

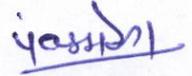
राजस्थान-सरकार,
प्राविधिक शिक्षा मण्डल, राजस्थान, जोधपुर

क्रमांक :- एफ-3 () प्राशिम/भण्डार/139

दिनांक : 5/1/15

अल्पकालीन ई-निविदा सूचना संख्या 01/2014-2015

राजस्थान के माननीय राज्यपाल की ओर से अद्योहस्ताक्षरकर्ता द्वारा प्राविधिक शिक्षा मण्डल, राजस्थान जोधपुर में उत्तर पुस्तिकाओं का निर्माण एवं आपूर्ति करने हेतु निर्धारित प्रपत्र में ई-टेण्डरिंग प्रक्रिया के अन्तर्गत ऑन लाईन निविदाएँ आमंत्रित की जाती हैं। विभिन्न निविदाओं के संबंध में विस्तृत शर्तें एवं अन्य विवरण, उत्तरपुस्तिकाओं पूर्ण स्पेशिफिकेशन कार्यालय समय में, वेब साईट <http://dte.rajasthan.gov.in>, <http://techedu.rajasthan.gov.in>, <http://dipr.rajasthan.gov.in>, एवं <http://sppp.raj.nic.in> (पोस्टल अधिनियम) पर देखा जा सकता है। निविदा प्रपत्र को वेब साईट <http://eproc.rajasthan.gov.in> से डाउनलोड/अपलोड किया जा सकता है।



(पंकज कुमार मेहता)
संयुक्त निदेशक एवं सचिव,
प्राविधिक शिक्षा मण्डल

राजस्थान-सरकार,
प्राविधिक शिक्षा मण्डल, राजस्थान, जोधपुर

क्रमांक :- एफ-3 () प्राशिम/भण्डार/ 139

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अल्पकालीन ई-निविदा सूचना संख्या 01/2014-2015

राजस्थान के माननीय राज्यपाल की ओर से अद्योहस्ताक्षरकर्ता द्वारा प्राविधिक शिक्षा मण्डल, राजस्थान जोधपुर में परीक्षा उत्तर पुस्तिकाओं के निर्माण एवं आपूर्ति करने हेतु निर्धारित प्रपत्र में ई-टेण्डरिंग प्रक्रिया के अन्तर्गत ऑन लाईन निविदाएँ आमंत्रित की जाती हैं।

क्र० सं०	निविदा का नाम	अनुमानित लागत (लाखों में)	धरोहर राशि हजारों में	निविदा शुल्क (अप्रतिदेय)	निविदा बिक्री/ डाउनलोड करने की अंतिम तिथि व समय	निविदा शुल्क एवं धरोहर राशि जमा कराने की दिनांक व समय	निविदा ऑन-लाईन प्रस्तुत करने की अन्तिम दिनांक व समय	तकनीकी निविदा खोलने की तिथि व समय	वित्तीय निविदा खोलने की तिथि व समय
1	परीक्षा उत्तरपुस्तिकाओं का निर्माण एवं आपूर्ति कार्य	85.00	1,70,000	400	03.02.2015	04.02.2015 6.00 पी.एम.	05.02.2015 10.30 एएम	05.02.2015 11.00 एएम	06.02.2015 11.00ए.एम.

शर्त :

- विभिन्न निविदाओं के संबंध में विस्तृत शर्तें एवं अन्य विवरण उपरण के पूर्ण स्पेशिफिकेशन कार्यालय समय में, वेब साईट <http://dte.rajasthan.gov.in>, <http://techedu.rajasthan.gov.in>, <http://dipronline.org> एवं <http://sppp.raj.nic.in> (पोस्टल अधिनियम) पर देखा जा सकता है। निविदा प्रपत्र को वेब साईट <http://eproc.rajasthan.gov.in> से डाउनलोड/अपलोड किया जा सकता है।
- ऑन लाईन निविदा प्रक्रिया में वे ही संवेदक भाग ले सकेंगे जिनके पास **Digital Signature Certificate** होने के साथ ही उक्त वेब साईट पर पर्जीकृत होंगे।
- निविदा शुल्क व धरोहर राशि का डिमाण्ड ड्रॉफ्ट सहायक निदेशक, प्राविधिक शिक्षा मण्डल, राजस्थान, जोधपुर के नाम से देय हो एवं निविदा की ई-टेण्डरिंग प्रक्रिया शुल्क के डिमाण्ड ड्रॉफ्ट राशि रुपये 1000/-का जो कि M.D., R.I.S.L. जयपुर के नाम से देय हो तीनों पृथक-पृथक रूप से इस कार्यालय में निर्धारित समयावधि तक जमा कराना अनिवार्य है। अन्यथा निविदा नहीं खोलने की पूर्ण जिम्मेवारी फर्म की होगी। किसी भी प्रकार के स्पष्टीकरण अथवा शुद्धिकरण की नवीनतम जानकारी हेतु निविदा प्रपत्र डाउनलोड करने वाले निविदादाता नियमित रूप से उक्त वेब साईट का अवलोकन करते रहे।
- उत्तरपुस्तिकाओं की आपूर्ति संबंधित संस्थानों में 40 दिवस में करनी होगी। अन्यथा नियमानुसार एल. डी. चार्जेज की कटौति की जायेगी।
- सशर्त निविदा स्वीकार नहीं होगी।

6. समस्त न्यायिक मामलो में क्षेत्र जोधपुर (राजस्थान) रहेगा।
7. राज्य में दिनांक 26-01-2013 से राजस्थान लोक उपापन पारदर्शिता अधिनियम-2012 व नियम-2013 प्रभावशील हैं। अतः निविदा पर उक्त अधिनियम व नियम के सभी प्रावधान प्रभावशील होंगे।
8. डाक द्वारा विलम्ब से प्राप्त निविदा संबंधित प्रपत्र स्वीकार्य नहीं होगी। जिसके लिये विभाग जिम्मेवार नहीं होगा।
9. किसी भी निविदा को पूर्ण/आंशिक स्वीकार करने अथवा बिना कारण बताये अस्वीकृत करने के समस्त अधिकार विभाग के पास सुरक्षित रहेंगे। जिसके संबंध में फर्म से किसी प्रकार के प्राप्त पत्रों पर विचार नहीं किया जायेगा।
10. निविदा में दर्शाये उत्तर पुस्तिकाओं की मात्रा एवं आपूर्ति अवधि घटाई/बढ़ाई जाने के समस्त अधिकार विभाग के पास सुरक्षित रहेंगे। जिसके संबंध में फर्म से किसी प्रकार के प्राप्त पत्रों पर विचार नहीं किया जायेगा।
11. प्रत्येक उत्तरपुस्तिका की दर एक ही अंकित (टेक्स/अन्य चार्जेज जोडकर) करने में प्राथमिकता प्रदान करे।
12. निविदा के साथ दिये जाने वाले समस्त दस्तावेज पूर्ण रूप से भरे जायेंगे।
13. वेट/सीएसटी चुकता प्रमाण पत्र (अन्तिम तैमाही) संलग्न करें।
14. निविदा के साथ दिये जाने वाले दस्तावेजों के अनुसार पूर्ण भरे हुये एवं आवश्यकता अनुसार समस्त दस्तावेज संलग्न करें। अन्यथा निविदा खोलने के संबंध में विभाग द्वारा लिया गया निर्णय अन्तिम होगा।
15. अगर आपको क्रयादेश जारी किया जाता है तो क्रयादेश में वर्णित आपूर्ति अवधि में उत्तर पुस्तिकाओं की आपूर्ति करावे। अगर किन्ही परिस्थितियों के दृष्टिगत आप समयावधि में आपूर्ति नहीं कर सकते है तो आपूर्ति अवधि समाप्त होने से पहले विभाग को लिखित में सूचित करेंगे। अन्यथा संस्था प्रधान द्वारा आपूर्ति स्वीकार नहीं की जायेगी। नियमानुसार प्राविधिक शिक्षा मण्डल जोधपुर द्वारा आपूर्ति अवधि बढ़ाने के पश्चात् ही उत्तरपुस्तिकाओं की आपूर्ति करावे।



(पंकज कुमार मेहता)
संयुक्त निदेशक एवं सचिव,
प्राविधिक शिक्षा मण्डल

Government of Rajasthan
Board of Technical Education Rajasthan
W-6, Gaurav Path, Residency Road, Jodhpur
Tender Document for Printing & Supply of Answer Books

Under Notice No.

Due on

Tender Documents

S. No.	Particular	Page No.
1	Summary of Document	1
2	Check List	2-3
3	SR-14 & Special Conditions	7-11
4	Tender Form (SR-15)	12
5	Conditions of Tender and contract (SR-16)	13-23
6	Annexure ABCDEFG & SR Form 17	24-36
7	Technical Bid Annexure 'H'	37
8	Financial Bid Annexure 'I'	38

CHECK LIST

List of required Schedules/documents to be submitted online duly signed digitally by Authorized Signatory

S. No.	Particulars as per specification	Description of required document	Details of documents to be uploaded by bidder along with relevant page Nos.
(i) COVER – I : Details of Tender Fee/Bid Security/Tender Processing Fee and Sample (.pdf)			
01	Cost of Tender Document	Proof of depositing cost of tender specification documents (DD/ Banker's Cheque).	
02	Details of Bid security/ Registration	Proof of depositing Bid Security (DD/Banker's Cheque	
03	Tender processing fee	Proof of depositing DD/ Banker's Cheque towards e- tender processing fee.	
04	Authorization of Digital Signature (if applicable)	Power of Attorney for authorized signatory to sign the tender document digitally	
05	Tender Document		
06	Technical Bid	Detail Technical Bid in Annexure "H"	
07	Registration Certificate	Yes/No	
07-A	Variation in Specification	As per Department Tender Specification Item No.	
08	VAT Clearance Certificate	Yes/No	
09	Copy of PAN Card		
10	Copy of EM II and as per clause 29.3(For micro & SSI unit)		
11	Manufacturer		
12	Leaflet		

13	Other Document		
14	Turnover, Audited Balance Sheet & P&L A/c	2013-14 Rs. YES / NO 2012-13 Rs. YES / NO 2011-12 Rs. YES / NO Average Annual Turnover Rs.
15	Experience of Supplying Answer Books	Order no: Date NO: Order no: Date NO:	
16	List of Machinery	YES / NO	
17	Sample		
(iii) COVER – II : Financial/Price Bid/BOQ (.xls)			
01	Price bid/BOQ	Details of Price quoted of the material offered in Price bid/ BOQ	

Signature of Tenderer
Seal & Designation

कार्यालय उपयोग के लिये

1. निविदा की जांच की गई सही पाया गया/कमियां पाई गई।

1.

2.

3.

4.

लेखाकार

2. निविदा प्रपत्र खोलने/नहीं खोलने का निर्णय लिया गया।

निविदा कमेटी के सदस्य

01.

02.

03.

04.

05.

चैक लिस्ट अनुसार निविदा भरने के निर्देश

COVER-I में निम्नानुसार टेण्डर की पूर्ति की जानी है :-

क्र. सं 1	निविदा सूचना में अंकित राशि का डिमाण्ड ड्राफ्ट लगाया जायेगा।
2-	फर्म द्वारा VAT Clearing Certificate लगाया जायेगा। वाणिज्य कर अधिकारी द्वारा जारी किया हुआ है, जो टेण्डर खुलने की दिनांक से 6 माह से अधिक पुराना न हो।
3-	VAT / Sale Tax Registration Certificate लगाया जायेगा।
4-	निविदा फार्म के प्रपत्र एस.आर. 11 में फर्म द्वारा यह स्पष्ट किया जाना है कि आईटम सप्लाय के सम्बन्ध में Manufacturer/Whole Seller/Sales Distributers/ Authorized Dealer/Dealer Sole Selling Agent/Marketing Agent में से किस श्रेणी में आता है, श्रेणी अंकित करें।
5-	<p>Leaflet/Catalogue :</p> <p>(a) निविदा में वर्णित आईटम के Leaflet/Catalogue लगाये गये है उनके आईटम न. अंकित किये जाने है जैसे : Enclosed Item No.</p> <p>(b) जिन आईटम्स के नहीं लगाये गये है उनके आईटम न. अंकित किये जावे जैसे – Not Enclosed Item No.</p>
6-	<p>Variations in specifications</p> <p>(i) As per department specification निविदा में वर्णित Specification के अनुरूप Literature/Leaflet लगाया गया है एवं Specification में कोई अन्तर नहीं है।</p> <p>(ii) As per leaflet/catalogue यदि निविदा में वर्णित Specification में Catalogue और संलग्न किये गये।</p>
7.	<p>निविदा पत्र S.R. 15</p> <p>निविदा प्रपत्र के अन्दर वर्णित S.R. 15 को पूर्ण भरा जाकर निविदा प्रपत्र की दरों वाला प्रपत्र 'I' लिफाफे में सम्पूर्ण Taxes को सम्मिलित करते हुए FOR दरें Destination पर दी जानी हैं।</p>
8-	S.R. 16 को मूल ही संलग्न किया जाना है।

9-	<p data-bbox="336 199 440 230">Samples</p> <ul data-bbox="336 271 1417 604" style="list-style-type: none"><li data-bbox="336 271 1417 344">● निविदा प्रपत्र में वर्णित आइटम के Sample देने हेतु निविदादाता को अपनी सहमति देनी है।<li data-bbox="336 371 1417 445">● चैक लिस्ट के सभी column की पूर्ति उपरान्त निविदादाता को फर्म की Seal सहित हस्ताक्षर करने हैं।<li data-bbox="336 472 1417 504">● दरों वाला प्रपत्र मूल ही पृथक से 'Cover II' अंकित किया जाना है।<li data-bbox="336 530 1417 604">● संलग्न किये जाने वाले प्रत्येक पृष्ठ Paging करते हुए फर्म की सील सहित हस्ताक्षर किये जाने हैं।
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प्रत्येक निविदा हेतु COVER I & II के संबंध में सूचना

COVER I के दस्तावेज

- 01 निविदा फार्म के साथ दिये गये प्रपत्र यथा S.R.-11, Sales Tax Declaration, S.R.-15, S.R.-16, Check List, E.M.D. D.D./Banker's Cheque, Catalogue, Annexure "H" इत्यादि।
- 02 प्रत्येक प्रपत्र मय Catalogue के प्रत्येक पृष्ठ पर हस्ताक्षर मय रबर मोहर होने चाहिये।
- 03 वेट चुकता प्रमाण पत्र, वेट/सेल्स टैक्स रजिस्ट्रेशन सर्टिफिकेट, पैन कार्ड की प्रति, एस.एस.आई. यूनिट होने के प्रमाण पत्र की फोटो प्रति, निर्माता से अधिकृत विक्रेता का प्रमाण पत्र मूल अथवा प्रमाणित प्रति। (ये सभी राजपत्रित अधिकारी अथवा नोटेरी पब्लिक से प्रमाणित होने आवश्यक है)
- 04 अगर आप सूची (Annexure "H") में दिये गये Specification के अनुसार उपकरण/फर्नीचर की आपूर्ति करना चाहते हैं। उनके सामने YES अंकित करें। अगर आप सूची में दिये गये Specification के स्थान पर अन्य Specification के अनुसार उपकरण/फर्नीचर की आपूर्ति करना चाहते हैं, यदि Specification में Minor Change है तो विभाग द्वारा दिये गये उपकरण/फर्नीचर की सूची में ही लिख दें। और अगर Specification में ज्यादा चेंज है तो उसकी सूची अलग से बनाकर विभाग द्वारा दिये Specification सूची के साथ संलग्न करावें।

COVER II में दस्तावेज डालें

- 01 संलग्न दरों के प्रारूप Annexure "I" में आपकी ऑफर दरें अंकित करें।

E-TENDERS.R.-14

GOVERNMENT OF RAJASTHAN
BOARD OF TECHNICAL EDUCATION RAJASTHAN, JODHPUR

No :- F.3 ()BTER/STORE/2014-15/

Dated :

M/s

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Subject : Tender Document for Printing & Supply of Answer Books Under short term e-tender
Notice No.01/2014-15 Due On

Dear Sir,

Please find enclosed following document as desired vide letter under reference :

01. Copy of N.I.T., S.R.-11 & Sales Tax/VAT Declaration.
02. Terms & Condition of open Tender. (S.R.-16)
03. Detailed Technical Specification of Answer Books estimated quantity there of
"Clarifications and Guidelines to be followed while submitting Tender as follows."
04. Tender offer should be submitted as e-tender system as shown below :-

A. Cover "I" (.pdf) (Scanned Copies) should contain :

01. Power of Attorney for authorized signatory to sign the tender document digitally (If any)
02. Attested Copy of Sales Tax/VAT Clearance Certificate.
03. Attested copy of Sales Tax/VAT Registration Certificate.
04. Declaration regarding Bonafide Dealer (S.R.-11) (Annexure -E)
05. Tender Forms S.R.-15 with Specification.
06. Terms and conditions of Tender (S.R.-16)
07. Annexure- A, B, C, D, G
08. Turnover, Audited Balance Sheet &P&L A/c , Experience of Supplying Answer Books, List of Machinery
09. Technical Bid (Annexure "H")

C. Cover "II" (Financial/Price Bid/BOQ (.xls) should contain :

- 01 Details of Price quoted of the material offered in Price bid/BOQ.

GENERAL DETAILS

NIT No.	:	Short Term e- Tender 1/2014-2015
Cost of Tender Specification	:	400.00
Processing Fees for RISL	:	1000.00
Bid Security	:	1,70,000.00
Delivery Period	:	40 days from the date of Supply Order
Validity	:	3 Months (Date of Supply Order)

IMPORTANT DATES

S.No.	Events	Date & Time	Location
01	Date of downloading of tender specification	03.02.2015 06.00 P.M.	http://eproc.rajasthan.gov.in and http://sppp.raj.nic.in
02	Deposit Cost of Tender Specification, Processing Fee & Bid Security	04.02.2015 06.00 P.M.	Assistant Director, Board of Technical Education Rajasthan, W-6, Gauravpath, Residency Road, Jodhpur (Raj.)
03	Last date & time of submission of electronic bid	05.02.2015 10.30 A. M.	http://eproc.rajasthan.gov.in
04	Opening of Technical Bid	05.02.2015 11.00 A. M.	http://eproc.rajasthan.gov.in
05	Opening of Financial Bid	06.02.2015 11.00 A. M.	http://eproc.rajasthan.gov.in

SPECIAL CONDITIONS :

01. The bidders are requested to submit their bids prior to last date of submission to avoid Non-submission of their bids up to prescribed date due to non-availability of / hanging of website at last moments. The date of submission of bids will not be extended if system is hang up in last hours or congestion.
02. In case, the date fixed for opening of the tenders be declared as a public holiday, the bid shall be opened on the next date on which office re-opens after such holiday(s).
03. Physical submission of bids is not allowed.
04. The BTER will not be responsible for any delay on account of late submission of tender due to online submission.

05. Tenders shall be valid up to three months from open of tender. Tender mentioning a shorter validity period than specified are likely to be rejected.
06. The bidders who are interested in bidding can download tender documents from <http://eproc.rajasthan.gov.in> and <http://sppp.raj.nic.in> up to the stipulated date & time.
07. Tenders are to be submitted online in electronic format only on website <http://eproc.rajasthan.gov.in>
08. Bidders who wish to participate in this tender will have to register on <http://eproc.rajasthan.gov.in>. To participate in online tenders, Bidders will have to procure Digital Signature Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e TCS, Safecrypt, Ncode etc. or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for future assistance. The contract details are as under. Contact No. 0141 – 4022688 (Help desk 10.00 AM to 6.00 PM on all working days) e-mail: eproc@rajasthan.gov.in
Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C- Scheme, Jaipur. Bidders who already have a valid Digital Signature Certificate need not to procure a new one.
09. Bidders are also advised to refer “Bidders Manual” available under “Downloads” section of website <http://eproc.rajasthan.gov.in> for further details about the e-tendering process.
10. Furnishing of tender offer shall be strictly in the manner as prescribed in check list failing which the tender is liable for rejection.
11. Bidder shall submit their offer online in electronic formats for technical and financial proposals both. However, cost of specification, Bid Security and Processing Fees should be submitted physically at Assistant Director, Board of Technical Education Rajasthan, Jodhpur up to stipulated date & time. The tenderer shall upload scanned copies of receipts/ acknowledgement/acceptance of above fee documents along with their online bid.
12. Furnishing of cost of tender, Bid security/ Exemption certificate & processing fee in following manner is essential otherwise the bid will not be opened.
 - a The bidder will have to deposit prescribed cost of tender specification (Fee) by DD/Banker’s Cheque payable in favour of Assistant Director, Board of Technical Education Rajasthan, Jodhpur up to stipulated date & time.
 - b The bidder will have to deposit prescribed Processing Fee by DD/Banker’s Cheque (Cash not acceptable) in favour of M.D., R.I.S.L. payable at Jaipur with the Assistant Director up to stipulated date & time.

- c The bidder will have to deposit prescribed Bid security (E.M.D.) by DD/Banker's Cheque payable at Jodhpur in favour of Assistant Director, Board of Technical Education Rajasthan, Jodhpur up to stipulated date & time.
14. Technical and Commercial deviations, if any, shall only be mentioned in Annexure 'H' & I. Mentioning of such deviations elsewhere in the offer will not be considered as deviation. The printed terms and conditions of firms, if any, attached with the tender will not be considered. The Department shall have right to accept or reject these deviations.
 15. The tenderers shall quote F.O.R. destination prices only. indicating the Freight inclusive of unloading and stacking and Insurance charges in Financial/Price Bid/BOQ. They will also indicate the prevailing rates of Excise Duty, Education Cess on ED, Entry Tax and VAT/Sales Tax (whether inclusive or exclusive) in the quoted prices. If the Financial/Price Bid/BOQ is not filled completely, the offer is likely to be ignored.
 16. Material/Equipment on order shall be required to be dispatched by Road on "Freight paid basis".
 17. Before electronically submitting the tenders, it should be ensured that all tender documents enlisted above including conditions of contract are signed on each & every page by the authorized representative of the firm after filling requisite information/details desired in the specification & Qualifying Requirement.
 18. The bids will have to be digitally signed by the bidder and submitted online in Two covers within the time specified on <http://eproc.rajasthan.gov.in>.
 19. The complete set of documents must be then furnished duly digitally signed through DSC of bidders company and submitted on <http://eproc.rajasthan.gov.in> in time as per checklist provided with the tender document . The checklist along with relevant page nos. shall also be submitted with the tender.
 20. All tenders, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over writing in figures or words or corrections not initialed and dated, may be liable to rejection.
 21. Payment shall be made to supplier/contractor through RTGS/NEFT for quick and safe transfer of funds across the country. The charges for transfer through RTGS/NEFT shall be on the part of supplier/ contractor. The supplier/ contractor shall furnish particulars to the payment making authorities of BTER in prescribed format to be provided by the purchaser. (Annexure- G)
 22. No conditional tenders shall be accepted and will be rejected summarily forthwith.

23. The BTER reserves the right to cancel the tender at any time without assigning any reasons. The BTER does not bind himself to accept the lowest or any tender or any part of the tender and shall not assign any reason(s) for the rejection of any tender or a part thereof.
24. No refund of tender fee is claimable for tenders not accepted or forms not submitted.
25. 100% payment of Bill will be made by Secretary, Board of Technical Education, Jodhpur after the receipt of material and found to entire satisfaction and as per specification and good conditions mentioned there in supply order.
26. The supply will be accepted only on working day in the office working hours.
27. The Tenders would provide Guarantee for an appropriate period from the date of delivery of the said goods in good conditions. During Course of Guarantee period, the items will have to be got be repaired/replaced FREE OF COST at Concerning Institute.
28. Quantity of items can be increased/decreased/cancelled. Department is competent to accept/refuse the Tender/Tenders without quoting any reason thereof.
29. All commercial Terms and conditions shall be as specified in the Rajasthan Transparency in Public Procurement Act, 2012, Rajasthan Transparency in Public Procurement Rule, 2013

Enclosed : As Above

Assistant Director/Joint Director

GOVERNMENT OF RAJASTHAN
BOARD OF TECHNICAL EDUCATION RAJASTHAN, JODHPUR

“TENDER FORM” (S.R.-15)

01. e-Tender for Printing & Supply of Answer Books.
02. Name & postal Address of the firm submitting the tender
03. Addressed to : THE Secretary, BOARD OF TECHNICAL EDUCATION RAJASTHAN, JODHPUR
04. Reference : The tender fee amounting to Rs. (Rupees) Demand Draft/Bankers Cheque/I.P.O. No..... Dated
05. We agree to abide by all the conditions mentioned in e-Tender Notice No. 01/2014-15, Date issued by THE SECRETARY, BOARD TECHNICAL EDUCATION RAJASTHAN, JODHPUR and also further conditions of the said tender Notice given in the attached sheets (all the pages of which have been signed by us in taken of our acceptance of the Terms mentioned therein)
06. The rates for the following items are as per Financial/Price bid/BOQ in cover “II”

S. No.	Name of articles with specifications	Rates (Rs.) Only Basic Price, All other Levies, Excise Duty, CST, VAT Octroi (if any) Cartage, Packing etc. may be shown separately. Any discount e.g. Quantitative discount & rebate etc. Trade may also be mentioned in detail	Net Price	Qty.
1	2	3	4	5
		Rate should be quoted on enclosed annexure 'I' (Cover II).		

Note : Proof of payment of excise for goods purchase by the department will have to be submitted.

07. Goods will delivered within a period of 40 days from the date of issue of order.
08. The rates quoted above are valid for three months. The period can be extended with mutual Agreement.
09. Bank Draft/Bankers Cheque No. Date drawn on (Name of the Bank) for Rs. to cover Earnest Money is enclosed.
10. The VAT Registration Number and VAT Clearance certificate & PAN No. are submitted herewith.
11. S.R.- 14 & 16 enclosed
12. Annexure A, B, C, D, E, F, G, H & Check List enclosed. Enclosed : As Above

SIGNATURE OF THE TENDERER
With seal and designation

GOVERNMENT OF RAJASTHAN
 BOARD OF TECHNICAL EDUCATION RAJASTHAN, JODHPUR
 W-6, Residency Road, Jodhpur

e-mail : bter.jodhpur@gmail.com
 2430440(O)

Telephone No. :0291-

"CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER"

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

1. Tenders are hereby invited in e-tender system for purchase of furniture / Tools & Equipments. Tenders are to be submitted online in electronic format on website <http://eproc.rajasthan.gov.in>. The tender document/specification can be downloaded from above mentioned website
2. In case, the date fixed for opening of the tenders be declared as a public holiday, the bid shall be opened on the next date on which office re-opens after such holiday(s).
3. Physical submission of bids is not allowed.
- 2.1 Any change in the constitution of the firm, etc. shall be notified forthwith by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc. from any liability under the contract.
- 2.2 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.
- 3.1 V.A.T. REGISTRATION AND CLEARANCE CERTIFICATES : No dealers who is not registered under the V.A.T. Act prevalent in the state where his business is located shall tender. The V.A.T. registration number should be quoted and V.A.T. clearance certificate from the commercial taxes officer of the circle concerned shall be submitted in original or duly attested copy of VAT Clearance Certificate which is not more than 6 month old, without which the tender is liable to rejection.
- 3.2 Attested copy of Sales Tax registration certificate (S.T.-4) should be enclosed with tender.
4. Income Tax PAN No. Tenders will have to submit photo copy of PAN CARD duly attested with the Tenders without which tender may not be considered.
5. 5.1 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 2013-14 Turnover of 2012-13
 Turnover of 2011-12 Total Turnover of 3 Years
 Average Turnover of 3 Years (mark as Annexure D)

5.2 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)

5.3 The Tenderer must possess Machinery for printing and Manufacturing of 10 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)

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 initialed with dates. The Rates should mention element of the Rajasthan State V.A.T. and Central Sales Tax separately.
7. All Rates quoted must be F.O.R. Destination and should include all incidental charges except octroi. Central/Rajasthan V.A.T, 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.
- 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 V.A.T. 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 V.A.T. shall be included.
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.
 - 9.1 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.
 - 9.2 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).

10. VALIDITY : Tender shall be valid for a period of three months from the date of opening of tender.
 11. 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
 12. The contractor shall not assign or sublet his contract or any substantial part there of to any other agency.
 - 13.1 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.
 - 13.2 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.
 - 14.1 WARRANTY/GUARANTEE CLAUSE : The Tender would give guarantee that the goods/stores/ articles would continuous to confirm to the description and quality as specified for a period of 12 Months / minimum 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 12 months. The said goods/stores/articles to discovered 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 or otherwise.
- 14.2 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.
 - 14.3 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 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.
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/by as under :

S.No.	Items	Quantity	Delivery Period

- 28.2 If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- 28.2.1. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be under :-
- * 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - * 50% of the value of goods or services of the original contract.
- 29.1 EARNEST MONEY: 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 Assistant Director, Board of Technical Education Rajasthan, Jodhpur.
1. Cash through Treasury Challan deposited under head
8443-Civil deposit
103-Security deposits
 2. Bank Drafts/Bankers Cheques of the schedule Bank.
- 29.2 REFUND OF EARNEST MONEY : The Earnest Money of unsuccessful tenders shall be refunded soon after a final acceptance of tender.
- 29.3 PARTIAL EXEMPTION FROM EARNEST MONEY :-
- Micro and Small Enterprises which have obtained an acknowledgement of EM-II from the concerned District Industries Centre, shall make payment of earnest money @ 0.5% (Half Percent) of the value of the quantity offered for supply by them in respect of item(s) for which acknowledgement of EM-II has been issued to them.
- Such Enterprises shall be required to pay security deposit @1% of the value of stores ordered to be supplied on furnishing of an attested copy of acknowledgement of EM-II with an affidavit of Rs. 10/- non judicial stamp by enterprise in prescribed format. {vide FD Circular No. 24/2010 dated 19.10.2010
- 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. FORFEITED 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 require 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 (On non-judicial Stamp Paper of the value as under) within a period of 15 days of issue of 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.
- | | |
|--|--------------|
| (a) Order amount upto 10.00 Lacs | Rs.- 500.00 |
| (b) More than Rs. 10.00 Lacs but upto 50.00 Lacs | Rs.- 1000.00 |
| (c) More than 50.00 Lacs | Rs.- 5000.00 |
- 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. Performance security shall be furnished in any one of the following forms-
 - (a) deposit though e-GRAS.
 - (b) Bank Draft or Banker's Cheque of a scheduled bank.
 - (c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master.
 - (d) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

- v. Performance security furnished in the form specified in clause (b) to (d) of sub-rule {31.1(iv)} shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
 - vi. 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 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 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 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 Departmental charge 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 department.
- 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 prefect condition. The supplier, if he so desired may be insure the valuable goods against lost by theft destruction or damage by fire, flood under exposure to whether or otherwise 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 dispatch and to the extent as prescribed in financial power by rail/reputed 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 given 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.
- 35.1 The time specified for delivery in the Tender form shall be deemed to be the essence of the contract are the successful tenderer shall arrange supplies with in the period on receipt of the firm order from the purchase office.
- 35.2
- | | |
|--|-------|
| a. Delay up to the one fourth period of the prescribed delivery period. | 2.5 % |
| b. Delay exceeding one fourth but not exceeding half of the prescribed period. | 5.0 % |
| 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 % |
- 35.3 Fraction of a day reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- 35.4 The maximum amount of liquidated damages shall be 10%.
- 35.5 If the supplier requires to 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 work-order for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- 35.6 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 the 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 on arrangement 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 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 register of firms.
 - iii. Address of residence and officer telephone number in case of sale 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.
43. Samples : Samples should be submitted strictly within 7 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.
44. The Quoted Rates must be F.O.R. Concerning Institute should includes the loading, unloading, Octroi, Rail or Truck Freight and other taxes/levies.

45 The supply will be accepted only on working day during the office working hours.

JOINT DIRECTOR & SECRETARY
BOARD TECHNICAL EDUCATION RAJASTHAN

I/We have carefully read and understood above terms and conditions (from 1 to 45) of the tender and abide by them.

I/We have also certify that all the information and catalogue etc. of the tendered item has been enclosed and no information has been held back by us.

SIGNATURE OF THE TENDERER
With seal and designation

COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

Any person participating in a procurement process shall –

- a) not offer any bribe reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- b) not misrepresent or omit that mislead or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process.
- d) not misuse any information shared between the procuring entity and the Bidders with an intent to gain unfair advantage in the Procurement process.
- e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the Procurement process.
- f) not obstruct any investigation or audit of a Procurement process.
- g) disclose conflict of interest, if any and
- h) disclose any previous transgressions with any Entity in india or any other country during the last three years or any debarment by any other procuring entity.

CONFLICT OF INTEREST :

The Bidder participating in a bidding process must not have a conflict interest.

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliances with applicable laws and regulations.

A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but limited to :

- a) have controlling partners/shareholders in common; or
- b) receive or have received any direct or indirect subsidy from any of them; or
- c) have the same legal representative for purposes of the Bid; or
- d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder or influence the decision of the Procuring Entity regarding the Bidding process; or
- e) the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the bidder is involved. however, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

- f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g) Bidder or any of its affiliates has been hired (or to proposed to be hired) by the Procuring Entity as engineer-in charge/consultant for the contract

Date :

Signature of Bidder

Place :

Name :

Designation :

Address :

DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS

In relation to my/our Bid submitted to for procurement of in response to their notice inviting Bid No. Dated I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that;

01. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
02. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Documents;
03. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
04. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to entire to a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
05. I/we do not have conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date :

Signature of Bidder

Place :

Name :

Designation :

Address :

GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The Designation and address of the First Appellate Authority is

The Designation and address of the Second Appellate Authority is

01. Filing an appeal

If a Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provision to the provision of the Act or the Rules or the Guidelines issued there under, he may file an appeal to first Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved.

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings.

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

02. The officer to whom an appeal is filled under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.

03. If the officer designation under para (1) fails to dispose the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

04. Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely :

- a) determination of need of procurement;
- b) provisions limiting participation of Bidders in the Bid process;
- c) the decision of whether or not to enter into negotiation;
- d) cancellation of a procurement process;
- e) applicability of the provisions of confidentiality.

05. Form of Appeal

- a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

06. Fee of filing appeal

- a) Fee for first appeal shall be rupees two thousand five hundred and second appeal shall be rupees ten thousand, which shall be non-refundable.
- b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

07. Procedure for disposal of appeal

- a) The first Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall,-
 - (i) here all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Date :

Signature of Bidder

Place :

Name :

Designation :

Address :

MEMORANDUM OF APPEAL UNDER THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT
ACT, 2012

Appeal No. of

Before the (First/Second Appellate Authority)

01. Particulars of appellant :

- (i) Name of Appellant :
- (ii) Official address, if any :
- (iii) Residential address :

02. Name and address of the respondent(s) :

- (i)
- (ii)
- (iii)

03. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the act by which the appellant is aggrieved :

04. If the Appellant proposes to be represented by a representatives, the name and postal address of the representative :

05. Number of affidavits and documents enclosed with the appeal :

06. Ground of appeal :

.....
(supported by an affidavit)

07. Prayer :

.....

Place :

Date :

Appellant's Signature

ADDITIONAL CONDITIONS OF CONTRACT

01. Correction of arithmetical errors :

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis :

- (i) if there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- (ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bids does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

02. Procuring Entity's Right to Vary Quantities :

- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. it shall be without any change in the unit prices or other terms and conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply, if the suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Suppliers.

03. Dividing quantities among more than one Bidder at the time of award (In case of Procurement of Goods) :

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the

capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Date :

Signature of Bidder

Place :

Name :

Designation :

Address :

"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

"V.A.T./C.S.T. DECLARATION"

I, Certify that the goods on which V.A.T. has been charged have not been exempted under the central Sales Tax Act. (C.S.T.) or State V.A.T. Act. or V.A.T. Rules, 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 V.AT. Act or the Rules made there under.

Certify that we M/s

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

SIGNATURE OF THE TENDERER

With seal and designation

REAL TIME GROSS SETTLEMENT (RTGS) / NATIONAL ELECTRONIC
FUND TRANSFER (NEFT)

From: M/s.

To,

The Secretary,
Board of Technical Education Rajasthan,
Jodhpur.

Sub:- RTGS / NEFT Payments.

We refer to remittance of our payments using RBI's RTGS/NEFT. Our payments may be made through the above system to our under noted account at our cost :-

Name of Firm	:	
Full Address	:	
Mobile Number	:	
mail ID for Payment Information	:	
PAN Number	:	
Bankers Name	:	
Branch Name	:	
9 Digit Code of Bank (Appearing on the MICR Cheque issued by the Bank	:	
Account Type with Code	:	
Account Number (as appearing on Cheque Book)	:	
IFSC Code for RTGS	:	

Signature of supplier with Stamp & Address

AGREEMENT (See Rule 68)

(On non-judicial Stamp Paper of Rajasthan Government of the value as per S.R.-16)

An agreement made this ----- day of ----- between -----
----- (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Government of the State of Rajasthan (herein after called "the Government" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

02. Whereas the approved supplier has agreed with the Government to supply to the _____ of the State of Rajasthan at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column _____ of the said schedule.
03. And whereas the approved supplier has deposited a sum of Rs. _____ in _____.
- (1) Cash/Bank Draft/Challan No./Banker Cheque No. _____ dated _____.
 - (2) Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority.
 - (3) National Savings Certificates/Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pleased under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.
04. Now these Presents witness:
- (01) In consideration of the payment to be made by the Government through _____ at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in _____ and _____ thereof in the manner set forth in the conditions of the tender and contract.
 - (02) The conditions of the tender and contract for open tender enclosed to the tender notice No. _____ dated _____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
 - (03) Letters Nos. _____ received from tenderer and letters nos. _____ issued by the Government and appended to this agreement shall also form part of this agreement.
 - (04) (a) The Government do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the Government will through _____ pay or cause to be paid to the

approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(c) The mode of Payment will be as specified below:-

1. _____

2. _____

3. _____

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

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

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

- | | |
|--|-------|
| a. Delay up to the one fourth period of the prescribed delivery period. | 2.5 % |
| b. Delay exceeding one fourth but not exceeding half of the prescribed period. | 5.0 % |
| 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 % |

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

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

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

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

07. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final. In witness whereof the parties hereto have set their hands on the..... day of 20.....

Signature of the approved supplier.

Signature for and on behalf of Governor
Designation

Date:

Date:

Witness No. 1

1. Witness

Witness No.2

2.Witness

ANNEXURE "H"

Short Term e-Open Tender No. 1 (2014-2015) Printing & Supply of Answer Books

S.no.	Name of items with specification	Total Qty.	Specify variation in Specification if any:-
1	<p>1. <u>Specification of Answer book :</u></p> <p>a. Size of Answer Book – 22 X 28 cm .</p> <p>b. Inner Pages - 60 GSM Type (first Grade, quality paper) as per sample.</p> <p>c. * Printing in Inner pages single light Colour. * 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.</p> <p>d. No of Inner pages 32 Lined paged (Excluding Cover 2 Page) Total Page 34</p> <p>e. Cover paper 80 GSM paper (Total page 2) Front page Printed on one side (offset Printing) with serial no's in digital numbering at 1 place.</p> <p>f. 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.</p> <p>g. Stitching - Thread Stitched</p> <p>2. Complete printing, design & lay out of answer book should be as per sample of BTER.</p>	17 Lac	

Terms & Condition :-

1. F. O. R. BTER & Various Institutes in Rajasthan.
2. Delivery Period 40 days
3. VAT Paid/Extra
4. Subject to Jurisdiction at Jodhpur