

प्राविधिक शिक्षा मण्डल, राजस्थान, जोधपुर

W-6, गौरव पथ, रेजिडेन्सी रोड, जोधपुर (राज.) फोन नं.- 0291-2430440/2636572

क्रमांक : एफ3 ()/प्राशिमं/लेखा/2012-13/1490

दिनांक : 28.2.2013

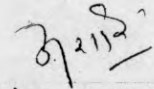
-: अल्पाकालीन निविदा सूचना संख्या 02/2012-13 :-

राजस्थान के माननीय राज्यपाल की ओर से अधोहस्ताक्षरकर्ता द्वारा प्राविधिक शिक्षा मण्डल द्वारा परीक्षा कार्य हेतु उपयोग की जाने वाली परीक्षा उत्तरपुस्तिकाएँ तैयार कर आपूर्ति करने के लिये पंजीकृत फर्मों से मोहर बन्द निविदाएँ आमंत्रित की जाती हैं।

क्र. सं०	निविदा का नाम	अनुमानित लागत (लाखों में)	धरोहर राशि हजारों में	निविदा शुल्क (अप्रतिदेय)	निविदा बिक्री की अंतिम तिथि व समय	निविदा प्रस्तुत करने की तिथि व समय	तकनीकी निविदा खोलने की तिथि व समय	वित्तीय निविदा खोलने की तिथि व समय
1.	मुद्रित परीक्षा उत्तरपुस्तिकाओं का निर्माण एवं आपूर्ति	40.00	80000	400	22.03.2013 10.30 ए.एम.	22.03.2013 1.30 पी.एम.	22.03.2013 2.30 पी.एम.	22.03.2013 5.30 पी.एम.

शर्त :

- विभिन्न निविदाओं के संबंध में विस्तृत शर्तें एवं अन्य विवरण को कार्यालय समय में, विभाग की वेब साईट www.techedu.rajasthan.gov.in एवं डी.आई.पी.आर. की वेब साईट www.dipronline.org पर देखा जा सकता है।
- मुद्रित परीक्षा उत्तरपुस्तिकाओं की आपूर्ति निर्धारित 30 दिवस में करनी होगी, अन्यथा नियमानुसार एल. डी. चार्जेज की कटौति की जायेगी।
- समस्त न्यायिक मामलों में क्षेत्र जोधपुर (राजस्थान) रहेगा।



संयुक्त निदेशक एवं सचिव
प्राविधिक शिक्षा मण्डल, राजस्थान
जोधपुर

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

परीक्षा उत्तरपुस्तिका निर्माण एवं आपूर्ति कार्य
निविदा सूचना 02 क्रमांक एफ 3/प्राशिम/लेखा/2012-13/1490
दिनांक 28.2.2013



निविदा प्रपत्र विक्रय करने की अंतिम दिनांक व समय	22 मार्च 2013, सुबह 10.30 बजे तक
निविदा प्रस्तुत करने की अंतिम दिनांक व समय	22 मार्च 2013, अपराह्न 1.30 बजे तक
तकनीकी निविदा खोलने की दिनांक व समय	22 मार्च 2013, अपराह्न 2.30 बजे
वित्तीय निविदा खोलने की दिनांक व समय	22 मार्च 2013, सांय 5.30 बजे

मूल्य : 400/- रुपये

SR FORM – 15
(Financial Bead)

BOARD OF TECHNICAL EDUCATION RAJASTHAN JODHPUR
TENDER FORM

Tender Form No.		Answer Book Printing & Supply NIT 02/2012-13/1490 DT. 28-2-2013
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Fees	Recipet No.	Date	Amount
Tender Fees			Rs. 400/-
Earnest Money			Rs. 80000/-

- I. Addressed to: The JOINT DIRECTOR AND SECRETARY, BOARD OF TECHNICAL EDUCATION RAJASTHAN JODHPUR
- II. We agree to abide by all the conditions mentioned in. Tender Notice Number. 02/2012-13/1490 DT. 28-2-2013, Issued by. The JOINT DIRECTOR AND SECRETARY, BOARD OF TECHNICAL EDUCATION RAJASTHAN JODHPUR.....and also the further condition of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of our acceptance of the terms mentioned therein).
- III. Goods will be delivered within a period of **30 days** from the date of the receipt of supply order.
- IV. Printing and supply of Answer book (as per BTER sample & specification given below :-
 1. Size of Answer Book – 22 X 28 cm
 2. Inner Pages - 58 GSM Type A Paper (as per sample)
 3. Printing in Inner page 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 paged (Excluding Cover 2 Page) Total Page 34
 5. Cover paper **75** GSM (Total page 2) Front page Printed on one side (offset Printing) with serial no's in digital numbering 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
- V. Approximate total estimated quantity of answer books will be around 10,00,000 (ten lakh) may (increase and decrease).
- VI. The rates Quoted above are valid upto 3 months. The period can be extended with mutual agreement.
- VII. The rates for the supply of Answer books at centers given below are :

Printing and Supply of Answer books (as per BTER sample and Specification given below) Supply at following Centers	Net Price Per Answer Sheet (Including All other levies: Excise duty, Central-Sales Tax, Rajasthan Sales Tax, Entry Tax, Octroi (if any); Packing, transportation, loading, unloading cartage, packing all exp. and charges etc up to supply FOR.	
	Rs.	Rupees in Words
Board of Technical Education, Rajasthan, Jodhpur		
Govt. Khaitan Polytechnic College, Jaipur		

Date:

Signature of Tenderer

Dated :

M/s

Under Notice No. 02/2012 -2013 due On 22-3-2013

Reference : Your letter no. _____ dated _____

Please find enclosed herewith the following documents as desired by you vide your letter under reference :

1. Copy of N.I.T. S.R. 11 and Sales Tax/VAT Declaration.
2. Terms & Conditions of open Tender.
3. Instructions:-

Tender offer should be submitted as **under** in a thick strong cover properly sealed and superscripted as Tender Notice No 02/2012-13/1490 due on 22-03-2013 Name of Tender **Printing & Supply of Answer Books** Tender. The main covering envelope will contain two sealed envelopes namely Envelope "A" "TECHNICAL BID" and Envelope "B," "Financial Bid" Both the sealed envelopes will contain the documents as mentioned below.

Envelope "A" "TECHNICAL BID" should contain :

- i. Required Earnest **Money**.
- ii. **Original or Duly Attested copy of Sales Tax/VAT Clearance Certificate (up to last quarter preceding the date of opening Tender).**
- iii. Duly Attested copies of Sales Tax/VAT Registration Certificate.
- iv. 'Declaration regarding Bonafide Manufacturer / Whole Seller / Sole Distributors / Authorized Dealer /Dealer/Sole Selling Agent/ Marketing Agent (S.R. 11).
- v. All the documents regarding eligibility condition (e)(f)(g)(h) as a proof of eligibility.
- vi. Each page of Terms and conditions of Tender should be signed (with seal) by the tenderer.
- vii. Conditional Tenders will not be accepted.

NOTE:

1. This envelope must be superscripted with Envelope "A" Tender Notice No. 02/2012-2013/1490.
2. In the event if it is found that you have not submitted the required Earnest Money in proper form and the documents as mentioned above and Terms & Conditions of open Tender ; your financial bid (Envelope B) will not be opened.

Envelope- "B" "Financial Bid" should contain :

- i. This envelop must be superscripted as Envelope No. "B" Tender Notice No 02/2012 – 2013/1490.
- ii. The quoted Rates in S.R. 15 or in the Performa prescribed for quoting Rates duly signed with seal.
- iii. All Commercial/Trade Terms and Conditions should be mentioned in it.

GENERAL CONDITIONS

1. Samples : Samples should be submitted strictly within 3 days (from issuing of order) /stipulated time as and when called for. Sample will be provided at your own cost as. If sample is not provided with in time, the EMD will be forfeited.
2. The Quoted Rates must be F.O.R. Concerning Institute should includes the loading, unloading, Octroi, Rail or Truck Freight and other taxes/levies.
3. 100% payment of Bill will be made by Joint Director, Board of Technical Education, Jodhpur after the receipt of material and found to entire satisfaction and as per specification and in good conditions mentioned there in supply order,
4. The supply will be accepted only on working day during the office working hours.
5. The Tenderer would provide Guarantee for an appropriate period from the date of delivery of the ordered material/equipment in good conditions and proper packing.
6. During Course of Guarantee period, the items will have to be repaired/replaced FREE OF COST at Concerning Institute.
7. Quantity of items can be increased/decreased/cancelled. Department is competent to accept/refuse the Tender/Tenders without giving any reason there of.
8. **ONLY ONE RATE SHOULD BE QUOTED, OTHERWISE YOUR TENDER WILL NOT BE CONSIDERED AND WILL BE REJECTED.**
9. Specification of Answer book :
 1. Size of Answer Book – 22 X 28 cm
 2. Inner Pages - 58 GSM Type A Paper (as per sample)
 3. Printing in Inner page singe 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 paged (Excluding Cover 2 Page) Total Page 34
 5. Cover paper 75 GSM paper (Total page 2) Front page Printed on one side (offset Printing) with serial no's in digital numbering at 1 place.
 6. Packing - 50 Answer Books in one polybag & 200 Answer Books in 5 ply liminated, corrugated box. Serial no's of answer book s to be printed on box.
 7. Stitching - Thread Stitched

**Assistant/Joint Director
Board of Technical Education**

(S.R. 11)

"DECLARATION BY THE TENDERERS"

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 of Union Territory) under Sales Tax Registration

SIGNATURE WITH STAMP

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

"CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER"

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

1. Tenders must be submitted in Twin Bids. First Envelope to be marked "TECHNICAL BID" must contain Cost of Tender Form, Earnest Money Deposit, Annexures A to G as mentioned in Condition No. 3 and signed Tender Document. Second Envelope to be marked "Financial Bid" must contain only the Financial Bid. These 2 Envelopes must be put in a Bigger Envelope marked "Outer Envelope"
2. Financial Bids of only those Bidders will be opened who are found eligible in accordance with Tender Terms.
3. Eligibility Condition:
 - a) Cost of Tender Form must be enclosed
 - b) Earnest Money Deposit must be enclosed
 - c) 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). (mark as Annexure A)
 - d) Sales Tax registration and clearance certificate : 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 financial year . Attested copy of Sales Tax registration certificate should be enclosed with tender. (mark as Annexure B)
 - e) Income Tax PAN No. Tenders will have to submit photo copy of PAN CARD with the Tenders without which tender may not be considered. (mark as Annexure C)

- f) The tenderer must have an Average Annual Turnover of Rs 2 Crore per Year for last 3 Years. Copies of Audited Balance Sheet and P&L A/c for last 3 Years must be duly enclosed with the Tender to ascertain this.

Turnover of 2011-12
 Turnover of 2010-11
 Turnover of 2009-10
 Total Turnover of 3 Years
 Average Turnover of 3 Years

(mark as Annexure D)

- g) The Tenderer must have experience of Supplying Answer Books to any Education Board/University for last 2 Years. The Tenderer must enclose copies of Work orders of last 2 Years in support of this. (mark as Annexure E)

- h) The Tenderer must possess Machinery for printing and Manufacturing of 20 lakh Answer Books in a month. For this the Tenderer must enclosed list of all Machinery available along with a Statement of their capacity. (mark as Annexure f)

4. 4.1 Any change in the constitution of the firm, etc. shall be notified forth with 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.

4.2 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.

5. Tender forms shall be filled in ink or typed. No Tnder 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.

6. 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 put initial with date.
7. **ONLY ONE RATE SHOULD BE QUOTED , OTHERWISE YOUR TENDER WILL NOT BE CONSIDERED AND WILL BE REJECTED.**
8.
 - 8.1 **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.
 - 8.2 While comparing the rates in respect of firms within Rajasthan the element of Rajasthan Sales Tax shall be included.
 - 8.3 As per the provisions of the Rajasthan Tax on Entry of Goods into Local Areas Act, 1999 (Act No. 13 of 1999) , 4% Entry Tax is leviable on entry of Answer Books in Rajasthan, which will be borne by the Supplier, accordingly, 4% of the Bill Amount will be deducted from the Suppliers Bills (if located outside Rajasthan) and deposited with the Authorities.
9. **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. **Validity** : Tender shall be valid for a period of three months form the date of opening of Tender.
11. **The approved supplier shall be deemed to have carefully examined the conditions, specifications, SAMPLE, and Size 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.etc he shall before signing the contract, refer the same to the purchase officer and get clarification.**
12. The contractor shall not assign or sublet his contract or any substantial part there of to any other agency.
13.
 - 13.1 **Specification** : All article supplied shall which strictly confirm to specifications and departmental sample. Trade mark laid down in the

tender form and wherever articles been required according to ISI specifications. Those articles should confirm strictly to those specifications and should bear such marks.

- 13.2 The supply of articles marked with a struck/at serial number shall in additions, confirm strictly to the departmental 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 tenderness.
- 13.3 **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 one year 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 good/stores/articles or such portion there of an 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 all the provision relating to rejection of goods. etc. shall apply. The tendered 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 rise 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 this contract or otherwise.
- 13.4 In case of machinery and equipments also, guarantee will be given as mentioned in clause (iii) above and the tender 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 tender shall also replace machinery and equipment in case it is found defective which can not be put to operations due to manufacturing defect. Etc.

- 13.5 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 conditions.
- 14.
- 14.1 **INSPECTION** : The purchase officer or his duly authorized representative shall 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.
- 14.2 The tenderer shall furnish complete address of the premises of his office, go down 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. Supplies when receive shall be subject to inspection to ensure whether they confirm to the specifications or with the departmental 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.
16. **Drawls of Samples** : In case of tests, samples shall be drawn in four sets in the presence of tenderer of 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.
17. **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.

18.

18.1 REJECTION : 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.

18.2 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 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.

19. 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.

20. 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 the consignee at destination. In the event of any loss and breakage or leakage or any shortage the tenderer 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.

21. 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.

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

23. Delivery Period : The tenderer whose tender is accepted shall arrange supplies within a period 30 days from the date of supply order.

24.

24.1 Extent of quantity repeat order : If the order is 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 purchased 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.

- 24.2 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.

25.

- 25.1 **EARNEST MONEY** : Tender shall be accompanied by an earnest many of Rs. 80000.00 without which tenders will not be considered. The amount should be deposited in either of the following form in favour of BOARD OF TECHNICAL EDUCATION JODHPUR. Cash through Treasury Challan deposited under head.

8443 – Civil deposit.

103 – Security deposits.

- 25.2 Bank Drafts/ Bankers Cheques of the schedule Bank.

26. **Refund of Earnest Money** : The Earnest money of unsuccessful tenders shall be Refunded soon after a final acceptance or tender.

27. **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.

28.

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

- 28.2 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.

29. Forfeiture of Earnest money, the earnest money will be forfeited in the following cases :

- 29.1 When tenderer withy drawls or modifies the offer opening of tender but before acceptance of tender.
- 29.2 When tenderer does not execute the agreement any other formality require by Department, If any prescribed within the specified time.
- 29.3 When tenderer does not deposit the security money after the supply order is given
- 29.4 When he fails to commence the supply of the items as per supply order within the time prescribed.
- 29.5 When he does not provide samples within time.

30. AGREEMENT AND SECURITY DEPOSIT

- 30.1 i. Successful tenderer will have to execute an agreement in the form 17 within a period of 3 days of receipt of Draft order and deposit security equal to 5 % of the value of the stores for which tenders are accepted within 3 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 saving certificates, Kisan Vikas Patras or any other script/ instrument under national saving scheme for promotion of small saving if the some can be pledged. These certificates shall be accepted at surrender value.
- v. The security money shall be refunded with in 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 in 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 satisfied there are no due outstanding against the tenderer.

30.2 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.

30.3 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.

30.4 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.

31. 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 supplies 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 done by the tenderer.

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

32. INSURANCE

a. The goods will be delivered at the destination godown is perfect conditions. 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.

- b. 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.

33. PAYMENTS :

- a. 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 dispatch and to the extent as prescribed in financial power by rail/required goods transport 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 tender.
- b. 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 tenderere to the purchase officer in accordance with G.F. & A.R. all remittance charges will be done by the tenderer.
- c. In case of disputed items. 10 to 25 of the amount shall be with held and will be paid on settlement of the dispute.
- d. 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.

- 34. (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.

34(1) 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 valued of stores with the tenderer failed 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 %

34(2) Fraction of a day reckoning period of delay in supplies shall be eliminated if it is less than half a day.

34(3) The maximum amount of liquidated damages shall be 10 %

- 34(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.
- 34(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.
- 35. 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 along with 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.
36. Tenderers must make their own arrangement to obtain import license, if necessary.
37. If a tenderer imposes conditions which are in 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.
38. The purchase officer reserves the right to accept any tender not necessarily the lowest reject any tender without assessing any reason and accept tender for all or any one or more of the articles for which tenderer has been given or distributed items of stores to more than one firm/ supplier.
39. The tenderer shall furnish the following documents at the time of execution of agreement.
- a. Attested copy of partnership Deed in case of partnership firms.
 - b. Registration No. and year of registration in case partnership firm is registered with registrar of firm.
 - c. Address of residence and office, telephone number in case of sole proprietorship.
 - d. Registration issued by Registrar of companies in case of company.

40. In any dispute arise out of the contract with regard to the interpretation, meaning and breach of the term of the contract with regard to the interpretation parties to the head of the department who will appoints 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.
41. 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

प्राविधिक शिक्षा मण्डल, राजस्थान, जोधपुर

परीक्षार्थी नीचे लिखे निर्देशों को ध्यानपूर्वक पढ़ें।

1. खाली या लिखा पृष्ठ या अन्य कोई सामग्री जो अनाधिकृत हो, परीक्षा भवन में अपने पास न रखें। प्रश्न-पत्र प्राप्त होने के पहले उत्तर पुस्तिका के अन्दर कहीं कुछ न लिखें। उत्तर पुस्तिका के अलावा कहीं कुछ न लिखें।
2. उत्तर पुस्तिका के अन्दर कहीं भी विद्यार्थी अपना नाम अथवा रोल नम्बर नहीं लिखें, केवल मुख पृष्ठ पर ही रोल नम्बर लिखें।
3. प्रश्न-पत्र पर भी अपना रोल नम्बर प्रश्न-पत्र प्राप्त होने के तुरन्त बाद लिखें।
4. उत्तर पुस्तिका में पन्नों के दोनों तरफ लिखें।
5. उत्तर पुस्तिका का कोई भाग फाड़ा नहीं जावे, न अलग किया जावे। जो सामग्री जांचने के लिये नहीं है, वह काट दी जावे।
6. ग्राफशीट, ड्राईगशीट को मूल उत्तर पुस्तिका के साथ अवश्य नत्वी कर दें।
7. उत्तर पुस्तिका यदि कटी हो या उस पर रजिस्ट्रार के हस्ताक्षर अथवा कोड सील अंकित नहीं हो, तो इसकी सूचना वीक्षक को अवश्य दें।
8. उत्तर पुस्तिका में स्थायी परिवर्तन का सत्यापन परीक्षा अधीक्षक/अतिरिक्त परीक्षा अधीक्षक द्वारा करवाना अनिवार्य है।
9. ऐसे काम जो परीक्षक को नहीं दिखाने हैं, अन्तिम पृष्ठ के दोनों ओर करें, अगर वह भी पर्याप्त नहीं हों, तो अन्य पृष्ठों के नीचे के भाग में लाईन खींचकर करें।
10. पूरे उत्तर पुस्तिका का प्रावधान नहीं है अतः उपलब्ध जगह का अधिकतम उपयोग करें।
11. प्रत्येक प्रश्न का या उसके भाग का सही नम्बर अंकित करें। कोई प्रश्न एक बार से अधिक हल नहीं करें। आवश्यकता से अधिक प्रश्न हल न करें। यह धोखा माना जायेगा।
12. प्रश्न पत्रों के हल के अन्त में 'समाप्त' शब्द अंकित करें। 'समाप्त' शब्द के बाद कुछ भी न लिखें।
13. परीक्षा के बीच में केवल वही विद्यार्थी, जो अपने वीक्षक की देखरेख में वह भी थोड़े समय के लिये पेशाब या पानी हेतु परीक्षा कक्ष के बाहर जाता है, परीक्षा कक्ष में फिर से प्रवेश कर सकेगा।
14. यदि कोई विद्यार्थी परीक्षा अवधि में अनुचित साधनों का उपयोग करता पाया जाता है, तो मण्डल के नियमों के अनुसार कार्यवाही की जाकर निधर्तित दण्ड का भागी होगा। अनुचित साधन हेतु निधर्तित दण्डों के बारे में विद्यार्थी केन्द्र अधीक्षक से जानकारी प्राप्त करें।
15. उत्तर पुस्तिका का कोई भी पृष्ठ खाली नहीं छोड़ें। यदि गलतीवश खाली छूट जाता है, तो परीक्षा समाप्ति के पहले काट दिया जावे।

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रजिस्ट्रार के हस्ताक्षर की सील

उत्तर पुस्तिका

कोड सील प्रयोग हेतु

digital Numbering
Sr. No. 1935559

रोल नम्बर (अंकों में) _____

रोल नम्बर (शब्दों में) _____

परीक्षा केन्द्र कोड _____

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विषय कोड _____

परीक्षा की दिनांक _____ दिन _____

उपरोक्त प्रविष्टियां मेरे द्वारा जाँची गई एवं सही है।

वीक्षक के हस्ताक्षर

प्राप्त अंक (शब्दों में) _____

अधिकतम अंक _____

हस्ताक्षर जांचकर्ता (1)

हस्ताक्षर जांचकर्ता (2)

परीक्षक के हस्ताक्षर



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11/10/17