

कार्यालय कार्यालय प्राचार्य, राज.डुंगर महाविद्यालय, बीकानेर

फर्मांक एक2(7)स्टोर / बीसीबी / 2020 / 1671-72

दिनांक: 17.07.2020

खुली बोली आगन्त्रण सूचना 01 / 2020-21

महाविद्यालय विकास समिति मद के अन्तर्गत निम्नांकित सामग्री की आपूर्ति करने हेतु वर्ष 2020-21 के लिये खुली बोली आमंत्रित की जाती है।

क्र.सं.	बोली का विवरण	अनुमानित राशि (रु)	बयाना राशि (रु)	बोली प्रपत्र शुल्क (रु) (अप्रतिदेय)	बोली सूचना नम्बर (IBN)	यूनिक विड नम्बर (UBN)	बोली प्रपत्र विक्रय की तिथि	बोली प्रपत्र प्राप्ति एवं खोलने की तिथि व स्थान
1	Renovation of Language Lab	9.50 lakh	19000	200				
2	Supply & Establishment of Air Conditioner 2.0 ton	3.00 lakh	6000	200			17.07.20 से 01-08-20 को साय 5:00 बजे तक	प्राप्ति - 03.08.2020 दोपहर 12.00 तक । खोलना - 03.08.2020 अपरान्ह 3.00 बजे । स्थान - राजकीय डुंगर महाविद्यालय, बीकानेर

बोली प्रपत्र विभागीय वेबसाईट www.dungarcollege.ac.in एवं www.sppp.rajasthan.gov.in (लोक उपापन पोर्टल) पर देखा एवं डाउनलोड कर मय निर्धारित शुल्क के कार्यालय में जमा करवाया जा सकता है। जो फर्म ऑनलाईन प्रपत्र डाउनलोड कर बोली प्रस्तुत करती है तो बोली बयाना राशि एवं बोली प्रपत्र शुल्क अलग-अलग ड्राफ्ट / बैंकर्स चेक जो प्राचार्य, राजकीय डुंगर महाविद्यालय, बीकानेर के नाम से देय हो, बोली के साथ संलग्न करावे।

प्राचार्य
राज.डुंगर महाविद्यालय
बीकानेर

राजस्थान सरकार

कार्यालय प्राचार्य, राजकीय डूंगर महाविद्यालय, बीकानेर

Supply & Establishment of Air Conditioner

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

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

क्र.सं.	विवरण	रजि0संख्या	वर्ष	पंजीकरण दिनांक	संलग्नक क्रमांक
1	वस्तु एवं सेवाकर (GST)				
2	आयकर (पैन नम्बर)				

7. Supply & Establishment of Air Conditioner

S. No.	Name of article	Amount	
1	2	राशि (अंकों में)	राशि (शब्दों में)
1	Supply & Establishment of Air Conditioner)		

8. निविदा प्रपत्र राशि का विवरण बैंकर्स चेक/डीडी संख्या दिनांक.....
.राशि एवं प्रतिभूति राशि का विवरण बैंकर्स चेक/ डीडी संख्या
.... दिनांक.....राशि

9. संलग्न सभी प्रपत्रों पर हस्ताक्षर मेरे द्वारा/निविदादाता द्वारा कर दिये गये हैं।

10. हम निविदा सूचना संख्या दिनांक में उल्लेखित सभी शर्तों का पालन करने के लिये सहमत हैं।

11. निविदा सूचना के साथ संलग्न दस्तावेजों पर हमारे द्वारा उल्लेखित शर्तों की स्वीकृति के लिये हस्ताक्षर कर दिये गये हैं।


प्राचार्य
राजकीय डूंगर महाविद्यालय
बीकानेर

बोलीदाता के हस्ताक्षर
मय सील

2020
17-07-2020

BID INTRODUCTION

1-	The number of the invitation to Bid is	: NBI NO. 01, Dated 17-07-2020
2-	The Procuring Entity is	: Principal, Government Dungar College Bikaner
3-	The Goods to be procured are & Period	: Procurement of Supply & Establishment of Air Conditioner 3,00,000 for Principal (GDC)
4-	The price of the Bidding Document	: Rs. 200/- by way of Cash/Demand Draft/Banker's Cheque in the name of Principal Government Dungar College bikaner
5-	For clarification purposes only, the Procuring Entity's address is	: Principal, Government Dungar College Vyas Colony, Bikaner 334001 Email: dungarcollegebikaner334001@gmail.com Phone No. 0151-2528036
6-	The language of the Bid is	: English & Hindi
7-	The bidder shall submit with its bid	: Mentioned at Bid Check list
8-	Bid security (Earnest money)	: The amount of Bid Security shall be Rs 6000 i.e. 2% of Estimated value of offered quantity. Bid Security Demand Draft/ Banker's Cheque in the name of Principal Government Dungar College bikaner
9-	Receiving of Bids Documents by Bidder	Up to 05:00 PM on 01-08-2020 on Rajasthan Government's Portal www.spp.rajasthan.gov.in OR office of Principal Government Dungar College bikaner
10-	Submission of Bids	: Up to 12:00 PM on 03-08-2020 at Principal Government Dungar College bikaner
11-	Opening of Bids	: At 03:00 pm on 03-08-2020 At Office of Principal Government Dungar College bikaner

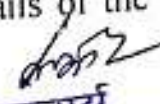
12- (a) The Designation and Address of

First Appellate Authority- Commissioner, College Education department
Jaipur

(b) The Designation and Address of

Second Appellate Authority - Secretary, Higher and Technical Education
department Rajasthan, Jaipur

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


 प्राचार्य
 राजकीय डूंगर महाविद्यालय
 बीकानेर

OFFICE OF THE PRINCIPAL GOVT DUNGAR COLLEGE, BIKANER
 Bid NOTICE
 (See Rule 68)

Tender Number

Sealed bids are invited for the supply of articles as mentioned below

S.No.	Name of ITEMS	Quantity	Estimated Cost
A	Supply & Establishment of Air Conditioner		
1	Supply & Establishment of Air Conditioner	1	300000/-
		Total	300000/-

- I. Tenders will not be considered without earnest money.

II. Tenders are to be submitted on prescribed tender form which can be obtained on application from this office on payment of Rs. _____ in cash, or Money Order in the name of _____ which will not be refunded. Tenders not submitted on prescribed form will be rejected.

Terms and conditions of tender are available in the office which may be seen/obtained by each tenderer before giving their tender.

III. Tenders in a sealed envelope marked conspicuously " Supply & Establishment of Air Conditioner " should reach on or before 03-08-2020 (date) at 12.00 Noon (time). The tender should be handed over personally at the above office and a receipt obtained or be sent per registered post. The tenders will be opened on the same day at 3 pm (time) before purchase committee or by an officer duly authorized in the presence of any intending tenderer or their authorize representative who may be present.

IV. Government are not bound to accept the lowest tender and may reject any tender or any part of the tender without assigning any reason there for.

V. Tenders received after the prescribed time and date shall be rejected.

VI. The tenderers will have to submit invariably an "Income Tax Clearance Certificate" from the Income Tax Officer of the circle concerned, Sales Tax registration number and "GST Clearance Certificate" from the Commercial Taxes Officer concerned without which the tenders will not be considered.

¹[VII. SSI Units are partially exempted from the payment of earnest money on the basis of registration and ²[deleted] issued by the Director of Industries or their representative and shall pay earnest money @ 1% of the estimated value of the tender.]

Note : Name of Officer inviting tenders shall not be mentioned in the notice.

DESIGNATION OF OFFICER

राजकीय दूंगर महाविद्यालय
 बीकानेर

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

² Deleted words 'competency certificate' vide Circular No.27/96 dated 27.8.1996.

OFFICE OF THE PRINCIPAL GOVT DUNGAR COLLEGE, BIKANER
(See Rule 68)
TENDER FORM

- I. Tender for. Supply & Establishment of Air Conditioner
II. Name and postal address of the firm submitting the tender.

III. Addressed to:

IV. Reference:

V. The tender fee amounting to Rs.200/- has been deposited vide cash receipt No.....and date/Crossed Postal Number.....

VI. We agree to abide by all the conditions mentioned in, Tender Notice Number..... Dated.....Issued byand also the further condition of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of our acceptance of the terms mentioned therein).

¹[VII. The rates for the supply of following items are as under and the quantity to be supplied noted against each:

VIII. Goods will be delivered within a period offrom the date of the receipt of firm order/goods will be delivered as under:

Quantity	Period/Date if any.
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IX. The rates Quoted above are valid uptoThe period can be extended with mutual agreement.

X. Bank Draft/Bankers Cheque No.Drawn on (Name of the Bank)/Cash receipt No...../Challan No. and datefor Rs.....to cover earnest money is enclosed.

¹Substituted vide Circulars No. 8/99 dated 5/3/1999.

XI. The Income Tax Clearance Certificate, gst Registration Number and Sales Tax Clearance Certificate are submitted herewith.

XII. Declaration of manufacturer/Dealer, etc., is also enclosed.

Encl.




Signature of tenderer

10/10/2023

Office of the Principal, Govt. Dungar College, Bikaner (Rajasthan)
Bid for Renovation of Language Lab with various equipment Supply & Establishment

"G Schedule"

bid No. & Date :
Name of firm :
Name of proprietor of firm :
Address of firm :
Mobile No of proprietor / owner :
Registration No :

Supply & Establishment of Air Conditioner

S.N o.	Item Specification	Qty.	Brand & model	Amount
1	<u>Split Air Conditioner -</u> Split Ac 2 Ton Capacity , Minimum 3 Star Rating , With Stabilizer installation along with insulated copper tube & electrical cable etc. , outdoor unit stand if required, insulated pipe can be 20 feet. Reputed Brand such as Hitachi, Carrier, Samsung, Voltas, LG, Godrej	06		
			Total	

नोट :

- 1 फर्म अपने प्रस्तावित मैक एवं मॉडल के कॅटलॉग सहित स्पष्ट दरों का उल्लेख करते हुए प्रस्ताव प्रस्तुत करें, जी-शिड्यूल में किसी भी प्रकार की कोई कांट-छाट नहीं करें, त्रुटियश हुई अशुद्धि का सुधार करने पर अपने हस्ताक्षर मय स्टाम्प का अंकन आवश्यक रूप से किया जावे ।
- 2 दरों के अतिरिक्त सभी प्रकार के करों का प्रतिशत (TAX) का अंकन भी स्पष्ट रूप से दर्शाया जावे, अन्यथा दर सभी कर सहित मानी जावेगी ।
- 3 शर्त बोली स्वीकार नहीं की जावेगी, अतः बोली में किसी भी प्रकार की कोई शर्त मान्य नहीं होगी ।
- 4 बोली दाता अपने प्रस्ताव इकजाई (एक मुश्त) अपनी दरों का उल्लेख उपरोक्त जी अनुसूची में प्रस्तुत करें, सम्पूर्ण यूनिट दर के अनुसार बोलीदाताओं की वित्तीय तुलनात्मक तालिका अनुसार मुल्यांकित किया जावेगा, उपरोक्त यूनिट में दिये गये स्पेशीफिकेशन में अपनी एक मुश्त दर का उल्लेख उपरोक्त जी अनुसूची में प्रस्तावित करें ।



राजकीय दुंगर महाविद्यालय
बीकानेर

Signature and seal of proprietor

कार्यालय प्राचार्य राजकीय डूंगर महाविद्यालय बीकानेर

विभागीय शर्तें

- 1 बोली का गुल्यांकन दिये गये न्यूनतम अनुदेश (Specification) तकनीकी गुणवत्ता का तकनीकी रूप से परीक्षण उपरांत तकनीकी गुल्यांकन कमेटी द्वारा जिन बोलियों/भरो को तकनीकी रूप से परीक्षण उपरांत सफल/स्वीकार्य घोषित किया जायेगा, केवल उन बोलियों को विविध तुलनात्मक तालिका में शामिल किया जायेगा। जो बोली न्यूनतम स्पेशीफिकेशन के अनुरूप नहीं होगी उनको विविध तुलनात्मक तालिका में शामिल नहीं किया जायेगा एवं तकनीकी समिति द्वारा लिया गया निर्णय अंतिम होगा।
- 2 सफलदर् अपने प्रस्तावित उपकरण के मूल एवं मॉडल नमूने अनुदेश (Specification) के कंटेंटिंग सहित बोली प्रस्ताव जी-शिफ्टमूल में भरकर बोली फॉर्म एवं सम्बन्धित सभी दस्तावेज के साथ प्रस्तुत करें। उपकरणों की आपूर्ति, स्थापना की दर प्रति नमूने प्रस्तुत करें। अपने प्रस्तावित दरों के साथ सभी प्रकार के करों (TAX) का उल्लेख स्पष्ट रूप से बोली में प्रस्तुत करें। उपरोक्त सामग्री जिसमें न्यूनतम दर वाला फॉर्म जिसके पक्ष में बोली स्वीकार की जायेगी, उन्हें नॉन क्यूडिशियल स्टाम्प जो अनुमान राशि 500/- अनुमान (करार) का निष्पादन करना होगा, स्टाम्प फीस राशि बोलीदाता के द्वारा रहन की जायेगी।
- 3 न्यूनतम सफल बोली दाता जिसके पक्ष में बोली स्वीकार हुई हो, स्वीकृत बोली के विरुद्ध जारी कार्यादेश अनुसार उन्हे करार (अनुमान) हेतु निर्धारित नॉन क्यूडिशियल स्टाम्प उपरोक्तानुसार बोलीदाता के द्वारा प्रस्तुत, के साथ करार का निष्पादन करना आवश्यक होगा।
- 4 बयाना राशि में किसी भी प्रकार की कोई छूट देय नहीं होगी। अतः प्रस्तावित बोली के लिए बोली सूचना में अंकित पूर्ण बयाना राशि का गणद/बैंक ट्रांसफर/बैंकर बैंक पूर्ण राशि का जो कि प्राचार्य, राजकीय डूंगर महाविद्यालय बीकानेर के नाम से जारी किया हुआ हो, संलग्न करवाना आवश्यक है, बयाना राशि के अभाव में अथवा अतिरिक्त अथवा कम बयाना राशि की बोलीको को स्वीकार नहीं किया जायेगा, ऐसी बोलिया निरस्त घोष्य होगी।
- 5 शर्तें बोली निरस्त घोष्य होगी, अतः बोली में किसी भी प्रकार की कोई शर्तें का उल्लेख नहीं करें।
- 6 बोली प्रपत्र विभागीय वेबसाइट www.dungarcollege.ac.in एवं www.sppp.rajasthan.gov.in (लोक उपायन पोर्टल) पर देखा एवं डाउनलोड कर नमूने निर्दिष्ट शुल्क के जमापोलय में जमा करवाया जा सकता है। जो फॉर्म ऑनलाइन प्रपत्र डाउनलोड कर बोली प्रस्तुत करती है तो बोली बयाना राशि एवं बोली प्रपत्र शुल्क अलग-अलग ड्राफ्ट/बैंकर बैंक जो प्राचार्य, राजकीय डूंगर महाविद्यालय बीकानेर के नाम से देय हो, बोली के साथ संलग्न कराये।
- 7 बोली प्रस्तुत करने वाली फॉर्म का सर्विस टैक्स विभाग/सम्बन्धित विभाग में पंजीकृत होना आवश्यक है, अतः फॉर्म बोली के साथ टीन नम्बर पंजीयन प्रमाण-पत्र, डिपॉजिट कर शुल्क प्रमाण-पत्र एवं अपने बैंक खाता का विवरण-बैंक खाता संख्या, शाखा का नाम, IFSC कोड आदि का विवरण बोली के साथ संलग्न कराये।
- 8 बोली फॉर्म स्याही से भरा हुआ या दक्षिण किया हुआ होना आवश्यक है, पैरिचल से भरा हुआ बोली फॉर्म स्वीकार नहीं होगा।
- 9 फॉर्म अपने प्रस्तावित मूल एवं मॉडल के कंटेंटिंग सहित स्पष्ट दरो (अक्षर व शब्दों में) का उल्लेख करते हुए प्रस्ताव प्रस्तुत करें, जी-शिफ्टमूल में किसी भी प्रकार की कोई काट-छाट नहीं करें, त्रुटिपत्र हुई अशुद्धि का सुधार करने पर अपने हस्ताक्षर गम स्टाम्प का अंकन आवश्यक रूप से किया जाये।
- 10 स्वीकृत बोली जिसके पक्ष में स्वीकार की गयी है, जो फॉर्म किसी अन्य फॉर्म/संस्था को सबलेट नहीं किया जा सकता है।
- 11 सेमीनार हॉल की स्थापना हेतु दिये गये स्पेशीफिकेशन (Sr.No 1 to Sr.No 13) के अनुसार उपकरणों, फर्नीचर एवं अन्य सामग्री को इकट्ठाई एक यूनिट मानते हुए बोली दाता अपने प्रस्ताव इकट्ठाई (एक मुश्त) अपनी दरों का उल्लेख उपरोक्त जी अनुसूची में प्रस्तुत करें, तकनीकी स्पेशीफिकेशन के अनुरूप प्राप्त प्रस्ताव को सम्पूर्ण यूनिट दर के अनुसार बोलीदाताओं की विविध तुलनात्मक तालिका अनुसार गुल्यांकित किया जायेगा, उपरोक्त यूनिट में दिये गये स्पेशीफिकेशन में अपनी एक मुश्त दर का उल्लेख उपरोक्त जी अनुसूची में प्रस्तावित करें।


प्राचार्य
राजकीय डूंगर महाविद्यालय
बीकानेर

Signature of Tenderer with Seal

CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER

(See Rule 68)

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

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
2. "Tenders by bona-fide dealers:" Tenders shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration in the SR FORMS 11.
3. (i) Any change in the constitution of the firm, etc., shall be notified forthwith by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
(ii) No new partner/partners shall be accept in the firm by the contractor in respect of the contract unless he/they agree to avoid by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
4. **Sales Tax Registration and Clearance Certificate :** No Dealer who is not registered under the Sales Tax Act prevalent in the State where his business is located shall tender. The Sales Tax Registration Number should be quoted and a sales tax clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the tender is liable to rejection.
5. ³[**Income Tax Clearance Certificate :** Tenderers will have to submit an Income Tax Clearance Certificate from the Income Tax Officer of the circle concerned along with the tenders without which tender may not be considered.]
6. 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.
7. Rate shall be written both in words and figures. There should not be errors and/or over-writings, corrections if any, should be made clearly and initialled with dates. The rates should mention element of the Rajasthan State Sales Tax and Central Sales Tax separately.
8. All rates quoted must be FOR destination and should include all incidental charges except octroi, Central/Rajasthan Sales Tax which should be shown separately. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises of Purchase Officer. Goods to be purchased are for the purpose of official use, hence octroi is not payable. The rates, therefore, should be exclusive of octroi, and local tax, in case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of octroi and local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order.
9. (i) **Comparison of Rates :** In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element of Rajasthan Sales Tax shall be excluded whereas that of Central Sales Tax shall included.
(ii) While comparing the rates in respect of firms within Rajasthan the element of Rajasthan Sales Tax shall be included.

¹ Deleted as per Circular No.5/2003 dated 17.5.2003.

10. **Price Preference:** ¹ [Price preference/preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995.]

11. **Validity :** Tenders shall be valid for a period of three months from the date of opening of Tender.

12. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.

13. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

14. Specifications :

(i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.

(ii) The supply of articles marked with asterisk/at serial number....., shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the Purchase Officer/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderers.

(iii) **Warranty/Guarantee clause :** The tenderer would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of..... days/months from the date of delivery of the said goods/ stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of.....days/months, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods stores/articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The tenderer shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the Purchase Officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

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

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

15. Inspection :

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

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

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

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

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

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

18. Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. The Government shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.

The Sample shall be collected by the tenderer on the expiry of stipulated period. The Government shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the Government and no claim for their cost, etc., shall be entertained.

19. 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.

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

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

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

23. Rejection:

(i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the Purchase Officer.

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

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

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

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

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

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

S.No.	Items	Quantity	Delivery period
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(ii) **Extent of quantity - Repeat orders :** If the orders are placed in excess of the quantities shown in tender the notice, the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.

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

29. Earnest Money :

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. (1) Agreement and security deposit :

(i) Successful tenderer will have to execute an agreement in the form 17 within a period of 7 days of receipt of order and deposit security equal to 5% of the value of the stores for which tenders are accepted ¹

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

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

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

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

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

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

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

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

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

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

(3) Forfeiture of Security Deposit - Security amount in full or part may be forfeited in the following cases :-

(a) When any terms and conditions of the contract is breached.

(b) When the tenderer fails to make complete supply satisfactorily.

(c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchase Officer in this regard shall be final.

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

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

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

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

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

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

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

1. Deleted words "competence certificate" vide Circular No. 17/96 dated 27.8.1996.

33. Insurance:

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

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

34. Payments:

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

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

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

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

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

(ii) Liquidated damages : In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the tenderer has failed to supply :-

(1) (a) delay up to one fourth period of the prescribed delivery period	2 %
(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%

(d) delay exceeding three fourth of the prescribed period, 10%

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

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

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

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

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

[Handwritten signature]
Date: _____

department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

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

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

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

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

(i) Attested copy of Partnership Deed in case of Partnership Firms.

(ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.

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

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

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

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

- Firm must be registered for supply of above mentioned articles, and having TIN No.
- Firm should not be blacklisted from any Govt. /semi Govt. institution for supply of above mentioned articles.
- Only ISO certified items will be accepted.
- A warranty certificate is to be enclosed clearly with instrument
- Rate must be inclusive of all taxes, freight charges, installation cost, etc. Payment to the firm will be released after full satisfaction of purchase committee regarding quality of supplied instruments. For further clarification of technical details Bidders can contact principal investigator in college during office time
- Bid with condition will not be accepted.
- Undersigned reserves the right to reject any bid.
- Bidder must sign on each page of bid documents.

Signature of tenderer.

AGREEMENT
(See Rule 68)

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

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

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

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

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

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

4. Now these Presents witness:

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

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

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

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

[c] The mode of Payment will be as specified below:-

1. _____

2. _____

3. _____

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

S.No. Items Quantity Delivery period