

Sam

निविदा प्रपत्र

1. निविदा बाबत :- रेफ्रिजरेटर क्रय हेतु निविदा।

2. निविदा देने वाली फर्म का नाम एवं पूरा पता..

..टेलीफोन नं.

3. निविदा जिसको सम्बोधित/प्रस्तुत की :- सदस्य सचिव, स्टेट प्रोग्राम कमेटी (टी.बी.) एवं राज्य क्षय रोग अधिकारी, निदेशालय चिकित्सा एवं स्वास्थ्य सेवाएं, राजस्थान, जयपुर

4. संदर्भ:- निविदा सूचना संख्या क्रमांक..... दिनांक.....

5. निविदा शुल्क रुपये 400/- नगद रसीद संख्या.....दिनांक.....
गये हैं।द्वारा जमा करा दिये

6. निविदा फार्म बिक्री की प्रारम्भ तिथि 25.05.12 को प्रातः 10.30 बजे से दिनांक 13.06.12 को मध्याह्न 4.00 बजे तक (कार्यालय दिवस में)

7. निविदा जमा कराने की अंतिम तिथि 14.06.12 को दोपहर 1:00 बजे तक

8. तकनीकी निविदा खोलने की तिथि 14.06.12 को दोपहर 3.00 बजे

9. मैंने/हमने सदस्य सचिव, स्टेट प्रोग्राम कमेटी (टी.बी.) एवं राज्य क्षय रोग अधिकारी, निदेशालय, चिकित्सा एवं स्वास्थ्य सेवाएं, राजस्थान, जयपुर द्वारा जारी की गयी निविदा सूचना संख्या क्रमांक.....दिनांक.....में वर्णित सभी शर्तों को तथा संलग्नक "क" तथा SR-16 में दी गयी शर्तों को भी, जिनके कि सभी पृष्ठों पर मैंने/हमने उनमें वर्णित शर्तों को स्वीकार करने के लिए हस्ताक्षर किए हैं, मानने के लिए बाध्य हूँ/हैं।

10. अमानत राशि रु. 12,400/- (अक्षरे बारह हजार चार सौ रु. मात्र) का बैंकर्स/बैंक ड्राफ्ट नं..... दिनांक..... जो..... (बैंक- का नाम) पर आहरित किया गया है/नकद रसीद संख्या..... दिनांक..... संलग्न है।

11. बिक्री कर/वैट का क्लियरेंस प्रमाण पत्र.

12. बिक्री कर पंजीयन प्रमाण पत्र संलग्न करें।

13. आयकर पेन नम्बर संलग्न करें।

14. निविदादाता मेन्यूफेक्चरर/डीलरशिप होने का प्रमाण पत्र **SR-11** संलग्न करें।

15. तकनीकी निविदा के साथ ब्रोशचर प्रस्तुत करें

निविदादाता के हस्ताक्षर व मुहर

**राज्य क्षय रोग अधिकारी एवं सदस्य सचिव, स्टेट प्रोग्राम कमेटी (टी.बी.)
निदेशालय, चिकित्सा एवं स्वास्थ्य सेवाएं, राजस्थान, जयपुर**

रेफ्रिजरेटर क्रय हेतु निविदा की शर्तें (निविदा भाग 'क')

टिप्पणी : निविदादाताओं को इन शर्तों को सावधानीपूर्वक पढ़ना चाहिए तथा अपनी निविदाएं भेजते समय इनका पूर्णरूपेण पालना करना चाहिए।

1. निविदा प्रपत्र दो भागों में है। प्रथम भाग तकनीकी निविदा, द्वितीय भाग वित्तीय निविदा है। निविदादाता द्वारा तकनीकी एवं वित्तीय निविदा पृथक-पृथक लिफाफों में सील बंद करके दी जानी चाहिए।
2. तकनीकी निविदा में निम्न दस्तावेज होने चाहिए, इसके अभाव में निविदा निरस्त कर दी जावेगी -
 1. अमानत राशि का डीडी
 2. बिक्रीकर/वैट का क्लियरेंस प्रमाण पत्र
 3. आयकर पेन नम्बर की प्रमाणित प्रति
 4. निविदादाता मैनुफैक्चरर डीलर होने का प्रमाण पत्र SR-11
 5. प्रत्येक आईटम का ब्रोशर भी प्रस्तुत करें।
 6. निविदा प्रपत्र शुल्क राशि की रसीद/डीडी, यदि नेट से डाउनलोड किया है तो।
 7. संलग्न 'क', 'ख' एवं SR-16
 8. तकनीकी विवरण (Technical Specification), संलग्नक 'ग'
3. वित्तीय निविदा के लिफाफे में निम्न दस्तावेज होने चाहिए -
 1. वित्तीय निविदा
 2. विभाग द्वारा निविदा के साथ रेफ्रिजरेटर की उपलब्ध करायी गयी तकनीकी विवरण की सूची में दरे शब्दों एवं अंकों में अंकित कर संलग्न करें। इसके अभाव में निविदा निरस्त कर दी जावेगी।
4. तकनीकी एवं वित्तीय निविदा के दोनों-लिफाफों को अन्य लिफाफे में बंद कर लिफाफे के ऊपर रेफ्रिजरेटर हेतु निविदा लिखा होना चाहिए। निविदाएं दिनांक 14.06.12 को दोपहर 1.00 बजे तक या इससे पूर्व इस कार्यालय में आवश्यक रूप से पहुंच जानी चाहिए। प्राप्त निविदाओं को दिनांक 14.06.12 को उपस्थित निविदादाताओं या उनके प्रतिनिधियों के समक्ष दोपहर पश्चात् 3.00 बजे स्टेट प्रोग्राम कमेटी (टी.बी.) की प्रक्योरमेन्ट कमेटी द्वारा उपस्थित निविदादाताओं के समक्ष खोली जावेगी।
5. निविदा के साथ राशि रु. 12,400/- (अक्षरे बारह हजार चार सौ रु. मात्र) का डिमाण्ड ड्राफ्ट/बैंकर्स चैक जो सदस्य सचिव, स्टेट प्रोग्राम कमेटी (टी.बी.) के पक्ष में देय हो संलग्न होना चाहिए। अमानत राशि के अभाव में निविदा को निरस्त कर दिया जावेगा।
6. निविदाएं बॉल पेन अथवा स्याही के पेन से भरी जानी चाहिए। पेन्सिल से भरी जाने वाली निविदाओं पर कोई विचार नहीं किया जावेगा तथा निरस्त कर दी जावेगी।
7. निविदा प्रपत्र में उपरी लेखन (Over writing) नहीं की जानी चाहिए। प्रत्येक कांट-छांट पर निविदादाता को अपने लघु हस्ताक्षर करने होंगे। दरे शब्दों एवं अंकों दोनों में अंकित होनी चाहिए।
8. निविदाएं निविदा स्वीकृति की तिथि से एक वर्ष के लिए मान्य होगी। सफल निविदादाता को अनुमोदित दरों पर समय-समय पर दिए जाने वाले आपूर्ति आदेशानुसार सामग्री की आपूर्ति करनी होगी।
9. आपूर्ति किये जाने वाले उपकरण ISI या ISO मार्क वाले को प्राथमिकता प्रदान की जावेगी।

10. निविदाएं राजस्थान में बिक्री कर/वेट अधिनियम के अन्तर्गत पंजीकृत फर्मों द्वारा दी जानी चाहिए। अपंजीकृत फर्मों की निविदाएं स्वीकार नहीं की जावेगी। बिक्री कर पंजीयन संख्या का निविदा में उल्लेख किया जाना आवश्यक है।
11. रेफ्रिजरेटर 265 ली. प्रत्येक जिले में एक-एक जिला क्षय निवारण केन्द्रों पर सप्लाई करने होंगे एवं 365 ली. स्टेट वेयर हाउस, जयपुर में सप्लाई किया जाना है। किसी गाड़ी-भाड़े या परिवहन प्रभारों का स्टेट प्रोग्राम कमेटी (टी.बी.) द्वारा भुगतान नहीं किया जावेगा।
12. निविदाएं खोले जाने के तीन माह की अवधि के लिए विधि मान्य होगी।
13. सफल निविदादाता अपनी संविदा को या उसके किसी सारवान भाग को किसी अन्य एजेन्सी को नहीं सौंपेगा या सबलेट नहीं करेगा।
14. स्पेसीफिकेशन के साथ ब्रोशचर देवें ताकि उनके अनुसार सामग्री जांच/निरीक्षण किया जा सके।
15. निविदा के साथ प्रस्तुत अमानत राशि को निम्नलिखित मामलों में जब्त कर लिया जावेगा।
 - (अ) जब निविदादाता निविदा खोलने के बाद किन्तु निविदा स्वीकार करने से पूर्व प्रस्ताव को वापस ले लेता है।
 - (ब) जब निविदादाता विदिर्निष्ट समय में अनुबंध/करार को निष्पादित नहीं करता है तथा प्रतिभूति राशि को जमा नहीं कराता है।
16. अनुबंध हेतु स्टाम्प व्यय सफल निविदादाता को वहन करना होगा।
17. प्रतिभूति राशि पर कोई ब्याज देय नहीं होगा।
18. सफल निविदादाता की अमानत राशि का प्रतिभूति राशि में समायोजन किया जावेगा।
19. सफल निविदादाता द्वारा संविदा की किन्ही शर्तों का उल्लंघन करने, संतोषजनक ढंग से आपूर्ति करने पर प्रतिभूति राशि को जब्त किया जा सकता है।
20. आपूर्ति की जाने वाली सामग्री के परिवहन के मार्ग में टूट-फूट या कम होने की जिम्मेदारी सफल निविदादाता की होगी। सामग्री सही हालत में एवं अनुमोदित नमूनों के अनुसार होने पर ही आपूर्ति स्वीकार की जावेगी।
21. विहित सुपुर्दगी अवधि में आपूर्ति नहीं करने पर निम्नलिखित प्रतिशतता के आधार पर उन सामानों के मूल्यों के लिए परिसमापित नुकसानी की वसूली की जावेगी :-
 1. (क) विहित सुपुर्दगी अवधि की एक चौथाई अवधि तक विलम्ब के लिए - 2.5 प्रतिशत
 - (ख) एक चौथाई अवधि से अधिक किन्तु विहित अवधि की आधी अवधि से अधिक के लिए - 5 प्रतिशत
 - (ग) आधी अवधि से अधिक किन्तु विहित अवधि के तीन चौथाई से अधिक अवधि के लिए - 7.5 प्रतिशत
 - (घ) विहित अवधि की तीन चौथाई से अधिक विलम्ब के लिए - 10 प्रतिशत
2. प्रदाय में विलम्ब की अवधि की गणना करते समय आधे दिन से कम भाग को छोड़ दिया जावेगा।
3. परिसमापित नुकसानी की अधिकतम राशि 10 प्रतिशत होगी।
4. यदि प्रदायकर्ता किन्हीं बाधाओं के कारण संविदान्तर्गत माल की आपूर्ति करने के लिए वृद्धि करना चाहता है तो वह लिखित में आवेदन करेगा। किन्तु वह उसके लिए निवेदन बाधा के घटित होने पर तुरन्त उसी समय करेगा न कि प्रदायगी पूर्ण होने की निर्धारित तारीख के बाद करेगा।
22. किसी भी निविदा को बिना कारण बताए स्वीकार करने या रद्द करने का, सदस्य सचिव, स्टेट प्रोग्राम कमेटी (टी.बी.) को पूर्ण अधिकार होगा।

23. यदि संविदा के निर्वचन (Interpretation) आशय या संविदा की शर्तों के उल्लंघन के संबंध में कोई विवाद उत्पन्न होता है तो अध्यक्ष/सदस्य सचिव, स्टेट प्रोग्राम कमेटी (टी.बी.) का निर्णय अंतिम एवं मान्य होगा।
24. समस्त विधि कार्यवाहियां यदि संस्थित किया जाना आवश्यक हो किसी भी पक्षकार (सरकार या ठेकेदार) द्वारा जयपुर स्थित न्यायालय में ही की जायेगी, अन्यत्र नहीं की जायेगी।
25. शेष शर्तें राज्य सरकार के सामान्य वित्त एवं लेखा नियमांक के भाग द्वितीय के नियम 68 के तहत एस. आर. प्रारूप 16 में वर्णित के अनुसार लागू होगी।
26. यदि निविदादाता ऐसी कोई शर्त आरोपित करता है जो इसमें वर्णित शर्तों के अतिरिक्त है या उनके विरोध में है तो उसकी निविदा को संक्षिप्त रूप में रद्द कर दिया जावेगा। किसी भी सूरत में इसमें से किसी शर्त को स्वीकार किया हुआ नहीं समझा जायेगा, जब तक कि राज्य क्षय रोग अधिकारी द्वारा जारी किये गये निविदा स्वीकृति के पक्ष में विशेष रूप से उल्लेखित न किया गया हो।
27. बीमा।— यदि निविदादाता चाहे तो वह मूल्यवान सामान की चोरी, नाशन या नुकसान द्वारा या आग, बाढ़, मौसम में पड़ा रहने के कारण या अन्य (जैसे युद्ध, विद्रोह, दंगे आदि) द्वारा हानि से बचने के लिए बीमा करा सकेगा। यह बीमा प्रभार निविदादाता द्वारा वहन किया जावेगा तथा यदि ऐसा बीमा किया जाता है तो राज्य से इन प्रभारों का भुगतान करने की अपेक्षा नहीं की जावेगी।
28. यदि उक्त शर्तों में से किसी भी शर्त का उल्लंघन किया जाना पाया गया तो बिना पूर्व सूचना दिये ठेके को निरस्त कर दिया जावेगा तथा जमा प्रतिभूति राशि जब्त कर ली जावेगी।
29. उपकरण, अधीक्षक कमला नेहरू क्षय प्रदर्शन एवं प्रशिक्षण केंद्र, अजमेर तथा माईक्रोबायोलोजी लैब, एस.एम.एस. अस्पताल, जयपुर में सप्लाई किये जाने हैं।
30. निविदादाता को किसी प्रकार का अग्रिम भुगतान नहीं किया जावेगा। प्रत्येक कार्यादेश का कार्य संतोषप्रद रूप से पूर्ण होने, विभाग में स्वीकार करने एवं उपकरणों का नियमानुसार परीक्षण करवाने के बाद भुगतान की कार्यवाही की जावेगी।
31. सफल निविदाकार/निविदाकारों को निर्धारित प्रारूप में 500/- रु. के नॉन ज्यूडिशियल स्टाम्प पेपर पर एक करार निष्पादित करना होगा और संविदा की यथावत क्रियान्विती के लिए अनुबन्ध राशि का 5 प्रतिशत राशि प्रतिभूति के रूप में करार पर हस्ताक्षर से पूर्व जमा करवाने होंगे। प्रतिभूति की रकम पर ब्याज नहीं दिया जावेगा। करार को पूर्ण करने तथा उस पर स्टाम्प लगाने की व्ययों का संदाय निविदाकार करेगा। विभाग द्वारा निविदाकार को स्टाम्प लगे हुए निष्पादित करार की एक सत्यापित प्रति निःशुल्क दी जावेगी। यदि निविदाकार प्रतिभूति निक्षेप जमा कराने या निहित कालावधि में करारनामा निष्पादित करने में विफल रहता है तो इस प्रकार विफल रहने की स्थिति में धरोहर राशि/प्रतिभूति राशि विभाग द्वारा पूर्णतया या अंशतः जमा जप्त कर ली जावेगी और इस संबंध में विभाग का निर्णय अंतिम होगा।

मैंने/हमने उपरोक्त समस्त शर्तें अच्छी तरह से पढ़ ली हैं और मैं/हम इन्हें स्वीकार करता/करते हूँ/हैं।

निविदादाता के हस्ताक्षर व मुहर

(फर्म के लेटर पैड पर)

निविदादाता द्वारा घोषणा

मैं/हम घोषणा करते हैं कि मेरे/हमारे द्वारा दी गयी सूचना सत्य है। यदि असत्य पायी जाए तो किसी भी अन्य कार्यवाही जो की जा सकती है पर प्रतिकूल प्रभाव डाले बिना मेरी/हमारी प्रतिभूति को पूर्ण रूप से समाप्त/जप्त कर दिया जाए तथा निविदा को जिस सीमा तक स्वीकार किया गया है, रद्द कर दिया जावे।

हस्ताक्षर निविदादाता मय पूर्ण नाम

डाक पता.....

.....

मोबाईल नं.....

फोन नं.....

DECLARATION BY TENDERERS
[See Rule 48 (vii)]

I/We declare that I am/we are bonafide/Manufacturers/Whole Sellers/Sole distributor/Authorised dealer/dealers/sole selling/Marketing agent of Lab. Falcon Tubes for which I/We have tendered.

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

एसआर प्रारूप -11

निविदादाताओं द्वारा घोषणा
(देखिए नियम 48(vii))

मैं/हम घोषणा करता हूँ/करते हैं कि मैंने/हमने जिन प्रयोगशाला फॉल्कन ट्यूब्स के लिए निविदा दी है, उनका/उनके/मैं/हम बONAFAID विनिर्माता/थोक विक्रेता/सोल वितरक/प्राधिकृत डीलर/डीलर/सोल विक्रय/विपणन एजेंट हूँ/हैं।

यदि यह घोषणा असत्य पायी जाए तो किसी भी अन्य कार्रवाई, जो की जा सकती है, पर प्रतिकूल प्रभाव डाले बिना, मेरी/हमारी प्रतिभूति को पूर्ण रूप में समपहत कर किया जा सकेगा तथा निविदा को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

नोट:- संबंधित पर राईट का निशान (✓) लगावें।

निविदादाता के हस्ताक्षर

राजस्थान सरकार
निदेशालय चिकित्सा एवं स्वास्थ्य सेवाएं, राजस्थान, जयपुर

क्रमांक: क्षय/स्टोर/निविदा/2012/

दिनांक:

निविदा प्रपत्र वित्तीय निविदा

1. निविदा बाबत रेफ्रिजरेटर क्रय हेतु वित्तीय निविदा
2. निविदादाता का नाम व.....डाक का पूरा पता.....
3. निविदा जिसको सम्बोधित है/प्रस्तुत की :: सदस्य सचिव, स्टेट प्रोग्राम कमेटी (टी.बी.)
एवं राज्य क्षय रोग अधिकारी,
: चिकित्सा एवं स्वास्थ्य सेवाएं, राज. जयपुर।
4. संदर्भ : निविदा सूचना क्रमांक.....दिनांक.....
5. निविदा शुल्क-रुपये 400/- रसीद संख्या.....दिनांक.....द्वारा जमा करायी गयी।
6. दर्शायी गयी दरें निविदा अनुमोदित होने की तिथि से एक वर्ष तक वैध रहेगी। दोनों पक्षों की सहमति से समयावृद्धि की जा सकती है।
7. रेफ्रिजरेटर हेतु दरें संलग्न तकनीकी विवरण की अनुसूची में अंकित करें एवं इसे निविदा के साथ संलग्न करें। इसके अभाव में निविदा निरस्त कर दी जावेगी।
8. रेफ्रिजरेटर 265 ली. प्रत्येक जिले में एक-एक जिला क्षय निवारण केन्द्रों पर सप्लाई करने होंगे एवं 365 ली. स्टेट वेयर हाउस, जयपुर में सप्लाई किया जाना है।
9. किसी प्रकार का अग्रिम भुगतान देय नहीं होगा। सम्पूर्ण भुगतान कमेटी की अनुशंसा पर नियमानुसार परीक्षण करवाने के बाद किया जावेगा।

हस्ताक्षर निविदाकर्ता

मोबाईल नं. व पता

राजस्थान सरकार
राज्य क्षय रोग अधिकारी एवं सदस्य सचिव, स्टेट प्रोग्राम कमेटी (टी.बी.)
निदेशालय, चिकित्सा एवं स्वास्थ्य सेवाएं, राजस्थान, जयपुर

| Financial Specification for Refrigerator | | | | | | | |
|--|----------------------------|--|------|---------------------|----------|--------------|----------|
| S N | Equipment Name | Technical Specification | Qty. | Rate per Unit (Rs.) | | Total Amount | |
| | | | | In figure | In words | In figure | In words |
| 1 | Refrigerator 365 litter | Single Door (with Broacher) Double Door (with Broacher) | 1 | | | | |
| 2 | Refrigerator 265 litter | Single Door (with Broacher) Double Door (with Broacher) | 33 | | | | |

राजस्थान सरकार
राज्य क्षय रोग अधिकारी एवं सदस्य सचिव, स्टेट प्रोग्राम कमेटी (टी.बी.)
निदेशालय, चिकित्सा एवं स्वास्थ्य सेवाएं, राजस्थान, जयपुर

| Technical Specification for Refrigerator | | | |
|--|----------------------------|--|----------|
| SN | Equipment Name | Technical Specification | Quantity |
| 1 | Refrigerator 365 litter | Single Door (with Broacher) Double Door (with Broacher) | 1 |
| 2 | Refrigerator 265 litter | Single Door (with Broacher) Double Door (with Broacher) | 33 |

CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER

(See Rule 68)

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

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

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

of Rajasthan Sales Tax shall be excluded whereas that of Central Sales Tax shall included.

(ii) While comparing the rates in respect of firms within Rajasthan the element of Rajasthan Sales Tax shall be included.

10. **Price Preference:** ~~Price preference/preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995.)~~]
11. **Validity :** Tenders shall be valid for a period of three months from the date of opening of Tender.
12. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.
13. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
14. **Specifications :**
- (i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
- (ii) The supply of articles marked with asterisk/at serial number....., shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the Purchase Officer/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderers.
- (iii) **Warranty/Guarantee clause :** The tenderer would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of..... days/months from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of.....days/months, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods stores/articles or such portion thereof as may be discovered not to conform to the said description and

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

quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The tenderer shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the Purchase Officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

- (iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.
- (v) In case of machinery and equipment specified by the Purchase Officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tender shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

15. Inspection :

- (a) The Purchase Officer or his duly authorised representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be decided.
- (b) The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

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

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

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

The Sample shall be collected by the tenderer on the expiry of stipulated period. The Government shall in no way make arrangements to return the samples. The samples

uncollected within 9 months after expiry of contract shall be forfeited by the Government and no claim for their cost, etc., shall be entertained.

19. Samples not approved shall be collected by the unsuccessful tenderer. The Government will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
20. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
21. **Drawl of Samples:** In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.
22. **Testing charges :** Testing charges shall be borne by the Government. In case urgent testing is desired to be arranged by the tenderer or in case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the tenderer.
23. **Rejection:**
 - (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the Purchase Officer.
 - (ii) If, however, due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
24. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.
25. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
26. The contract for the supply, can be repudiated at any time by the Purchase Officer, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.
27. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.

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

| S.No. | Items | Quantity | Delivery period |
|-------|-------|----------|-----------------|
|-------|-------|----------|-----------------|

(ii) **Extent of quantity – Repeat orders :** If the orders are placed in excess of the quantities shown in tender the notice, the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.

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

29. Earnest Money :

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. (1) Agreement and security deposit :

- (i) Successful tenderer will have to execute an agreement in the Form 17 within a period of 7 days of receipt of order and deposit security equal to 5% of the value of the stores for which tenders are accepted ~~[deleted]~~ within 15 days from the date of despatch on which the acceptance of the tender is communicated to him.
- (ii) The earnest money deposited at the time of tender will be adjusted towards security amount. The Security amount shall in no case be less than earnest money.
- (iii) No interest will be paid by the department on the security money.
- (iv) The forms of security money shall be as below :-
- (a) Cash/Bank Draft/Bankers Cheque/Receipted copy of challan.
 - (b) Post office Savings Bank Pass Book duly pledged.
 - (c) National Savings Certificate, Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.
- (v) The security money shall be refunded within one month of the final supply of the items as per 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[(2) (i) Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration and prescribed ~~[deleted]~~ in original form the Director of Industries or a photostat copy of a copy thereof duly attested by any Gazetted Officer, will be partially exempted from earnest money and shall pay security deposit at the rate of 1% of the estimated value of tender.]
- (ii) Central Government and Government of Rajasthan's Undertakings will be exempted from furnishing security amount.
- (3) **Forfeiture of Security Deposit :** Security amount in full or part may be forfeited in the following cases :-
- (a) When any terms and conditions of the contract is breached.
 - (b) When the tenderer fails to make complete supply satisfactorily.
 - (c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchase Officer in this regard shall be final.
- (4) The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

32. (i) All goods must be sent freight paid through Railways or goods transport. If goods are

- 1. Substituted vide Circular No. 19/95 dated 28.6.1995 for - "Rs.50,000/-" and deleted the words "subject to the maximum of Rs. 1.00 lac" vide Circular No. 6/96 dated 5.2.1996
- 2. Substituted vide Circular No. 27/96 dated 27.8.1996.
- 3. Deleted words "competence certificate" vide Circular No. 27/96 dated 27.8.1996.

sent freight to pay he freight together with departmental charge 5% of the freight will be recovered from the suppliers bill.

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

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

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

33. Insurance :

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

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

34. Payments:

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

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

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

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

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

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

- | | |
|--|------|
| (1) (a) delay up to one fourth period of the prescribed delivery period | 2 ½% |
| (b) delay exceeding one fourth but not exceeding half of the prescribed period | 5% |

(c) delay exceeding half but not exceeding three fourth of 7½%
the prescribed period.

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

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

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

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

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

36. Recoveries : Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier alongwith amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

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

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

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

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

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

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

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

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

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