executing rate contract for a specified period. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity/units indicated in the bidding documents the bidder shall not be entitled for any claim or compensation. No minimum quantity/units are guaranteed.
14. The Supplier/Contractor shall ensure the quality of supplied material used in the work/supply as per specification given in the order. If inferior quality material is found, the University shall not make any payment to the Agency.
15. In case of supply of any defective material or substandard material, the materials will be rejected & it will be the responsibility of the supplier for taking back & replacing the rejected materials at their own cost. In case of non-lifting of such rejected materials within a reasonable time offered by the office it will have the right to suitably dispose off the same and forfeit the amount.
16. If any delay/deficiency occurred by the firm in supply of items, 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 rate contract and black list the firm from further participation in bidding.

ACCEPTANCE

I/We have carefully read and understood above terms and conditions (from 1 to 16) 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.



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"CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER"

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

1. The tenders must be sealed in a properly sealed envelope according to the directions given in the tender notice upto Bid submission end date and time of Bid with the envelop of Tender fees and EMD.
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 S.R. Form-11(Copy enclosed).
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 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.
4. (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.
5. Tender forms shall be filled in ink or typed: No Tender filled in pencil shall be considered. The Tenderer shall sign the Tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
6. 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.
7. 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.
8. Validity: Tenders shall be valid for period of Three months from the date of opening of tenders, Validity can be extended with mutual consent.
9. 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.

10. The Contractor shall not assign or sublet his contract or any substantial part thereof to any other agency.
11. **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 supplies 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/warranty that goods/stores/articles would continue to conform to the description and quality as specified for a period of 3 years 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 3 years, 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/stores/articles 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. of 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, he 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/warranty will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee/warranty 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 defeat 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 or spare parts needed for 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.
12. **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.
13. **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.

14. 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.
15. 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.
16. 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.
17. 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 like Shri Ram Testing House, New Delhi 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.
18. **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.
19. **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.
20. **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.
21. 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.
22. 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.
23. 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.
24. Direct or Indirect canvassing on the part of the tenderer or his representative will be a disqualification.
25. **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 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.

26. Bid EARNEST MONEY

- a. Tender shall be accompanied by an Earnest Money 2% as mentioned in bid notice.
 - i) **Bank Drafts/Bankers cheque of the Schedule Bank.**
- b. **Refund of Earnest Money:** The Earnest Money of unsuccessful tenderer shall be refunded soon after a final acceptance of tender.
- 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 photo copy or a copy thereof duly attested by any Gazetted officer along with a competency certificate issued from the Director of Industries Rajasthan at the rate of 1/2 (0.5%) of the estimated value of the tender shown in NIT.
- d. The central Government and Govenment 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 long completed will not be adjusted towards earnest Money/security Money for the fresh tenderers. Tle earnest money may however, be taken into consideration in case tenders are reinvited.

27. Forfeiture of Earnest Money: The Earnest Money will be forfeited in the following cases:-

- i. When tenderer withdraws or modifies the offer after opening oftender but before acceptance of tender.
- ii. When tenderer does not execute the agreement if any, prescribed within the specified time.
- iii. When tenderer does not deposit the Performance Security Money after the supply order is given.
- iv. When he fails to commence the supply of the items as per supply order within the time prescribed.
- v. 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.

28. (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 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 one 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, if any (provided the firm will deposite a seperate Performance Security @ 10% of total CAMC amount of 7 years otherwise security money will be refunded after completion of CAMC period) whichever is later and after satisfied there are no dues outstanding against the tenderer.

- 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.
29. (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.
- 30. 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.
- 31. 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.
32. (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.
33. **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.
34. Tenderers must make their own arrangement to obtain import license if necessary.
 35. 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.
 36. 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.
 37. 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.
 38. 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.
 39. 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.
 40. The Rate must be quoted including all accessories required for installation of equipment.
 41. In case the items are free from custom duty the tenderer should mention the clause under which the items are free from custom duty. The proof of this should be attached.
 42. The imported items in ready stock with the Indian Agent could be purchase in Indian Currency provided the certificate produced by the Indian agent to this effect that the cost quoted by them does not include customs duty and is competitive.
 43. Complete latest literature along with the original catalogue and technical data must be enclosed with the tender to facilitate the technical expert in selection of items.
 44. Performance report of the equipments by the institution where it is already in use is to be attached with the tender form. If it is not practicable, the tenderer should enclosed a list of institution where equipments have been supplied.
 45. The Tenderer is supposed to arrange satisfactory, installation and successful demonstration of the articles in this University within 15 days from the supply of Item. The pre-requisite for installation if any required, the tenderer should submit the detail of the same along with tender invariably.

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.(As per Annexure-4)

ACCEPTANCE

I/We have carefully read and understood above terms and conditions (from 1 to 48) 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.

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

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

I/We declare that I am/ we are bona-fide Manufacture/ 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.

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

" 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.

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

PRICE CHARGING CERTIFICATE

I/We hereby certify that the rate offered in **Annexure-1** are reasonable and justified and we are not marketing lower rates to other department on condition of the tender and contract.

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

FORMAT FOR NON BLACKLISTING OF SUPPLIER

I/ We _____Manufacturer/partner/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 – 4*.

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 TENDERER
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 Tenderer:

Name:

Designaton:

Address:

Annexure C: Grievance Redressal 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 an 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 feel aggrieved:

Provide that after the declaration of a Bidder as successful the appeal may be field 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 bids may be filed only by a bidder whose Technical bid is found to the 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 of 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(23) 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 above 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
- 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 the 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 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.

**SIGNATURE OF THE TENDERER
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 TENDERER
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