

College of Community Science, Bikaner

Swami Keshwanand Rajasthan Agricultural University ,

Beechwal, Bikaner-334006

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No.CCSc/Store/2022/ ०८

Date: 27.09.2022

खुली निविदा सूचना

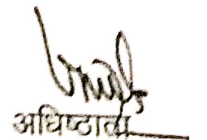
सर्व साधारण को सूचित किया जाता है कि सामुदायिक विज्ञान महाविद्यालय बीकानेर के वित्तीय वर्ष 2022-23 में (एक वर्ष के लिए) निम्न कार्यों की आवश्यकतानुसार आपूर्ति के लिए इच्छुक आपूर्तिकर्ताओं/फर्मों /सेवाप्रदाता संस्थाओं जिनके पास श्रमिक आपूर्ति लाईसेन्स हो से दिनांक 7.10.22 को निर्धारित प्रपत्र में प्रातः 11.00 बजे तक सीलबन्द निविदाएं आमन्त्रित की जाती है। निविदा प्रपत्र एवं निविदा की सभी शर्तें कार्यालय दिवस में निविदा शुल्क रु 500/- गृह विज्ञान महाविद्यालय के पक्ष में बैंक ड्राफ्ट व बैंकर चैक द्वारा ही भुगतान कर दिनांक 07.10.22 को प्रातः 11.00 बजे तक प्राप्त किये जा सकते हैं अथवा <http://raubikaner.org> and <http://sppp.rajasthan.gov.in> से डाउनलोड कर प्राप्त कर सकते हैं। निविदा प्रपत्र दिनांक 07.10.22 को प्रातः 11.00 बजे तक जमा होंगे। प्राप्त निविदाएं दिनांक 7.10.22 को प्रातः 12.30 बजे उपस्थित निविदादाताओं के समक्ष केन्द्र की कमेटी द्वारा खोली जावेगी। निविदा को सम्पूर्ण अथवा किसी भाग को बिना किसी कारण बताए निरस्त करने का अधिकार अधोहस्ताक्षरकर्ता को होगा।

क्र.स.	कार्य विवरण	अनुमानित राशि	2 प्रतिशत धरोहर राशि
1	महाविद्यालय में कम्प्यूटर संबंधित कार्य एवं अन्य कार्य हेतु श्रमिक पूर्ति	300000/-	6000/-


अधिष्ठाता

प्रतिलिपि

1. श्री मान वित्त नियंत्रक, एसकेआरएयु को भेजकर निवेदन है कि आपके नामित सदस्य को दिनांक 07.10.22 अधोहस्ताक्षरकर्ता के कार्यालय में भेजने का श्रम करे।
2. प्रभारी सिमका, एसकेआरएयु, बीकानेर को प्रेषित कर लेख है कि विश्वविद्यालय वेबसाइट <http://raubikaner.org> पर अपलोड करना सुनिश्चित करे।
3. निविदा समिति सदस्य, साविम,एसकेआरएयु, बीकानेर।
4. सामुदायिक विज्ञान महाविद्यालय के सूचना पट्ट पर चस्पा हेतु।
5. रक्षित फाइल।


अधिष्ठाता

COLLEGE OF COMMUNITY SCIENCE

(S. K. Rajasthan Agricultural University Beechwal, Bikaner-334006)

—: कार्य हेतु आवश्यक मानव संसाधन के लिये :—

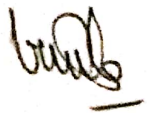
नियम एवं शर्तें

क्र.सं.	कार्य की प्रकृति	कार्य हेतु आवश्यक मानव संसाधन की अनुमानित संख्या	श्रम विभाग द्वारा निर्धारित न्यूनतम मजदूरी	सेवा प्रदाता द्वारा प्रस्तुत प्रति व्यक्ति दर	EPF दर प्रतिशत	ESI दर प्रतिशत	सेवा प्रदाता का सर्विस चार्ज राशि	GST की राशि	कुल राशि
1	2	3	4	5	6	7	8	9	10
1	कम्प्यूटर सम्बंधित कार्य	01	8658/-		13%	3.25%			
2	अकुशल श्रमिक	02	6734/-		13%	3.25%			

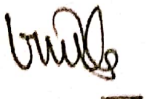
(उपर्युक्त तालिका में स्तम्भ संख्या 1-4, 6 व 7 की पूर्तियां सम्बन्धित उपापन संस्था द्वारा की जाकर बोली दस्तावेज में ही उपलब्ध कराई जायेंगी तथा शेष स्तम्भ संख्या 5, 8 एवं 9 में ही बोलीदाता द्वारा समुचित प्रविष्टियां की जा सकेंगी) (निविदा दरें उपरोक्त दी गई सारणी में अंकित करें)

1. न्यूनतम मजदूरी अधिनियम 1948 ;केन्द्रीय अधिनियम 11, वर्ष **1948**) के वैधानिक प्रावधानों की अनुपालना का दायित्व सम्बन्धित संवेदक का होगा ।
2. राजस्थान अनुबंधित श्रमिक ;नियमन एवं उन्मूलन अधिनियम 1970, कर्मचारी भविष्य निधि अधिनियम, 1952 एवं कर्मचारी राज्य बीमा अधिनियम, 1948 के अन्तर्गत नियमानुसार पंजीकृत संवेदक ही उक्त प्रकार की बोली में भाग लेने हेतु अर्हत होंगे । पंजीकरण प्रमाण-पत्र की सत्यापित प्रतिलिपि पूर्ण रूप से भरे हुए बोली दस्तावेज के साथ सम्बन्धित उपापन संस्था को प्रस्तुत की जायेगी ।
- 3- संवेदक द्वारा नियोजित श्रमिकों को मजदूरी का भुगतान अनिवार्य रूप से उनके बैंक खातों में ही किया जायेगा । सम्बन्धित संवेदक द्वारा नियोजित श्रमिकों के बैंक खातों में जमा कराई गई राशि का विवरण सम्बन्धित उपापन संस्था को आगामी माह के मासिक बिल के साथ अनिवार्य रूप से प्रस्तुत किया जायेगा । श्रमिकों के बैंक खातों में जमा कराई गई राशि के विवरण बाबत उपापन संस्था की संतुष्टि होने पर ही संवेदक को आगामी माह के बिल का भुगतान किया जायेगा ।
4. श्रम विभाग द्वारा निर्धारित न्यूनतम मजदूरी दर के अनुसार श्रमिकों को मजदूरी के भुगतान करने का दायित्व सम्बन्धित संवेदक का होगा ।
5. संवेदक द्वारा राज्य/केन्द्र सरकार की नवीनतम दरों के अनुसार अपने समस्त श्रमिकों का नियमानुसार ई.पी.एफ. एवं ई.एस.आई जमा कराना होगा, जिसमें नियोजित श्रमिकों की मजदूरी राशि से कटौती और संवेदक का अंशदान शामिल होगा । संवेदक द्वारा अपने आगामी माह के बिल के साथ गत माह के पेटे श्रमिकों के ई.पी.एफ और ई.एस.आई के अंशदान की राशि नियमानुसार जमा कराये जाने की पुष्टि में सम्बन्धित चालान की प्रति प्रस्तुत किए जाने पर ही संवेदक को आगामी माह के बिल/बिलों का भुगतान किया जायेगा ।

लगातार.....2



6. संवेदक द्वारा प्रत्येक कार्य स्थल पर **Display Board** लगाये जायेंगे, जिन पर संवेदक का नाम, संविदा अवधि, कार्य की प्रगति, श्रमिकों हेतु **Helpline** नम्बर एवं संवेदक द्वारा न्यूनतम मजदूरी भुगतान नहीं करने की शिकायत करने सम्बन्धी प्रावधान का विवरण स्पष्ट रूप से अंकित किया जायेगा ।
7. राज्य में लागू श्रम नियमों के अन्तर्गत अपने समस्त श्रमिकों का नियमानुसार ई.पी.एफ और ई.एस.आई की राशि जमा कराने का दायित्व संवेदक का होगा ।
8. संवेदक द्वारा श्रमिकों को देय राशि पर वस्तु एवं सेवा कर (**GST**) की राशि अतिरिक्त रूप से देय होगी । सभी प्रकार के करों को जमा करवाने की जिम्मेदारी संवेदक की ही होगी । संवेदक द्वारा गत माह में जमा कराये गये वस्तु एवं सेवा कर (**GST**) के चालान की प्रति आगामी माह के बिल के साथ अनिवार्य रूपसे संलग्न की जायेगी । वस्तु एवं सेवा कर (**GST**) की राशि जमा कराने के प्रमाण स्वरूप चालान की प्रति प्रस्तुत नहीं किये जाने पर आगामी माह के बिल में वस्तु एवं (**GST**) का भुगतान नहीं किया जायेगा । उक्त स्थिति में वस्तु सेवा कर (**GST**) के सम्बन्ध में उत्पन्न होने वाले किसी भी प्रकार के दायित्वों के निर्वहन का उत्तरदायित्व संवेदक का होगा ।
9. श्रम विधि के अन्तर्गत निर्धारित नियमों, उपनियमों व अधिसूचनाओं तथा केन्द्र/राज्य सरकार द्वारा समय-समय पर जारी किये गये दिशा-निर्देशों की पालना करने का दायित्व संवेदक का ही होगा । श्रम विधि के अन्तर्गत निर्धारित नियमों, उपनियमों, अधिसूचनाओं, दिशा-निर्देशों आदि की पालना नहीं करने की स्थिति में उसके परिणामों/दायित्वों के लिये संवेदक स्वयं उत्तरदायी होगा ।
10. यदि संवेदक एवं कार्य पर लगाये गये श्रमिकों के मध्य कोई विवाद उत्पन्न होता है तो उसकी प्रबन्धकीय जिम्मेदारी संवेदक की होगी । इसके लिये उपापन संस्था का सक्षम प्राधिकारी न्यूनतम मजदूरी अधिनियम, 1948 एवं राजस्थान अनुबन्धित श्रमिक नियमन एवं उन्मूलन अधिनियम, 1970 का उचित प्रकार से तथा निष्ठापूर्वक पालन करने के लिये उत्तरदायी होगा ।
11. नियोजित श्रमिकों को 240 दिवस पूर्ण कर लिये जाने पर औद्योगिक विवाद अधिनियम, 1974 में विहित प्रावधानों, के अनुसार श्रम नियोजित श्रमिकों को हटाने, कार्यमुक्त करने, नोटिस वेतन, छंटनी, मुआवजा आदि देने का समस्त उत्तरदायित्व संवेदक का होगा ।
12. कार्य सम्पादन अवधि के दौरान कार्य के संबंध/संदर्भ में किसी भी प्रकार की क्षतिपूर्ति या मुआवजा देने/ईएसआई करवाने/सामुहिक दुर्घटना बीमा कराने इत्यादि की जिम्मेदारी एवं दायित्व संवेदक का होगा, इसके लिये उपापन संस्था की कोई जिम्मेदारी नहीं होगी ।
13. यदि संवेदक द्वारा नियमानुसार निर्धारित न्यूनतम मजदूरी का भुगतान नहीं किए जाने की शिकायत उपापन संस्था को प्राप्त होती है तो उपापन संस्था इस संबंध में श्रम विभाग को अनिवार्य रूप से सूचित करेगी और नियमानुसार आवश्यक होने की स्थिति में संवेदक को **Debar** कराने की कार्यवाही करेगी ।



लगातार.....3

14. • समयवधि एवं श्रमिकों की संख्या बढ़ाने व घटाने का अधिकार अधोहस्ताक्षरकर्ता को होगा।
15. • ESI number certificate of the firm issued by appropriate authority.
16. EPF number certificate of the firm issued by appropriate authority.
17. PAN number certificate of firm.
18. The Agency/firm must have a registration with contract Labour Regulation and Abolition. G.S.T certificate.
19. संवेदक द्वारा गत तीन वर्षों में किन्ही दो वर्ष में 10 लाख रुपये प्रति वर्ष तक किसी निगम बोर्ड स्वायत्तशासी संस्था विश्वविद्यालय में किये गये कार्य के आदेश की प्रति ।


अध्यक्षता

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 be 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
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(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 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.

- 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 invariably 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