

**राजस्थान-सरकार**  
**प्राविधिक शिक्षा मण्डल, राजस्थान, जोधपुर**  
**W-6, गौरव पथ, रेजिडेन्सी रोड, जोधपुर (राज.) फोन न.- 0291-2430440/2636572**

क्रमांक :- एफ.( )3/प्राशिमं/भण्डार/ 5722

दिनांक :- 28/7/2011

**-: निविदा सूचना संख्या 01/2011-12 :-**

राजस्थान के माननीय राज्यपाल की ओर से अधोहस्ताक्षरकर्ता द्वारा प्राविधिक शिक्षा मण्डल द्वारा सम्पादित परीक्षाओं में उपयोग की जाने वाली मुद्रित उत्तरपुस्तिकाएँ निर्मित कर, राजस्थान के विभिन्न संबद्ध संस्थानों अथवा परीक्षा केन्द्रों तक सामयिक मांग अनुसार आपूर्ति करने हेतु, मोहर बंद निविदाएँ आमंत्रित की जाती है। निविदाएँ में दी जाने वाली दरें स्वीकृति आदेश दिनांक से 01 वर्ष तक मान्य रहेगी -

निविदा संख्या	निविदा का नाम	अनुमानित लागत (लाखों में)	धरोहर राशि (रु.)	निविदा शुल्क (अप्रतिदेय)	निविदा प्रपत्र बिक्री की अंतिम तिथि व समय	निविदा प्रस्तुत करने की तिथि व समय	निविदा खोलने की तिथि व समय	आपूर्ति अवधि
1	मुद्रित परीक्षा उत्तरपुस्तिकाओं का निर्माण एवं राजस्थान के विभिन्न केन्द्रों तक आपूर्ति	50.00	100000	400	15.9.11 06.00 पी.एम.	16.9.11 1.30पी.एम.	16.9.11 4.00पी.एम.	45 दिवस

**शर्त :-**

- विभिन्न निविदाओं के संबंध में विस्तृत शर्तें एवं अन्य विवरण को कार्यालय समय में विभाग की वेब साईट [techedu.rajasthan.gov.in](http://techedu.rajasthan.gov.in) एवं डी.आई.पी.आर. की वेब साईट [www.dipronline.org](http://www.dipronline.org) पर देखा जा सकता है।
- समस्त न्यायिक मामलों में क्षेत्र जोधपुर (राजस्थान) रहेगा।

**संयुक्त निदेशक एवं सचिव**  
प्राविधिक शिक्षा मण्डल, राजस्थान  
जोधपुर

प्राविधिक शिक्षा मण्डल, राजस्थान, जोधपुर  
डब्लू-6, रेजीडेन्सी रोड, जोधपुर

मुद्रित परीक्षा उत्तरपुस्तिकाओं का निर्माण एवं राजस्थान के विभिन्न केन्द्रों तक आपूर्ति

निविदा सूचना संख्या एफ 3/प्राशिम/मण्डार/2011-12/5722 दिनांक 28/07/2011



निविदा प्रपत्र विक्रय करने की अंतिम दिनांक व समय	15 सितम्बर 2011, अपराह्न 6.00 बजे तक
निविदा प्रस्तुत करने की अंतिम दिनांक व समय	16 सितम्बर 2011, अपराह्न 1.30 बजे तक
निविदा खोलने की दिनांक व समय	16 सितम्बर 2011, अपराह्न 4.00 बजे

मूल्य : 400/- रुपये

राजस्थान सरकार

# प्राविधिक शिक्षा मण्डल, राजस्थान, जोधपुर

डब्लू-6, रेजीडेन्सी रोड, जोधपुर

Tender Form No.	मुद्रित परीक्षा उत्तरपुस्तिकाओं का निर्माण एवं राजस्थान के विभिन्न केन्द्रों तक आपूर्ति निविदा सूचना संख्या एफ 3/प्राशिम/भण्डार/2011-12/5722 दिनांक 28/07/2011
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विवरण	रसीद संख्या	दिनांक	राशि
निविदा शुल्क			रु. 400 /-
धरोहर राशि			रु. 1,00,000 /-

नाम : ..... पेन न. ....

फर्म का नाम : ..... वैट/टीन न. ....

पता : ..... सेवाकर पंजीकरण .....

फोन न : ..... मो. न : .....

- ❖ हम संयुक्त निदेशक एवं सचिव, प्राविधिक शिक्षा मण्डल राजस्थान, जोधपुर द्वारा जारी निविदा सूचना संख्या एफ 3/प्राशिम/भण्डार/2011-12/5722 दिनांक 28/07/2011 वर्णित सभी शर्तों से तथा संलग्न शीट में दी गई उक्त निविदा सूचना की अतिरिक्त शर्तों से बाध्य होना स्वीकार करते हैं। इनके सभी पृष्ठों पर उनमें उल्लेखित शर्तों को हमारे द्वारा स्वीकार किये जाने के प्रमाण में हमने हस्ताक्षर कर दिये हैं।

- ❖ परीक्षा उत्तरपुस्तिका जिसकी विशिष्टिया (Specification of Answer books) निम्नानुसार है -
  1. Size of Answer Book -22x28 Cm
  2. Inner pages - 58 Gsm Type A paper
  3. Printing In Inner pages-Single Light Colour, Single Line paper Monogram of Board of Tech.Edu.Raj. on All pages,Serial page Numbering on All pages, Secret Mark In Micro Letter of Board of Tech. Edu. Raj. Acronym In the Margin Line
  4. No of Inner pages -32 Lined pages (Excluding Cover 2 page) Total pages 34
  5. Cover paper - 75 Gsm paper (Total page 2) Front page printed on one side (offset printing) with serial no's in digital numbring at 1 place
  6. Packing - 50 Answer Books In one polybag & 200 Answer Books In 5 ply Laminated corrugated box, Serial no's of answer books to be printed on box
  7. Stitching - Thread Stitched)

उपरोक्तानुसार उत्तरपुस्तिका की वित्तीय दर प्रस्तावित की गई हैं का नमूना मैंने देख, समझ व प्राप्त कर लिया है और नमूने के अनुसार मुद्रित उत्तरपुस्तिकाएँ निर्मित कर, राजस्थान के विभिन्न संबद्ध संस्थानों अथवा परीक्षा केन्द्रों तक गोपनीय व सुरक्षित रूप से परिवहन करते हुए सामयिक मांग पर कार्यादेश जारी होने से 45 दिन की अवधि के भीतर आपूर्ति करने हेतु वचनबद्ध हूँ। उत्तरपुस्तिकाओं की प्रस्तावित दर में उत्तरपुस्तिका निर्माण लागत व औसत परिवहन लागत को सम्मिलित करते हुए प्रति उत्तरपुस्तिका अंतिम दर प्रस्तावित की गई है -

S. No	Material Detail	Estimate Required Quantity	Unit	Basic Rate Per Answer Sheet	Tax & other Charges	Net Price Per Answer Sheet
1	मुद्रित उत्तरपुस्तिकाएँ निर्मित कर, राजस्थान के विभिन्न संबद्ध संस्थानों अथवा परीक्षा केन्द्रों तक गोपनीय व सुरक्षित रूप से परिवहन करते हुए आपूर्ति किया जाना	10,00,000	Per Answer Sheet			

- ❖ कार्यालय नमूना अनुरूप उत्तर पुस्तिका की आपूर्ति, आदेश की शर्तों के अनुरूप आपूर्ति अवधि में उत्तर पुस्तिका निर्धारित स्थल तक सुरक्षित व गोपनीय रूप से आपूर्ति की जानी आवश्यक होगी।
- ❖ निविदा फार्म के साथ बिक्री कर पंजीकरण प्रमाण पत्र व चालू वर्ष का वेट चूकता प्रमाण पत्र संलग्न है।

दिनांक :

निविदादाता के हस्ताक्षर

**"DECLARATION BY THE TENDERERS" (S.R. 11)**

I, We declare that I am ..... / We are bonafide/Manufacturer/Whole Sellers/ Sole Distributors/Authorized Dealer/Dealers/Sole Selling /Marketing Agent in the Good/Stores/Equipments for which I/We have Tendered. (STRIKE OFF WHICHEVER IS NOT APPLICABLE).

If, this Declaration is found to be incorrect then without prejudice to any other action that may be taken, My/Our Security may be forfeited in full and the Tender if any to the extent accepted may be cancelled.

SIGNATURE OF THE TENDERER  
With seal and designation

**"SALES TAX DECLARATION"**

I, Certify that the goods on which Sales Tax has been charged have not been exempted under the central Sales Tax Act. (C.S.T.) or State Sales Tax (S.T.) Act. Or the Rules made there under and the amount charged on account of sales. Tax is not more than what is payable under the relevant provisions of the Sales Tax Act or the Rules made there under.

Certify that we

M/s

.....  
.....  
.

are registered as dealer in the ..... (State or Union Territory) under Sales Tax Registration No. ....

SIGNATURE WITH STAMP

**GOVERNMENT OF RAJASTHAN**  
**BOARD OF TECHNICAL EDUCATION JODHPUR, RAJASTHAN**

**"CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER"**

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

1. Tenderers must be enclosed in a properly sealed envelope according to the directions give in the tender price.
2. Tenders by Bona fide dealers : "Tenders shall be given only by Bona fide Dealers" in the goods.They shall therefore, furnish a declaration in the S.R. form 11. (Copy enclosed).
- 3(1) Any change in the constitution of the firm, etc. shall be notified forthwith by the contractor in writing to the purchase officer and such charge shall not relieve any former member of the firm, etc. from any liability under the contract.
- 3(2) 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 or bind all of item and will be sufficient discharge for any of the purpose of the contract.
- 4.1 Sales Tax registration and clearance certificate: No Dealers who is not registered under the Sales Tax Act prevalent in the state where his business in located shall tender. The Sales Tax registration number should be quoted and Sales Tax clearance certificate from the commercial taxes officer of the circle concerned shall be submitted in original or duly attested copy up to the last quarter opening tender. without which the tender is liable to rejection.
- 4.2 Attested copy of Sales Tax registration certificate (S.T. 14) should be enclosed with tender.
5. Income Tax PAN No. .... Tenders will have to submit photo copy of PAN CARD duly attested officer 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 including amendment sheet enclosed. 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 writing. Correction if any, should be made clearly and initialed with dates. **The Rates should mention element of the Rajasthan State Sales Tax (VAT) and Central Sales Tax separately.**
8. All Rates quoted must be F.O.R. 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 of Transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises of purchase officer/F.O.R. Destination Stores as mention in tender Document. 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 inclusive of octroi and local tax. In the former case a certificate in the prescribed form will be furnished along with the supply order.

- 9.1 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 elements of Rajasthan Sales Tax shall be excluded whereas that of Central Sales Tax shall be included.
- 9.2 While comparing the rates in respect of firms within Rajasthan the element of Rajasthan Sales Tax shall be included.
- 10. Price Preference :** Price 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.
- 10.1 Preference to Local Industries Registered with the Director of Industries, Rajasthan, Jaipur over the Tendering Units, outside the State of Rajasthan as per : the policy approved by the government will be operative.
- 10.2 Under the different situations between local tendering unit of S.S.I. Rajasthan and outside the State of Rajasthan the policy as laid down by the Government will be operative & rule amended up to date shall be applicable. (Amended vide Finance Department Order No. F, 15 (1) FD/CSPO/9608/2000 Date 21/03/2000).
11. Validity : Tenders shall be valid for a period of Three months form 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 specifications, drawing, etc. he shall before signing the contract, refer the same to the purchase officer and get clarification
13. The contractor shall not assign or sublet his contract or any substantial part there of to any other agency.
- 14.1 Specifications : All article supplied shall which strictly confirm to 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 specification and should bear such marks.
- 14.2 The supply of articles marked with a struck/at serial number shall in addition, confirm strictly to the approved samples. The supplier shall be of the very best quality and description. The decision of the confirm to the specification and are in accordance with the samples. If any, shall be final and binding on the tenderers.
- 14.3 Warranty/Guarantee Clause :** The Tender 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 not with standing the fact that the purchaser may have inspected and/or approved the said good/stores if during the aforesaid period of ..... days/months. The said goods/stores/articles to 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 purchased will be entitled to reject the said goods/stores/articles or such portion there of 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 provision relating to rejection of goods. etc. shall apply. The tenderer shall if so called upon to do replace the goods, etc. or such portion there of as is rejection by the purchase officer, otherwise the tenderer shall pay such damage as may arise by reason of the beach of the condition here in contained.
- Nothing here in contained shall prejudice any other right of the purchase officer in that behalf under this contract or otherwise.

- 14.4 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 remove any manufacturing defect if found during the above period so as to make machinery and equipment operative. The Tenderer shall also replace machinery and equipments in case it is found defective which can not be put to operations due to manufacturing defect etc.
- 14.5 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 as 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 equipment in perfect condition.
- 15.1 INSPECTION :** The purchase officer or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the material and workmanship of the goods/equipments/machineries during manufacturing process or afterwards as may be decided.
- 15.2 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 :** Tender 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 dispatch 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.
17. Each samples shall be marked suitable 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 up to the period of six month 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 samples shall be collected by the tenderer on the expiry of the stipulated period. The Government shall in no way make arrangements to return the samples. The samples uncollected within 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 tenderers. 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 confirm 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 Shri Ram Testing house. New Delhi and the like another supplies will be accepted only where the articles confirm to the standard of prescribed specifications as a result of such tests.

21. **Drawls of Samples :** In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorize 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 forth 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 suppliers are not up to the prescribed standards or specifications, the testing charges shall be payable by the tenderer.
- 23.1 **REJECTION :** Article 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.
- 23.2 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 a opportunity to the tenderer of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
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 risk and on his account.
25. The tenderer shall be responsible for the proper packing so as to avoid damage under normal condition of transport by sea, rail and road or air and delivery of the material in good condition to be consignee at destination. In the event of any loss and breakage or leakage or any shortage the tender shall be liable to make good such loss and shortage found at the check/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 disqualification.

**28.1 DELIVERY PERIOD**

The Tenderer whose tender is accepted shall arrange supplies within a period as mentioned in tender notice from the date of supply order.

S.No.	Items	Quantity	Delivery Period
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- 28.2 Extent of quantity repeat order : If the order are placed in excess of the quantities shown in tender notice, the tenderer shall be bound to meet the required supply repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchase and the period is not more than 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.
- 28.3 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.

**29.1 EARNEST MONEY**

Tender shall be accompanied by an earnest money of Rs. 1,00,000/- without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of BOARD OF TECHNICAL EDUCATION JODHPUR, Cash through Treasury Challan deposited under head

2. Bank Drafts/Bankers Cheques of the schedule Bank.

29.2 **Refund of Earnest Money** : The Earnest Money of unsuccessful tenderes shall be  
29.3 refunded soon after a final acceptance of tender.

**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 issued from the Director of Industries, Rajasthan at the rate of 1% of the estimated value of the tender shown in N.I.T.

29.4 The Central Government and Government of Rajasthan under taking need not furnish any amount of earnest money.

29.5 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 tenderer. The earnest 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 modifies the offer after opening of tender but before acceptance of tender.
- ii. When tenderer does not execute the agreement, any other formality required by Department, if any, prescribed within the specified time.
- iii. When 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.
- v. When he does not provide samples within time.

#### **AGREEMENT AND SECURITY DEPOSIT**

31.1 i. Successful tenderer will have to execute an agreement in the form 17 within a period of 15 days of receipt of Draft order and deposit security equal to 5 % of the value of the stores for which tenders are accepted within 15 days from the date of dispatch on which the acceptance of the tender is communicated to him.

ii. No interest will be paid by the department of the security money.

iii. The Earnest Money deposited at the time of tender will be adjusted towards security amount. The security money amount shall in no case be less than the earnest money.

iv. The forms of security money shall be as follows :

- a. Cash/Bank Draft/Bankers Cheque/Receipt of Challan.
- b. Post office saving Bank pass Book duly pledged.
- c. National saving certificate, Defence Savings Certificates, Kishan Vikas Patras or any other script/instrument under National saving scheme for promotion of small saving 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 is after the expiry of the period of guarantee if any completion of the same or after the expiry of the period of guarantee if any which ever is latter and after satisfied there are no due outstanding against the tenderer.

31.2 i. Firms register with the Director of Industries, Rajasthan in respect of stores for which they are registered subject to their furnishing the registration certificate to

original form the Director of Industries or a Photo Copy or a copy their of duly attested by any gazette officer will be partially exempted from earnest money and shall pay deposit @ 1% of the estimated value of tender.

ii. Central govt. & Govt. of Rajasthan under taking will exempted from furnishing security amount.

**31.3 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 Tenderers 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.

31.4 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 rail or goods transport. If goods are sent freight to pay, the freight together with Department charges 5% of the freight will be recovered the form suppliers bills.

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 Tenderer.

iv. Remittance charges on payment made shall be borne by the tenderer.

### **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 lost by theft destruction or damage, by fire, flood under exposure to whether or other wise viz. (war, rebellion, roit 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 case. In case of advance payment being made, it will be against proof of despatch and to the extent as prescribed in financial power by rail/requted goods transports companies etc. and prior inspection, if any. The balance in any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection note give to the tenderer.

ii. Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in the proper form by the tenderer to the purchase officer in accordance with G.F. & A.R. all remittance charges will be borne by the 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 these goods, which need testing, shall be made only when such tests have been carried out, test results received conforming to the prescribed specifications.

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 with in the period on receipt of the firm order from the purchase office.

35.(II) (1) Liquidated damages: In case of extension in the delivery period with luquidated damages the recovery shalll be made on the basis of following percentages of valued of stores with the tenderer faild to supply:-

- a. Delay up to one fourth period of the prescribed delivery period 2.5 %.
  - 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.  
7.5%
  - d. Delay exceeding three fourth of the prescribed period. 10%.
- 35(2) Fraction of a day reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- 35(3) The maximum amount of liquidated damages shall be 10%.
- 35(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.
- 35(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 with held to the extent of short supply breakages, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recover from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act. or any other law in force.

37. Tenderers must make their own arrangements to obtain import license, if necessary.
38. If a tenderer imposes conditions which are the in an addition to or in conflict with the conditions mentioned here in, 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 Assessing any reasons and accept tender for all or any one 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 No. and Year of registration in case partnership firm is registered with registrar of firms.
  - iii. Address of residence and office, telephone number 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 term 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 at 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 the institute may by any of the parties (Government or contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

SIGNATURE OF TENDERER