

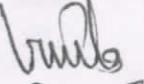
सामुदायिक विज्ञान महाविद्यालय,
स्वामी केशवानन्द राजस्थान कृषि विश्वविद्यालय, बीकानेर
क्रमांक : एफ/साविम/खु0नि0/स्टोर/2022-23/01

दिनांक : 20.06.2022

खुली निविदा सूचना

महाविद्यालय में वित्तीय वर्ष 2022-23 (01 जुलाई, 2022 से 30 जून, 2023 तक एक वर्ष के लिए साफ सफाई के कार्य हेतु पंजीकृत ठेकेदारों से मोहरबंद निविदाएं आमंत्रित की जाती हैं। कार्य की अनुमानित लागत 37500/- प्रतिमाह है। निविदा फार्म लेखा शाखा से 21 जून 2022 से 500 रुपये नकद/चैक द्वारा अधिष्ठाता, गृह विज्ञान महाविद्यालय, बीकानेर के नाम से जमा कर कार्य दिवस पर कार्यालय समय में प्राप्त किए जा सकते हैं। निविदा के साथ धरोहर राशि 9000/- नगद/डिमांड ड्राफ्ट द्वारा अधिष्ठाता, गृह विज्ञान महाविद्यालय, बीकानेर के नाम से जमा करवाना आवश्यक है। निविदा की अंतिम तिथी 29.06.2022 है। मोहरबंद निविदायें दिनांक 29.06.2022 को प्रातः 11:00 बजे तक जमा करानी हैं। प्राप्त निविदायें उसी दिन 12:00 बजे निविदा भरने वालों के समक्ष अधिष्ठाता कक्ष में गठित कमेटी द्वारा खोली जायेगी।

निविदा का विस्तृत विवरण विश्वविद्यालय की वेबसाइट **www.raubikaner.org and www. http// spppraj.nic.in** पर उपलब्ध है। निविदा निरस्त करने का अधिकार महाविद्यालय के पास सुरक्षित है।


अधिष्ठाता

सामुदायिक विज्ञान महाविद्यालय,

स्वामी केशवानन्द राजस्थान कृषि विश्वविद्यालय, बीकानेर

क्रमांक : एफ/साविम/स्टोर/2022-23/0\

दिनांक : 20.06.2022

बोली प्रपत्र

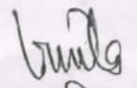
कार्यालय अधिष्ठाता, सामुदायिक विज्ञान महाविद्यालय, स्वामी केशवानन्द राजस्थान कृषि विश्वविद्यालय, बीकानेर की ओर से 1 जुलाई 2022 से 30 जून 2023 तक (01 वर्ष) के लिए चार कार्य बिन्दुओं से जॉब बेसिस आधार पर साफ सफाई के कार्य हेतु पंजीकृत ठेकेदारों से मोहरबंद निविदाएं आमंत्रित की जाती हैं। कार्य करने की समयावधि घटाई-बढ़ाई जा सकती है। कार्य की अनुमानित लागत 37,500/- प्रतिमाह है।

महाविद्यालय का मुख्य भवन व भवन के उपर प्रथम मंजिल का पूरा भाग सहित व भवन के बाहर पूरा परिसर, महाविद्यालय के छात्रावास का मुख्य भवन व उसके उपर प्रथम मंजिल का पूरा भाग व छात्रावास के भवन का पूरा बाहरी परिसर, बॉयज होस्टल(एमएलटीसी बिल्डिंग), महाविद्यालय का प्रशिक्षण केन्द्र, खेलकूद का मैदान, मंदिर के आसपास कार एवं साइकिल स्टेण्ड, नालियों की सफाई छात्रावास के पीछे बने गंदे पानी के सेफटी टैंक (कुई) की सफाई छात्रावास के मेस में बने होद के नालों की सफाई छात्रावास में पानी पीने की टंकीया की सफाई व छात्रावास के आसपास अनावश्यक घासफूस पेड़ पौधों की छांई कार्य भी ठेके में सम्मिलित रहेगा इसके अतिरिक्त आवश्यकतानुसार सेफटी टैंकों की सफाई भी करनी होगी इनके कार्यों के लिए कोई अतिरिक्त रकम देय नहीं होगी। सफाई कार्य में झाड़ु लगाकर पोचा दिन में दो बार करना होगा। सफाई का कार्य सुबह 8.30 बजे करना होगा। कार्य हेतु निविदा प्रपत्र लेखा शाखा से दिनांक 21.06.2022 से कार्य दिवस पर कार्यालय समय में प्राप्त किए जा सकते हैं। मोहरबंद निविदायें दिनांक 29.06.2022 को प्रातः 11:00 बजे तक जमा करानी हैं प्राप्त निविदायें उसी दिन 12:00 बजे निविदा भरने वालों के समक्ष अधिष्ठाता कक्ष में गठित कमेटी द्वारा खोली जायेगी।

निविदा शुल्क रु 500/- नगद/चैक द्वारा जमा कराकर प्राप्त किए जा सकते हैं, निविदा के साथ धरोहर राशि 9000/- नगद/चैक द्वारा अधिष्ठाता, गृह विज्ञान महाविद्यालय, बीकानेर के नाम से जमा करवाना आवश्यक है। बिना धरोहर राशि के निविदा स्वीकार नहीं होगी तथा तार द्वारा भेजी गई अथवा सशर्त भेजी गई निविदा स्वीकार नहीं होगी। सफाई के काम में आने वाली सामग्री फिनाईल/एसिड/झाड़ु/बांस/फूल झाड़ु/फिनाइल गोली/पोछा आदि सामान स्वयं ठेकेदार का होगा। अधोहस्ताक्षरकर्ता को किसी एक अथवा समस्त निविदा को बिना बताये व बिना कारण बताये निरस्त करने का अधिकार होगा एवं अधोहस्ताक्षरकर्ता के पास सभी अधिकार रक्षित रहेंगे। कार्य सम्पादन अवधि के दौरान कार्य के संबन्ध में /संदर्भ में किसी प्रकार की क्षतिपूर्ति या मुआवजा देने/ईसीएस करवाने/सामूहिक दुर्घटना बीमा कराने इत्यादि की जिम्मेदारी एवं दायित्व संवेदक/बोलीदाता का होगा इसके लिये इस कार्यालय की कोई जिम्मेदारी नहीं होगी।

निविदा के साथ निम्न दस्तावेज संलग्न करने आवश्यक है :

1. ESI number certificate of the firm issued by appropriate authority.
2. EPF number certificate of the firm issued by appropriate authority.
3. PAN number certificate of firm.
4. The Agency/firm must have a registration with contract Labour Regulation and Abolition.
5. G.S.T certificate.
6. बोलीदाता/संवेदक द्वारा गत 03 वित्तीय वर्ष (2019-20,2020-21,2021-22) में केन्द्र/राज्य के राजकीय विभाग/उपक्रम/स्वायत्त संस्थाएं/परियोजनाएं बोर्ड/समिति आयोग/शिक्षण संस्था/बैंकों में कम से कम 15 स्वीपर औसतन प्रति वर्ष तक निरन्तर सफलता पूर्वक उपलब्ध कराये जाने का अनुभव प्रमाण पत्र।


अधिष्ठाता

Swami Keshwanand Rajasthan Agriculture University, Bikaner

(See Rule 20)

TENDER FORM

- I. Tender for
(Name of the particulars for which the tenders is submitting)
- II. Name, Tel. No. and postal address of the firm submitting the tender
.....
.....
- III. Addressed to
.....
.....
- IV. Reference
- V. The tender fee amounting to ₹ date has been deposited vide cash receipt No. and pay order/DD No. date
- VI. We agree to abide by all the conditions mentioned in Tender Notice Number date issued by and also the further conditions 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).
- VII. The rates for the supply of following items are as under and the quantity to be supplied noted against each:

S. No.	Name of article with specification	Rate (₹) Price (inclusive of excise duty, cartage, packing etc.) Central Sales Tax, Rajasthan Sales Tax, Octrio, if any, Less (is sount/rebates Net Price	Rebate to Academic Institutes

- VIII. Goods will be delivered within a period of Price (inclusive of excise duty of firm order/goods will be delivered as under:-
Quantity Period /Date if any
- IX. The rates quoted above are valid upto The period can be extended with mutual agreement.
- X. Bank Draft/Bankers Cheque No. Date ₹
Drawn on (Name of the Bank)/Cash Receipt No.
dated ₹ to cover earnest money is enclosed.
- XI. The Income Tax Clearance Certificate, Sales Tax Registration, TIN Number and Sales Tax Clearance Certificate are submitted herewith.
- XII. Declaration on manufacturer/Dealer etc. is also enclosed.

Encl.: ...

SIGNATURE OF TENDERER
With Seal

AGREEMENT

(See Rule 28)

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 Rajasthan Agriculture University, Bikaner (hereinafter called "the University" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

1. Where as the approved supplier has agreed with the university to supply to the _____ of SK Rajasthan Agriculture University as its Head Office as well as at various units 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.

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

Cash/Bank Draft/Bankers Cheque No, _____ dated _____

3. Now these presents witness;

- (1) In consideration of the payment to be made by the University through _____ at 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 university and appended to this agreement shall also form part of this agreement.

- (4) (a) The University 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 University 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.

- (4) (b) The mode of payment will be as specified below -

1. _____
2. _____
3. _____

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

S.No.	Items Quantity	Delivery Period
-------	----------------	-----------------

2.

5. (1) (i.) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply :-

(a)	Delay upto one fourth period of the prescribed delivery period	2.5%
(b)	Delay exceeding one fourth but not exceeding half of the prescribed delivery period	5.0%
(c)	Delay exceeding one fourth but not exceeding three fourth of the prescribed delivery period	7.5%
(d)	Delay exceeding three fourth of the prescribed delivery period	10.0%

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

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

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

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

6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the R.A.U. and the decision of the S. K. R.A.U. shall be final.

In witness whereof the parties hereto have set their hands on the _____
day of _____

Signature of the approved supplier
with Stamp

COMPTROLLER
SWAMI KESWANAND RAJASTHAN AGRICULTURAL UNIVERSITY
BIKANER

Date:

Date :

Witness No. 1

Witness No. 1

Witness No. 2

Witness No. 2

Swami Keshwanand Rajasthan Agricultural University, Bikaner (Raj.)

CONDITIONS OF TENDER & CONTRACT FOR OPEN TENDER

Note : Tenderers 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 on bona-fide dealers in the goods they shall, therefore, furnish a declaration to that effect.
3. (i) Any change in the constitution of the firm, etc. shall be not find forth with by the contractor in writing to the purchase officer and such change shall not relive any former member of the firm, etc. from any liability under the contract.

ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors receipt for acknowledgement on 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 quote and a sale tax clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the tender is liable to rejection.
5. Income Tax Clearance Certificate : Tenderers will have to submit an Income Tax Clearance Certificate from the income Tax Officer of circle concerned alongwith the tender without which tender may not be considered.
6. Tender forms shall be filled in ink or typed. No tender filed 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, shall be made clearly and intimated 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 inrdenal 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 University and the delivery of the goods shall be given at the premises of Purchases Officer.
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 executed 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.
10. Validity : Tenders shall be valid for a period of three months from the date of opening of tender.
11. The aooroved supplier shall be deemed to have carefully examined the conditions, soecifications, size make and drawings, etc. of the goods to be supplied. If he has any doubts as to the meaning fo 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.

12. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
13. SPECIFICATION : (i) All articles supplied shall strictly confirm to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should confirm strictly to those specifications and should bear such marks.
 - (ii) The supply of articles marked with asterisk/at serial number _____, shall in addition, confirm 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 confirm 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 confirm 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 confirm to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive) the purchaser will be entitled to reject the said goods/stores/articles of such portion thereof as may be discovered not to confirm to the said description and quality on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods etc, or such portion thereof as is rejection by the Purchase Officer, otherwise, the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
 - (iv) In case of machinery and equipment also guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.
 - (v) In case of machinery and equipment specified by the Purchase Officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific types on 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.
14. 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 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 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.
15. Samples : Tenderers for articles marked within the schedule shall be accompanied by two set 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 dispatched freight paid and the R/R or G/R should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythene bags at the cost of the tenderer.

16. Each sample shall be marked suitably either by written on the sample or and 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.
17. Approved sample would be retained free of cost upto the period of six months after the expiry of the contract. The university shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the person these samples are retained.

The sample shall be collected by the tenderer on the expiry of stipulated period. The University 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 university and no claim of their cost etc. shall be entertained.

18. Samples not approved shall be collected by the unsuccessful tenderer. The university 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.
19. 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 of them, one or two will be sent to the laboratories and/or testing house and the third or four will be retained in the officer for reference and record.
20. Testing Charges : Testing charges shall be born by the university. 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.
21. Rejection : (i) Articles not approved during inspection or testing shall be rejection 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 University work, such replacement either in whole or in part, is not consider 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 decision so made shall final.
22. The rejected articles shall be removed by teh 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 tenderers risk and on his account.
23. 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 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.
24. The contract for the supply, can be repudiated at any timely 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.
25. Direct or indirect confessing on the part of the tenderer or his representative will be a disqualification.

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

S.No.	Item	Quality	Delivery Period
-------	------	---------	-----------------

(ii) Extent of quantity Repeat orders : If the orders are placed in excess of the quantities shown in tender one notice the tenderer shall be bound to meet the requested supply. Repeat orders may also be placed on the rate and conditions 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 purchase less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation

27. EARNEST MONEY : (a) Tenderer 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 Cash Receipt (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 to tenderer.

(c) The Central Government and Government of Rajasthan undertakings should Furnish the amount of earnest money as per rules.

(d) The earnest money/security deposit lying with the Department/Office in respect of other tenderers awaiting approval or rejected or on account of contract being completed will not be adjusted towards earnest money/security money for the fresh tenderers. The earnest money may however, be taken in to consideration in case tenderers are re-invited.

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

- (i) When tenderer withdraws or modifies 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.
- (iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

29. (1) Agreement and Security deposit -

(i) Successful tenderer will have to execute an agreement within a period of 7 days of receipt of order and deposit security equal to 5% of the value of the stores for which tenderers are accepted subject to the maximum of Rs. 50000/- within 15 days from the date of dispatch on which the acceptance of the tender is communicated to him.

- (ii) The earnest money deposited at the time of tender will be adjusted toward 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 below :-

Cash/Bank Draft/Bankers Cheque.
- (v) The security money shall be refunded within one month of the final supply of items as per purchases 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) Central Government and Government of Rajasthan's undertaking will be furnishing security amount as per rules.
- (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 is 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.
- 30. (i) All goods must be sent freight paid through Railways or goods transport, If goods are sent freight to pay, the freight together with department charge 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.
- 31. 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 their 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 University 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 Purchase. In such cases the insurance should in variable be with Life Insurance Corporation of Indian Subsidiaries.

32. Payment : (i) Advance payment will be made except in rare and special cases. In case of advance payment being made. It will be against proof of detatch and to the extent as prescribed in financial powers by rail/reputed goods transport commence 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 delivery of the stores will be made on submission of bill in proper form by the tenderer to the Purchase Officer in accordance with Accounts Rules all remittance charges will be borne by the tenderer.
- (iii) In case of disputed items 10 to 25% of the amount shall be withheld 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.
33. (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 the following percentages of value of stores which the tenderer has failed to supply.
- (1)
 - (a) delay upto one fourth period of the prescribed delivery period 2½%.
 - (b) delay exceeding one fourth but not exceeding half of the prescribed period 5%.
 - (c) delay exceeding half but not exceeding three fourth of prescribed period 7½%.
 - (d) delay exceeding three fourth of the prescribed period 10%.
 - (2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 - (3) The maximum amount of liquidated damages shall be 10%.
 - (4) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - (5) Delivery period may be extended with or without liquidated damages if the delay in supply of goods is on account of hindrances beyond the control of the tenderer.
34. Recoveries : Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier alongwith amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under law in force.
35. Tenderers must make their own arrangements to obtain import licence, if necessary.
36. 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 a 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.
37. The Purchase Officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender to "all or anyone or more of the articles for which tenderer has been given of distribute items of store to more than one firm/supplier."

38. The tender 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 register 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.
39. In 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 Parties to the SKRAU 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.
40. All legal proceedings, if necessary arise to institute may by any of the parties (University or Contractor) shall have to be lodged in courts situated in Bikaner and not elsewhere.
41. Terms and conditions not mentioned above will be as per Rajasthan Transparency in Public Procurement Rule - 2013 of State Govt.

With Stamp

Signature of Tenderer