



सेन्टर ऑफ एक्सीलेन्स एण्ड रिसर्च

मौलाना आजाद विश्वविद्यालय, जोधपुर

(राजस्थान विधानसभा अधिनियम 2013 के नियम 33 के तहत स्थापित)

ग्रामबुझावड़, तहसील लूणी, जिला जोधपुर

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क्रमांक: मौ.अ.विवि./जोध./2023-24/2685

दिनांक :- 24/07/2023

खुली निविदा सूचना संख्या 01/2023-24

सेन्टर ऑफ एक्सीलेन्स एण्ड रिसर्च, मौलाना आजाद विश्वविद्यालय, जोधपुर हेतु फर्नीचर आइटमस् क्रय किए जाने के लिए पंजीकृत फर्मो/संवेदकों के माध्यम से RTPP Act 2012 एवं RTPP Rules 2013 के तहत निविदा आमन्त्रित की जाती है :-

क्र.स.	विवरण	अनुमानित लागत	अमानत राशि	निविदा शुल्क
1	सेन्टर ऑफ एक्सीलेन्स एण्ड रिसर्च सेन्टर मौलाना आजाद विश्वविद्यालय, जोधपुर हेतु ऑफिस फर्नीचर आइटमस् क्रय किए जाने	15.50 Lakh	31,000/-	500/-

Bidding Schedule

S.No.	Subject	Date	Time
1.	Tender Publishing Date (On University Website)	26/07/2023	10:30 AM
2.	Document Sale Date (Download on University Website)	26/07/2023	10:30 AM
3.	Document Submission End Date (Physical Document)	05/08/2023	02:30 PM
4.	Technical bid Opening Date	16/08/2023	11:30 AM

ई-निविदा संबंधी शर्तें एवं निविदा प्रपत्र विश्वविद्यालय की वेबसाईट www.mauj.ac.in/cerc से डाउनलोड की जाकर निविदा शुल्क/धरोहर राशि का डिमाण्ड ड्राफ्ट "Centre of Excellence and Research, Maulana Azad University, Jodhpur" के पक्ष में जारी कर ऑफलाईन माध्यम से मौलाना आजाद विश्वविद्यालय, कमला नेहरू नगर, पाल लिंक रोड, के सिटी ऑफिस में (तकनीकी एवं वित्तीय बोली का पृथक-पृथक लिफाफा तैयार कर) निविदा प्रपत्र के साथ निविदा की अंतिम तिथि तक अनिवार्य रूप से जमा करवाया जाना होगा।

Yam
24/07/2023
कुलसचिव

मौलाना आजाद विश्वविद्यालय,
तहसील लूणी, जिला जोधपुर

REGISTRAR
MAULANA AZAD UNIVERSITY
JODHPUR (Raj)

क्रमांक: मौ.अ.विवि./जोध./2023-24/

प्रतिलिपि वास्ते सूचनार्थ हेतु प्रेषित है :-

1. संयुक्त शासन सचिव, अल्पसंख्यक मामलात एवं वपफ विभाग, राजस्थान सरकार, जयपुर।
2. नोटिस बोर्ड।
3. रक्षित पत्रावली।

कुलसचिव

मौलाना आजाद विश्वविद्यालय,
तहसील लूणी, जिला जोधपुर

Important Instructions

1. The Bidder who are interested in bidding can download Bid document from university website www.mauj.ac.in/cerc
2. The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which is available on the website of University Public Procurement Portal www.mauj.ac.in/cerc Therefore, the bidders are advised to acquaint themselves with the provisions of the Act and the Rules along with amendments before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.
3. Bidders are advised to thoroughly read the bidding document and by signing this document, they submit unconditional acceptance to all the terms & conditions of the bidding document without any deviation.
4. Bidder will submit their offer offline in physical format both for technical and financial proposal; however for Bid fees, earnest money shall be submitted manually in the office of tender authority **Maulana Azad University City Office, Pal Link Road, Kamla Nehru Nagar, Jodhpur** before schedules date & time as mentioned in NIB.
5. Before offline bid submitted the tenders, it shall be ensured that all the bid papers including conditions of contract are original signed with stamp by the bidder with proper **Page numbering** each and every pages.
6. The prospective bidders if they so desire may participate in the bid to clarify the doubt in respect of bidding document before last date of submission of Bid in any working day.



सेन्टर ऑफ एक्सीलेन्स एण्ड रिसर्च

मौलाना आजाद विश्वविद्यालय, जोधपुर

तकनीकी निविदा प्रपत्र

(खुली निविदा)

(To be filled in by the bidder in Capital Letters)

a. Legal Name of bidder		
b. GST NUMBER		
c. PAN NUMBER		
d. Business Category: (✓ Appropriate Box)	Corporation	
	Individual	
	Sole Proprietorship	
	Limited Liability Partnership	
	Partnership	
	Other, PI Specify	
e. Address of Correspondence		
f. Name of Authorized Signatory		
g. Bid Document fee detail	Amount Rs.	
	DD/BC/Receipt No.	
h. EMD/ Bid Security Detail	Amount Rs.	
	DD/BC No.	
i. Applicable Rate of GST		
j. Mobile Number		
k. Telephone Number	STD Code ()	
l. Fax Number	STD Code ()	
m. E-Mail		
n. Experience (Attach work order copy, Satisfactory Performance, Certificate of Competent Authority)		

Note: It is mandatory to fill all the information.

- Bidder (authorised signatory) shall submit their offer online in electronic format both for of Technical and Financial Bid (Single Stage Two Envelops Bid - Two Parts) through university website/portal. However, DD for Bid Document Fees, Bid Security and Tender Fee should be submitted physically at the office of Procuring Entity as prescribed in NIB on or before the given date/time and **send** digitally signed copy of the same should also be uploaded along with the technical bid/offer.
- The Procuring Entity reserves the complete right to cancel the bid process and reject any or all of the bids without giving reasons thereof.
- No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the Procuring Entity and the successful bidder.
- * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security and Tender Fee on or before last date/time, its bid shall not be accepted. The Banker's Cheque/ Demand Draft for bid document fee and Bid Security should be drawn in favour of "**Centre of Excellence and Research, Maulana Azad University, Jodhpur**" payable at "Jodhpur" from any Scheduled Commercial Bank.
- The provisions of RTTP Act, 2012 and thereto Rules, 2013 including amendment(s) shall be applicable for this procurement/bid. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTTP Act, 2012 and Rules thereto including amendment(s), the later shall prevail time to time shall be binding.

तकनीकी निविदा को स्वीकार किये जाने हेतु अनिवार्य शर्तें :-

- i.) निर्धारित बोली प्रतिभूति राशि का डिमाण्ड ड्राफ्ट एवं निविदा शुल्क का डिमाण्ड ड्राफ्ट को भौतिक रूप से तकनीकी निविदा के साथ संलग्न किया जाना अनिवार्य होगा।
- ii.) बिड के साथ जीएसटी पंजीयन प्रमाण-पत्र तथा पैन कार्ड की प्रमाणित फोटो प्रति संलग्न किया जाना होगा।
- iii.) संबंधित फर्म को किसी भी राज्य सरकार/केन्द्र सरकार द्वारा ब्लैकलिस्टेड नहीं होने का प्रमाण पत्र राशि रु. 50/- नॉन ज्युडिशियल स्टाम्प पेपर पर तकनीकी निविदा के साथ संलग्न किया जाना होगा।
- iv.) फर्म के पास गत 3 वर्षों में कम से कम 30 लाख का औसत वार्षिक टर्नओवर को सीए द्वारा प्रमाण-पत्र मय यूडीआईएन के साथ तकनीकी निविदा के साथ संलग्न किया जाना होगा। इसके अभाव में निविदा पर विचार नहीं किया जायेगा।
- v.) किसी सरकारी विभाग/उपक्रम/संगठन/कार्यालय में विगत 03 वित्तीय वर्षों में से किसी एक वित्तीय वर्ष में कम से कम 12.50 लाख का स्टील/वुडन फर्नीचर सामग्री के संतोषजनक आपूर्ति का प्रमाण-पत्र/कार्यादेश की प्रति जो सक्षम अधिकारी द्वारा जारी किया गया हो की प्रमाणित प्रति।
- vi.) फर्म का निर्धारित मानको का ISOपंजीकृत प्रमाण-पत्र।
- vii.) MSME बोलीदाता को बोली प्रतिभूति कार्य सम्पादन प्रतिभूति राशि या अन्य छूट या लाभ प्राप्त करने के लिये राज्य सरकार द्वारा जारी अधिसूचना दिनांक 19.11.2015 एवं सेशाधन दिनांक 29.08.2018 के अनुसार संबंधित निर्धारित मानकों युक्त दस्तावेज या प्रमाण-पत्र प्रस्तुत किया जाना अनिवार्य है जब ही उस MSME बोलीदाता के आवेदन पर नियमानुसार विचार किया जायेगा एवं वरीयता दी जायेगी अन्यथा अधिसूचना की कोई भी छूट देय नहीं होगी।
- viii.) निविदादाता स्टील एवं वुडन फर्नीचर सामग्री का नमूना (As Per Specification Annexure F) तकनीकी जांच हेतु अनिवार्य रूप से निविदा के अंतिम तिथि तक प्रस्तुत करें।

बिन्दु संख्या 1 से 7 तक वांछित दस्तावेज तकनीकी निविदा के साथ इसी कार्यालय में प्रस्तुत किया जावे।

तकनीकी निविदा के संदर्भ में दिनांक 14/08/2023 तक आपतियां प्रस्तुत की जा सकती है।

निविदादाता के हस्ताक्षर मय मोहर

बिड की शर्तें

स्टील एव वुडन फर्नीचर क्रयकिए जाने हेतु बिड की शर्तें :-

1. बिड जो सेन्टर ऑफ एक्सीलेन्स एण्ड रिसर्च, मौलाना आजाद विश्वविद्यालय, जोधपुर के द्वारा जारी की गई है, में वर्णित समस्त शर्तों का पालन करने के लिये सहमत प्रदान करते हैं तथा उक्त बिड सूचना की अन्य शर्तें जो संलग्न प्रपत्र में दी गई हैं (जिसके समस्त पृष्ठ उनमें वर्णित शर्तों को हमारे द्वारा स्वीकार किये जाने के प्रतीक स्वरूप, हमने समस्त पृष्ठों पर हस्ताक्षर कद दिये हैं।) का भी पालन करने के लिये हम सहमति प्रदान करते हैं।
2. बिड के प्रत्येक आइटम आपूर्ति किये जाने हेतु निर्माता या अधिकृत डीलर सदभावी संव्यवहारी द्वारा प्रस्तुत बिड ही स्वीकार किये जायेंगे।
3. आपूर्ति की जाने वाली सामाग्री और/अथवा उसमें लगने वाले/लगे हुए सभी पार्ट संबंधित ब्राण्ड/कम्पनी जैसी भी स्थिति हो, Genuine and Original ही होने चाहिए।
4. कार्यादेश की दिनांक से 30 दिवस के भीतर अनिवार्य रूप से स्टील फर्नीचर आपूर्ति की जानी होगी।
5. बिड के प्रत्येक आइटम की आपूर्ति “सेन्टर ऑफ एक्सीलेन्स एण्ड रिसर्च, मौलाना आजाद विश्वविद्यालय, बुझावड़, तहसील लूणी, जिला जोधपुर”में ही की जाएगी।
6. खुली निविदा दिनांक 05/08/2023 को शाम 6:00 बजे तक प्राप्त की जायेगी। बिलम्ब से प्राप्त बिड पर कोई विचार नहीं किया जायेगा।
7. तकनीकी निविदा दिनांक 16/08/2023 को सुबह 11:00 बजे उपस्थित निविदादाताओं अथवा उनके प्रतिनिधियों के समक्ष विभागीय क्रय समिति द्वारा आपूर्ति मौलाना आजाद विश्वविद्यालय, पाललिक रोड़, जोधपुर में खोली जाएगी।
8. तकनीकी निविदा में सफल रहे निविदादाताओं को सूचना ई-मेल/फोन/डाक से दी जाएगी।
9. निविदा के प्रत्येक आइटम में न्यूनतम मूल्य, वस्तु की गुणवत्ता, स्पेयर पार्ट्स एवं सर्विस की मार्केट में उपलब्धता के आधार पर अधिकतम लाभप्रद बोलीदाता को प्राथमिकता दी जा कर चयन किया जाएगा अतः यह स्पष्ट किया जाता है कि सिर्फ न्यूनतम मूल्य ही चयन का आधार नहीं होगी।
10. सामान्यता निविदा की समस्त मदों की कुल न्यूनतम राशि एवं गुणवत्ता/स्पेयर पार्ट्स एवं सर्विस की मार्केट में उपलब्धता के आधार पर न्यूनतम निविदाता का निर्धारण किया जायेगा। फिर भी विभागीय उपापन समिति न्यूनतम दर वाली निविदा को स्वीकार किए जाने हेतु बाध्य नहीं है, वह किसी भी निविदा को या उसके किसी भी भाग को बिना कारण बाये रद्द कर सकेगी।
11. सफल निविदादाता कार्यादेश को अथवा उसके किसी हिस्से को किसी अन्य फर्म को सबलेट नहीं करेगा।

12. सफल निविदाता के भुगतान में से नियमानुसार आयकर व जीएसटी टीडीएस की कटौती की जाएगी।
13. वित्तीय बोलियों में अंक गणीतीय एवं शब्दों की त्रुटि का निराकरण (Disposal of arithmetic and figures errors in financial bid)— आईटम रेट्स अंकों अथवा शब्दों में ध्यानपूर्वक दी जावे अथवा कुल योग की गणना भी ध्यानपूर्वक की जावें। अंको एवं शब्दों अथवा कुल योग की गणना के अन्तर की स्थिति में आईटम रेट पर ईयर पर क्वान्टिटी अंको एवं शब्दों में लिखी गई में से जो न्यूनतम होगी उसी को अंति माना जायेगा।
14. आपूर्ति किये जाने वाले स्टील फर्नीचर विभाग द्वारा निर्धारित स्पेसिफिकेशन संलग्न परिशिष्ट—एफ के अनुसार होने पर ही स्वीकार किये जायेंगे। निर्धारित स्पेसिफिकेशन की पात्रता पूर्ण नहीं करने पर निविदा स्वतः निरस्त मानी जायेगी।
15. निविदा सूचना एवं निविदा प्रपत्र के संलग्न निविदा शर्तों की पालना नहीं करने पर अमानत राशि एवं प्रतिभूति राशि जब्त कर ली जावेगी। निविदा सूचना में वर्णित मात्रा/संख्या अनुमानित है। मात्रा/संख्या कमि अथवा वृद्धि हो सकती है।
16. किसी भी प्रकार के विवाद की स्थिति में न्याय क्षेत्र जोधपुर होगा।
17. सामानों/सामग्री की आपूर्ति किए जाने के दौरान कोई भी जान-माल इत्यादि टूट-फूट की जिम्मेदारी संवेदक की होगी।
18. निरीक्षण या परीक्षण के दौरान आपूर्ति की गई सामग्री उत्तम गुणवत्ता की नहीं होने पर स्वीकार नहीं की जाएगी। निविदादाता द्वारा उन्हें क्रेता अधिकारी द्वारा निश्चित किए गए समय के भीतर अपनी स्वयं की लागत पर बदला जाएगा।
19. अस्वीकृत सामग्री को निविदादाता इस आशय की सूचना प्राप्त होने से 15 दिवस के भीतर हटा लेगा, इसके बदले में क्रेता अधिकारी किसी भी प्रकार की हानि, कमी या नुकसान के लिए उत्तरदायी नहीं होगा।
20. किसी भी निविदा को स्वीकार करने एवं बिना कारण बताए निरस्त करने के समस्त अधिकार कमेटी के पास सुरक्षित है।

निविदादाता के हस्ताक्षर मय मोहर

राजस्थान लोक उपापन अधिनियम 2012 एवं नियम 2013 स संबंधित शर्तें

1. उपापन की समस्त कार्यवाही राजस्थान लोक उपापन एवं पारदर्शिता अधिनियम 2012 एवं नियम 2013 एवं एवं संशोधन के अनुरूप की जायेगी।
2. उपापन की विषयवस्तु के लिए खुली प्रतियोगी बोली के द्वारा दर संविदा की जा रही है। जिसकी अवधि वर्ष 2023–2024 के लिये होगी, किन्तु अपरिहार्य कारणों से इस अवधि को बढ़ाया जा सकता है।
3. संशर्त बोलीयां अस्वीकार किये जाने योग्य होगी।
4. उपापन प्रक्रिया में यदि आवश्यक हो तो नियमानुसार अपील की जा सकती है।
5. उपापन संस्था के समस्त अधिकारी, कर्मचारी तथा उपापन प्रक्रिया में भाग लेने वाला बोलीदाता या कोई भी व्यक्ति नियमों में उल्लेखित “सत्य निष्ठा सहिता” की पालना करेगा। सत्य निष्ठा के किसी भी उपलब्ध के भंग होने की दशा में उपापन संस्था नियमानुसार समुचित कार्यवाही कर सकेगी।
6. उपापन संस्था या उसके कार्मिक और बोली लगाने वालों के मध्य नियमानुसार हितविरोध की स्थिति उत्पन्न नहीं होनी चाहिए।
7. बोली लगाने वालों के द्वारा प्रस्तुत बोली की वैधता अवधि समान्यतः 90 दिवस की होगी। विशेष परिस्थितियों में उपापन संस्था कालावधि में विस्तार कर सकेगी। तत्पश्चात जिन्होंने अवधि विस्तार हेतु सहमति जताई हो, उन्हीं बोलीयों को मूल्यांकन हेतु स्वीकृत माना जायेगा।
8. एकत स्रोत उपापन या प्रतियोगी बोतचीत द्वारा उपापन पद्धतियों के सिवाय, जहां तक संभव हो बोली पूर्व प्रक्रम के पश्चात कोई बातचीत नहीं की जायेगी। मांगें जाने वाले समस्त स्पष्टीकरण बोली पूर्व को अवस्था में ही मांगें जायेंगे अन्यथा बातचीत सिर्फ विशेष परिस्थितियों में ही नियमानुसार की जा सकेगी। तत्पश्चात् कार्यवाही नियमानुसार की जावेगी।
9. उपापन संस्था वस्तु विशेष के उपापन से संबंधित प्रक्रिया में नियमानुसार गोपनीयता के संरक्षण के लिए शर्त अधिरोपित कर सकेगी।
10. यदि बोली लगाने वाला इस बात से व्यथित है कि उपापन संस्था का कोई निर्णय, कार्यवाही या लोप, जो कि राजस्थान लोक उपापन में पारदर्शिता अधिनियम या उसके अधीन जारी नियमों या मार्गदर्शन के उपबंधों के उल्लंघन में है तो वह इस हेतु पदाभिहित

- अधिकारी को नियमानुसार अपीलदायर कर सकेगा। इस हेतु नियमानुसार परिस्थितियों में समस्त कार्यवाही इस अधिनियम, नियम व मार्गदर्शन के अनुबंधों के अनुसार की जायेगी।
11. बोली दस्तावेजों में सम्मिलित सभीभागों को या दस्तावेजों को एकीकृत रूपों में समझा जावेगा।
 12. अनुबंध न्यूनतम कीमत वाली या सर्वाधिक लाभप्रद बोली लगाने वाले के साथ, उपापन की विषयवस्तु की मात्रा, स्थान और समय के लिए प्रतिबद्धता के बिना की जायेगी।
 13. जब कभी आवश्यक हो उपापन की विषयवस्तु की अपेक्षित मात्रा के प्रदाय के लिए संविदा धारक फर्म को संविदाकृत कीमत पर प्रदाय का स्थान, परिदान अनुसूची इत्यादि वर्णित करते हुए प्रदाय आदेश दिया जायेगा।
 14. परिसमापित नुकसानी के लिए उपलब्ध नियमानुसार लागू रहेंगे।
 15. कीमत गिरने का खण्ड दर संविदाओं में कीमत सुरक्षा क्रिया विधि है और यह उपबंध करता है कि यदि दर संविदा धारक, दर संविदा के चालू रहने के दौरान किसी भी समय राज्य में किसी को दर संविदा कीमत से कम कीमत पर सामान माल, संक्रर्मों या सेवाएँ देने के लिए उसकी कीमत कोट (Quote) करता है कम करता है, तो उस दर संविदा के अधीन उपापन की विषयवस्तु के समस्त परिदान के लिए दर संविदा कीमत, कीमत कम करने या कोट संविदा के अधीन उपापन की विषयवस्तु के परिदान के लिए दर संविदा कीमत, कीमत कम करने या कोट (Quote) करने की तारीख से स्वतः कम हो जायेगी और दर संविदा तदानुसार संशोधित की जायेगी समानान्तर दर संविदा धारण करने वाली फर्मों को भी कम की हुई कीमत अधिसूचित कर के अपनी कीमत कम करने का अवसर देते हुए पुनरीक्षित कीमत की उनकी स्वीकारोक्ति से सूचित करने के लिए 15 दिन का समय दिया जायेगा। इसी प्रकार यदि कोई समानान्तर दर संविदा धारक फर्म, दर संविदा के चालू रहने के दौरान अपनी कीमत कम करती है तो उसकी कम की गई दरें अन्य सामानान्तर दर संविदा धारक फर्म और मूल दर संविदा धारक फर्म को अपनी दरेंतत्समय कम करने के लिए संसूचित की जायेगी। यदि कोई दर संविदा धारक फर्म, कीमत कम करने के लिए सहमत नहीं होती है तो उनके साथ आगे और संव्यवहार नहीं किया जायेगा।
 16. निविदा के प्रत्येक पृष्ठ पर निविदादाता के हस्ताक्षर होने चाहिए।

17. जिस निविदादाता का निविदा में सफल घोषित किया जाता है तो उस निविदादाता को निर्धारित प्रारूप में अनुबंध करना होगा। अनुबंध भंग करने की दशा में निविदा की सुरक्षा राशि जब्त कर नियमानुसार आवश्यक कार्यवाही की जावेगी।
18. दरें F.O.R. “सेन्टर ऑफ एक्सीलेन्स एण्ड रिसर्च, मौलाना आजाद विश्वविद्यालय, बुझावड़, तहसील लूणी, जिला जोधपुर” पर करनी होगी दरें समस्त करों सहित प्रस्तुत की जावें।
19. विलम्ब से प्रस्तुत किए जाने वाली सामाग्री पर नियमानुसार परिसमापित नुकसानी (Liquidated Damages) के आरोपित की जावेगी।
20. सफल निविदादाता को विहित प्रारूप में राशि रू. 500/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर करार निष्पादित करना होगा जिसका समस्त व्यय बोलीदाता द्वारा वहन किया जायेगा।

निविदादाता के हस्ताक्षर मय मोहर

1. **INSTRUCTION TO BIDDERS (ITB)**

1) **Sale of Bidding/ Tender Documents**

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) The bid document is also available on the university website <http://mauj.ac.in/cerc>
- b) The prospective bidders shall be permitted to download the bidding document from the websites and pay the bid fee before scheduled date and time mentioned in the bid Document, in the form of DD/ Banker's cheque.

Bid Prices

- a) The prices quoted by the bidder in the bid Submission Sheet and in the Price Schedules shall conform to the requirements specified in bid document.
- b) Prices quoted by the bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.
- c) All rates quoted must be F.O.R. destination and should include GST and all charges. No cartage or transportation charges will be paid by Procuring Entity and the delivery (including unloading and stacking etc.)Of the Goods/Items/Material shall be given at the designated premises of the Procuring Entity.

2) **Changes in the Bidding Document**

- a) At any time, prior to the deadline for submission of bids, the Procuring Entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the Procuring Entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the Procuring Entity may, prior to the last date for submission of bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their bids.

3) **Period of Validity of Bids**

- a) Bids submitted by the bidders shall remain valid for 90 days. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive bid.
- b) Prior to the expiry of the period of validity of bids, the Procuring Entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional

specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of bid but in such circumstances bid security shall not be forfeited.

4) **Submission of Bid**

- a) Bidder must download physically tender copy on university website <http://mauj.ac.in/cerc> and submit physically copy submit their bid offline at university address.
- b) All prospective bidders are advised to carefully go through the bid document available on the university websites as mentioned in the bid-document so that they will come to know what exactly is required. While bidders submitting their bids physically shall follow the physically bid submission procedure as specified on the University Website i.e. <http://mauj.ac.in/cerc>.
- c) Technical bid containing Eligibility Criteria and technical aspects/information/documents should be separately submitted and financial bid shall also be submitted separately along with respective associated documents as mentioned in the bid document.
- d) While submitting the complete bid document as mentioned above instruments for tender fee amount and bid security fee amount should be physically submitted to the P.E. on or before mentioned date and time failing which the bid shall not be opened.
- e) Financial bids shall be opened of only bidders qualified technically and fulfilling eligibility criteria. The date of opening for which shall be intimated later on.

5) **Alternative/Multiple bids**

Alternative/multiple bid shall not be considered at all

6) **Bid Security**

- a) Every bidder participating in the procurement process.
- b) The **bid security shall be 2% of the estimated bid value i.e. Rs. 31,000/-**. In case of:
 - a. Small Scale Industries (SSI) of Rajasthan it shall be 0.5% of estimated bid value i.e. Rs. 7750/- and
 - b. In case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of Estimated bid value i.e. Rs. 15,500/-.
 - c. Every bidder, if not exempted participating in the procurement process shall be required to furnish the bid security as specified in the NIB.
- c) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- d) The bid security taken from a bidder shall be forfeited in the following cases, namely: -
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, within the specified period;
 - c. When the bidder fails to commence the work and provide deliverables within time specified as per Letter of Intent/ LOA/ Work Order/agreement executed.

- d. when the bidder does not deposit the performance security within specified period after the Letter of Intent/ LOA/ Work Order/agreement executed; and
 - e. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document/in the Act, chapter VI of the RTPP Rules.
 - f. If the bidder does not accept the correction of Its Bid Price pursuant to the relevant bidding document. [Correction of Arithmetical Errors].
- e) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
 - f) No interest shall be payable on the bid security.
 - g) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
 - h) The Procuring Entity shall return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement/bid process; or

7) Opening of Bids

- a) The bids shall be opened by the Purchase Committee on the date and time mentioned in the NIB in the presence of the Bidders or their authorised representatives who choose to be present.
- b) Only Technical bids will be opened first and P.E. will evaluate Technical Bids received as per criteria set-forth in this Bid Document or RTPP Rules.
- c) The Financial Bid shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bid.
- d) The purchase committee may co-opt experienced persons in the committee to conduct the process of bid opening.
- e) The committee shall conduct a preliminary scrutiny of the opened technical bids to assess the prima-facie responsiveness and ensure that the: -
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, relevant duly filled in documents as per annexure(s) given in the Bid Document;
 - b. bid is valid for the period, specified in the bidding document;
 - c. Bid is unconditional and the bidder has agreed to give the required performance security or performance security declaration; and other conditions, as specified in the bidding document are fulfilled.
 - d. Any other information which the committee may consider appropriate through e-Proc method.

8) Selection Method

Lowest financially evaluated of item wise rate to be procured & technically responsive bidder shall be selected for award of contract.

9) Clarification of Bid

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The Committee's request for clarification and response of bidder shall be thorough physically.
- b) Any clarification submitted by the bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the price or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic error discovered by the committee in the evaluation of the financial bid.

10) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- a. The DPC shall determine the responsiveness of a bid on the basis of bidding document and the provisions of pre-qualification/eligibility criteria of the bidding document.
- b. A responsive bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 2. limits in any substantial way, inconsistent with the bidding documents, the Procuring Entity's rights or the bidder's obligations under the proposed contract; or
 - ii. If rectified, shall unfairly affect the competitive position of other bidders presenting responsive bids.
- d. The DPC shall examine the technical aspects of the bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The Procuring Entity shall regard a bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the bid.

b) Non-material Non-conformities in Bids

- a. Provided that a bid is substantially responsive, the Procuring Entity may waive any nonconformity (with recorded reasons) in the bid that does not constitute a material deviation, reservation or omission.
- b. The Procuring Entity may request the bidder to submit the necessary information or documentation, on or before specified date/time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
- c. The DPC may rectify non-material non-conformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

Note: In case of above situation, all the clarification/information/documents sought by the DPC shall be uploaded on e-Proc website for specific bidder(s) and within the specified date/time the bidder(s) has/have to respond with sought information/documents in proper manner.

c) Tabulation of Technical Bids

If Technical Bids have been invited, they shall be tabulated by a Committee constituted on behalf of PE in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

- d) The number of firms qualified in bid evaluation, if less than three and it is considered necessary by the Procuring Entity to continue with the procurement/bid process, reasons shall be recorded in writing and included in the record of the procurement/bid proceedings.
- e) Financial bids of those bidders, who technically qualify, will only be opened by the DPC.

11) Evaluation & Tabulation of Financial Bids

Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the Procuring Entity shall take following actions for evaluation of financial bids:-

- a) The financial bids of the bidders who qualified in bid examination shall be opened at the notified time, date and place by the DPC in the presence of the bidders or their representatives who choose to be present;
- b) The process of opening of the financial bids shall be similar to that of technical bids.
- c) conditional bids are liable to be rejected;
- d) The examination shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities
- e) The offers shall be examined on the Individual item basis L1, L2, L3 etc.
- f) The Committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial bids and recommend the lowest offer for acceptance to the Procuring Entity, if price is the only criterion, or most advantageous bid in other case;

- g) The members of DPC shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.
- h) It shall be ensured that the offer commended for sanction is justifiable looking to the prevailing market rates of the goods/Items/Material, works or service required to be procured.

12) Correction of Arithmetic Errors in Financial Bids

The committee shall correct arithmetical errors in substantially responsive bids, on the following basis, namely: -

- a) if there is a 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 committee 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;
- b) 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
- c) 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 clause (a) and (b) above.

If the bidder who submitted the lowest examined bid 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.

13) Price/Purchase preference in evaluation

Purchase preference notified by the State Government (GoR) Price and/or purchase preference policy for MSME enterprises (as per circular on November 2019, 2015 and August 29, 2018) and any other notification issued by GoR for price/purchase preference and as mentioned in the bidding document shall be considered in the evaluation of bid and award of Rate contract.

14) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiation shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the DPC, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

- e) Negotiations shall not make the original offer made by the bidder inoperative. The DPC shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the DPC may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

15) Exclusion of Bids/ Disqualification

- a) A Procuring Entity shall exclude/ disqualify a bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the Procuring Entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement/bid process;
 - f. A bidder, in the opinion of the Procuring Entity, has a conflict of interest materially affecting fair competition.
- b) A bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a Procuring Entity to exclude a bid shall be for reasons to be recorded in writing and shall be: -
 - a. communicated to the concerned bidder;
 - b. Published on the State Public Procurement Portal, if applicable.

16) Lack of competition

- a) A situation may arise where, if after evaluation of bids, the DPC may end-up with one responsive bid only. In such situation, the DPC would check as to whether while floating the NIB all necessary

requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of bids, etc. Were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive bid, provided that: -

- a. the bid is technically qualified;
 - b. the price quoted by the bidder is assessed to be reasonable;
 - c. the bid is unconditional and complete in all respects;
 - d. there are no obvious indicators of cartelization amongst bidders; and
 - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The DPC shall prepare a justification note for approval by the next higher authority of the Procuring Entity, with the concurrence of the accounts member.
 - c) In case of dissent by any member of DPC, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single bid or re-invite bids after recording reasons.
 - d) If a decision to re-invite the bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

17) Acceptance of the successful Bid and award of contract

- a) The Procuring Entity after considering the recommendations of the DPC and the conditions of bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful bid. If any member of the DPC has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on bids shall be taken within original validity period of bids and time period allowed to Procuring Entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the Procuring Entity shall ensure that the price of successful bid is reasonable and consistent with the required quality.
- d) A bid shall be treated as successful only after the competent authority has approved the procurement in terms of that bid.
- e) The Procuring Entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the Procuring Entity shall inform the successful bidder, in writing, that its bid has been accepted.

- g) As soon as a bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email, called LOI and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of value mentioned in the Bid/LOI and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within no. of days as mentioned in the document from the date on which or Work Order (WO) is placed with Successful Bidder. Until a formal contract is executed, the LOA or LOI shall constitute a binding contract.
- h) The bid security of the bidders whose bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

18) Information and publication of award

Information of award of contract shall be published on the university website <http://mauj.ac.in/cerc>.

19) Right to vary quantity

- a) 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.
- b) Repeat orders for extra items or additional quantities may be placed 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. RTPP Act, 2012 and Rules, 2013. Delivery or completion period may also be proportionately increased.

20) Performance Security

- a) Prior to execution of agreement, Performance Security shall be solicited from the successful bidder except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.
- b) The amount of performance security shall be 5% of the amount of supply order.
- c) Performance security shall be furnished in demand draft only in favour of “**Centre of Excellence and Research, Maulana Azad University, Jodhpur**”
- d) Performance security furnished in the form specified in clause [a.] to [b.] of [c] above shall remain valid for a period of 60 day beyond the date of completion of all contractual obligations of the bidder, including warranty obligation and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount In full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any term and condition of the contract is breached.

- b. When the bidder fails to make complete supply satisfactorily.
- c. If the bidder breaches any provision of code of integrity, prescribed for bidder, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited if forfeited.
- g) No interest shall be payable on the PSD.

21) Execution of agreement

- a) In the written intimation of acceptance of its bid sent to the successful bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period of 7 days from the date on which the LOA is dispatched to the bidder. Until a formal contract is executed, LOA shall constitute a binding contract.
- b) If the bidder, whose bid has been accepted, fails to sign a written procurement/bid contract or fails to furnish the required Performance Security or Performance Security Declaration, as the case may be, within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.
- c) The Bid Security of the bidders whose bids could not be accepted shall be refunded/ returned soon after the contract with the successful bidder is signed and his Performance Security or Performance Security Declaration is obtained.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of appropriate amount as per Procurement Rules, however, for this procuring goods/Items/Material/Items/Material and to be purchased from anywhere in Rajasthan only.

22) Price Fall Clause

- a) The prices under rate contract shall be subject to price fall clause.
- b) The prices charged for the store supplied under rate contract by the contractor shall be in no event exceeded the lowest price at which the contractor sells or even offer the rates for the stores of identical description to any- one in the State during the currency of the rate contract.
- c) If the rate contract holder reduces or sell or even offers the sale price of such stores at a price lower than the price chargeable under this rate contract to any- one in the State at any time during the currency of the rate contract, he shall forthwith notify such reduction or sales to the department and the price payable under the rate contract for the stores supplies after the date of coming in to force of such reduction, the rate contract price shall stand correspondingly reduced with effect from the date reducing or selling or offering lower price, for all delivery of the stores under the rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days' time to intimate their acceptance to the revised

price. Similarly, if a parallel rate contract holding firm or his authorized agent reduces the sale price of such stores or sell or even offers the rates of such stores during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to reduced price, further transaction with it, shall not be conducted.

- d) The contractor shall necessarily furnish the following information/certificate to the department with each & every supply:-

"I/We certify that the stores of description identical to the stores supplied to the Govt. under the contract herein have not been sold by me/us to any- one in the State at a price lower than the price charged to the Govt. under the contract".

It shall be responsibility of the rate contract holding firm to furnish the information/certificate on each & every invoice. If firm fails to furnish the information/certificate, payment will not be released till the receipt of information/certificate.

23) Confidentiality:

- a) Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all bidders.
- b) Any attempt by a bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of its bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.
- c) Notwithstanding as mentioned in the Bid Document, from the time of opening the bid to the time of Contract award, if any bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.
- d) In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the Procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

24) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the Procuring Entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A Procuring Entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - a. at any time prior to the acceptance of the successful bid; or
 - b. After the successful bid is accepted in accordance with (d) and (e) below.

- c) The Procuring Entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the Procuring Entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder, whose bid has been accepted as successful, fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the Procuring Entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the Procuring Entity may: -
 - a. Cancel the relevant procurement process if the bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - b. Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the Procuring Entity and the convicted bidder.

25) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) Any person participating in the procurement process shall -
 - I. 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;
 - II. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - III. not indulge in any collusion, bid rigging or anti- competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - IV. not misuse any information shared between the Procuring Entity and the bidders with an intent to gain unfair advantage in the procurement process;
 - V. 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;
 - VI. not obstruct any investigation or audit of a procurement process;
 - VII. disclose conflict of interest, if any; and
 - VIII. 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.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the Procuring Entity may take appropriate measures including: -
 - a. exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;

- c. forfeiture or encashment of any other security or bond relating to the procurement;
- d. recovery of payments made by the Procuring Entity along with interest thereon at bank rate;
- e. cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
- f. Debarment of the bidder from participation in future procurements of the Procuring Entity for a period not exceeding three years.

26) Conflict of 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 compliance with applicable laws and regulations.

A bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not 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 this 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 decisions of the Procuring Entity regarding this bidding process; or
- e. The bidder participates in more than one bid in this 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/Items/Material/Items/Material and Services that are the subject of the bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.
- h. The bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and as stated above in this Clause along with its bid, in the format specified in Section IV, Bidding Forms.

27) Breach of Code of Integrity by the Bidder:

Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a bidder or prospective bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

28) Interference with Procurement Process

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
 - b) withdraws from the procurement process after being declared the successful bidder;
 - c) fails to enter into procurement contract after being declared the successful bidder;
 - d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,
- shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to ten per cent of the assessed value of procurement, whichever is less.

29) Grievance handling procedures during procurement process (Appeals)

Any grievance of a bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the bid, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix to this bid

30) Offenses by Firms/ Companies

- a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
 - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
 - b. "Director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

31) Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or

- b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any Procuring Entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a Procuring Entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a Procuring Entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the Procuring Entity for a period not exceeding three years.
- e) The State Government or a Procuring Entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

Date

Place

Sign and Seal of the Bidder

बोलीदाता के हस्ताक्षर

मय सील

मो.न.

ई-मेल आईडी

पूरा नाम पता

अधिकृत प्रतिनिधि / स्वयं प्रोपराईटर (जो लागू नही हो काट दे)

GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

(Bidders should read these conditions carefully and comply strictly while submitting their bids.)

Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods/Items/Material/Items/Material from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods/Items/Material" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods/Items/Material and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods/Items/Material/Items/Material, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to which any part of the Goods/Items/Material to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note:The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods/Items/Material to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the bid and signing the contract refer the same to the Procuring Entity and get clarifications.

1) Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2) Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) Service of Notice, Documents & Orders

- a) A notice, document or order shall be deemed to be served on any individual by -
 - a. delivering it to the person personally; or
 - b. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
 - c. On a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.
- b) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.

5) Scope of Supply or Schedule

- a) Subject to the provisions in the bidding document and contract, the goods/Items/Material and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods/Items/Material and related services as if such items were expressly mentioned in the Contract.
- c) The successful bidder has to supply goods/Items/Material within the period as mentioned in the bid document.

6) Delivery

- a) Subject to the conditions of the contract, the delivery of the goods/Items/Material and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer/PE, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

7) Supplier's/ Selected Bidder's Responsibilities

The Supplier/ Selected Bidder shall supply all the goods/Items/Material and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

8) Purchaser's Responsibilities

Whenever the supply of goods/Items/Material and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

9) Contract Price

- a) The Contract Price shall be paid as specified in the contract.
- b) Prices charged by the Supplier/ Selected Bidder for the Goods/Items/Material delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid.

10) Recoveries from Supplier/ Selected Bidder

- a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.
- b) Amount may also be withheld to the extent of short supply, breakages, and 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.
- c) In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

11) Taxes & Duties

- a) Tax shall be deducted at source by PE as per prevailing rates.
- b) For goods/Items/Material supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods/Items/Material supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods/Items/Material to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

12) Copyright

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Procuring Entity. The information or data is IPR of Government of Rajasthan which cannot be copied or transmitted in any form to any entity.

13) Confidential Information

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - i. the Purchaser or Supplier/ Selected Bidder need to share with other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

14) Specifications and Standards

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings
 - i. The Supplier/ Selected Bidder shall ensure that the goods/Items/Material and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

- iii. The goods/Items/Material and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods/Items/Material.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

15) Inspection

- a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the quality of job work being done. Inspection shall be made at suppliers/ selected bidder's established setup as mentioned in the bid.
- b) The supplier/ selected bidder shall furnish complete address of the premises of his office established in the districts itself where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- c) After successful inspection, it will be suppliers/ selected bidder's responsibility to dispatch supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

16) Testing charges

Testing charges shall be borne by the Government for supply of paper used in printing, photocopying, checklist etc. In case of test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the selected bidder and the lot shall be resupplied at the cost of bidder to the PE.

17) Rejection

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of PE's work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 7 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 selected bidder's risk and on his account.

18) Delivery period & Extent of Quantity – Repeat Orders

- a) The time specified for delivery shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.
- b) The selected bidder shall arrange supplies within the stipulated time period.
- c) If the orders are placed in excess of the quantities, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the bidding document. If the bidder 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 bidder.

19) Transportation

The supplier/ selected bidder shall be responsible for transport and delivery of the Goods in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

20) Payment Terms and Condition :

Payment will be made after receipt of ordered Goods in good conditions & as per specification, subject to the availability of budget provision. No Advance payment shall be made.

21) PENALTIES:

I. Risk and Cost:

In case, the contractor doesn't supply the goods as required by PE within the stipulated period, the work can be allotted to other firm at the risk and cost of the contractor firm and his Performance Security will be forfeited. Action as per RTTP Act, 2012 and thereto Rules, 2013 shall be taken.

II. Liquidated Damages (LD):

- a) 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 bidder has failed to supply/ install/ complete:-
 - delay up to one fourth period of the prescribed delivery period: 2.5%
 - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
 - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
 - delay exceeding three fourth of the prescribed period: 10%
- b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c) The maximum amount of liquidated damages shall be 10% of the contract value.
- d) 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.

e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods/Items/Material is on account of hindrances beyond the control of the bidder.

22) Bidders must make their own arrangements to obtain import licence, if necessary & applicable. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid 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 bid issued by the Procuring Entity.

23) Settlement of Disputes/Dispute Resolution Mechanism: If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Registrar, Maulana Azad University, Jodhpur whose decision shall be final and abided by all.

24) Legal Proceedings: All legal proceedings, if necessary arise to institute may by any of the parties **Registrar, Maulana Azad University, Jodhpur** shall have to be lodged in courts situated at Jodhpur, (Rajasthan) and not elsewhere.

25) Patent Indemnity

a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -

i. The installation of the Goods/Items/Material by the supplier/ selected bidder or the use of the Goods/Items/Material in the country where the Site is located; and

ii. The sale in any country of the products produced by the Goods/Items/Material.

Such indemnity shall not cover any use of the Goods/Items/Material or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods/Items/Material or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.

b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

- c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days or no. of days as decided by the PE after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser/PE shall be free to conduct the same on its own behalf.
- d) The Purchaser/PE shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser/PE shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

26) Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its Performance Security deposited, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the purchaser in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by purchaser, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the purchaser, the purchaser may take the case with the supplier/ selected bidder on similar lines.

27) Termination

a) Termination for Default

1. The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - i. if the Supplier fails to deliver any or all of the Goods/Items/Material and/ or Related Services within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to the clause mentioned in the bid document;
or
 - ii. If the Supplier fails to perform any other obligation under the Contract.
 - iii. If the Supplier, in the judgment of the Procuring Entity has breached any provision of the Code of Integrity, as defined in the Act, the Rules and Code of Integrity, in competing for or in executing the Contract.
2. In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to clause mentioned in Bid Document, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods/Items/Material and/ or the Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods/Items/Material or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.

b) Termination of insolvency

The Procuring Entity may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.

c) Termination of Convenience

- i. The Procuring Entity has sole right to cancel any bid or all bids or the contract at any time without assigning any reason or any other new requirement or work/job emerged which has not been covered in the existing work mentioned in the bid.
- ii. The Procuring Entity, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination may specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- iii. The Goods/Items/Material which have been shipped or dispatched at the time of Supplier's receipt of the Notice of termination may be accepted by the Procuring Entity at the Contract terms and prices.

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

DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS DECLARATION BY THE BIDDER

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;

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. 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;
3. 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;
4. 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;
5. 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 with seal

Place :

Name :

Designation :

Address :

GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The Designation and address of the First Appellate Authority is **Registrar, Maulana Azad University, Jodhpur.**

The Designation and address of the Second Appellate Authority is **Chairperson, Maulana Azad University, Jodhpur.**

1. 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 filled only by a Bidder whose Technical Bid is found to be acceptable.

2. 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.
3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

ADDITIONAL CONDITIONS OF CONTRACT

1. 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.

2. 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 50% 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.

3. 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.

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

I / We declare that I am / We are bonafide
/Manufacturer/Whole Sellers/ Sole Distributors/ Authorised Dealer/ Dealers/ Sole Selling/
Marketing Agent in the Good/Stores/Equipments/Furniture's 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

FORM No. 1

[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No of

Before the

(First / Second Appellate Authority)

First Appellate Authority and Second Appellate Authority (As mentioned in BDS)

1. Particulars of appellant:

i. Name of the appellant :

ii. Official address, if any :

iii. Residential address :

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

i.

ii.

iii.

3. Number and date of the order appealed against and name and designation of the officer/authority that passed the order (enclose 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:

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

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

6. Grounds of appeal:

.....

.....(Supported by an affidavit)

7. Prayer:

.....

.....

Place

Date

AGREEMENT
(See Rule 68)

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 **Maulana Azad Univeristy, Jodhpur**(hereinafter called "**Maulana Azad Univeristy Jodhpur**" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) on the other part.

2. Whereas the approved Supplier has agreed with the **Maulana Azad University, Jodhpur** to provide services ofto the "**Centre of Excellence and Research, Maulana Azad University, Jodhpur**"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 as per approval letter of the said schedule.

3. And whereas the approved Supplier has deposited a sum of Rs.only, against security deposit, in D.D./B.C

(1) Bank Draft/Banker Cheque/FDR/BG No.dated Rs. and
dated Rs.

(2) Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority.

(3) National Savings Certificated/Defence Savings Certificates, Kissan Vikas Patras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at their surrender value) as security ofr the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.

4. Now these Presents witness :

(1) In consideration of the payment to be made by the Government throughat the rates set forth in the Schedule hereto appended the approved supplier will duly complete the said supply set forth in approval letter and work order thereof in the manner set forth in the conditions of the tender and contract.

(2) The conditions of the tender and contract for open tender enclosed to the tender notice No.dated..... and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

(3) Letters Nos quotation received from tendered and letters nos.....dated..... issued by the Government and appended to this agreement shall also form part of this agreement.

(4) (a) The Government do hereby agree that if the approved supplier shall duly complete the said work in the manner aforesaid above and keep the said terms and conditions, the Government will throughpay 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.

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

1. Payment will be made, after satisfactory Work/services as per work order, subject to the availability of budget.

5. The work shall be effected and completed within the period noted below from the date of order:-

S.No.	Items Quantity	Delivery period	"As per work order."
6. (1) (i)	In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply:		
(a)	Delay upto one fourth period of the prescribed delivery period		2 ¹ / ₂ %
(b)	Delay exceeding one fourth but not exceeding half of the prescribed delivery period		5%
(c)	Delay exceeding half but not exceeding three fourth of the prescribed delivery period.		7 ¹ / ₂ %
(d)	Delay exceeding three fourth of the prescribed delivery 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 hinderences, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hinderence but not after the stipulated date of completion of delivery period.

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

7. The RTPP Act, 2012 & thereto, Rules, 2013 promulgated, their amendments issued by the State Government shall also be the part of this contract agreement.

8. 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 set their hands on theday of

Signature of the **approved Contractor**(With Stamp)

Signature for and on behalf Governor

Witness No. 1

1. Witness

Witness No. 2

2. Witness

क्रय किये जाने वाले स्टील एवं वुडन फर्नीचर की संख्या व स्पेसीफिकेशन

S.No	Item	Qty
01	<p>Executive High Back Revolving Chair :Overall Size (approx):-H: 102.0 – 119.0x W:75 x D:75 (cm) Seat Height:- 45.0-55.0 (cm) Material Description:</p> <ul style="list-style-type: none"> • Wide upper back and contoured seat leatherette. • Knee Tilt Synchronous mechanism, • Seat depth adjustment, • Chrome- Plated pedestal, • Arm Material: Soft touch adjustable PU armrest, • Front Pivot Synchro Mechanism: This mechanism helps you experience the effect of your body angle opening out, for maximum relaxation, while your feet remain firmly on the ground. • 5- Position Locking: The backrest can be locked in 5 different positions, giving you firm support for concentrated work. Its anti-shock mechanism prevents the backrest from impacting the user when the lock is released. • Moulded Foam: The seat and the backrest are made up of moulded polyurethane foam of the right density and thickness, which not only gives you a soft feeling on first contact but also provides a firm support to ensure hours of comfortable seating. • 'Cushioning: PU foam having density of 40 kg/m³ for back and 50 kgs/m³ for seat. Average thickness of foam not less than 50 mm ± 10 mm Polly foam. • Swivel Mechanism: The swivel mechanism allows for a complete 360 lateral movement. This prevents you from straining over your willers and back to reach out for papers and phones kept on either side of your table, ensuring mobility while working. • Twin Wheel Castors: The twin wheel castor facilitates ease of movement. 	01
02	<p>Executive Mid Back chair :Overall Size (approx):-H: 92.0 – 110.0x W: 75 x D: 75 (cm) Seat Height: - 45.0-55.0 (cm) Material Description:</p> <ul style="list-style-type: none"> • Wide upper back and contoured seat leatherette. • Knee Tilt Synchronous mechanism, • Seat depth adjustment, • Chrome- Plated pedestal, • Arm Material: Soft touch adjustable PU armrest, • Front Pivot Synchro Mechanism: This mechanism helps you experience the effect of your body angle opening out, for maximum relaxation, while your feet remain firmly on the ground. • Moulded Foam: The seat and the backrest are made up of moulded polyurethane foam of the right density and thickness, which not only gives you a soft feeling on first contact but also provides a firm support to ensure hours of comfortable seating. • 'Cushioning: PU foam having density of 40 kg/m³ for back and 50 kgs/m³ for seat. Average thickness of foam not less than 50 mm ± 10 mm Polly foam. • Swivel Mechanism: The swivel mechanism allows for a complete 360 lateral movement. This prevents you from straining over your willers and back to reach out for papers and phones kept on either side of your table, ensuring mobility while working. • Twin Wheel Castors: The twin wheel castor facilitates ease of movement. 	10
03	<p>Executive Visitor Chair : Overall Size (approx): H: 89.5 X W: 61.4 X D: 64.5 (cm) Seat Height: 46.5 (cm)Material Description:</p> <ul style="list-style-type: none"> • Frame structure: Seat and, back from hot mould plywood of minimum 12 mm thickness of ergonomic design to avoid back pain. • Steel frame: Main frame of Ø25mmx 2.0 mm (14 swg) thick. ERW prime quality round tube. • 'Tapestry: Minimum average weight required 400 to 490 gms per sq. mtr. Tapestry will be tested quality such as stain test, ultra violet test, glue test and color fastening with average weight of 450 grams per square meter. (All the stitches of seat and back boarder will be covered by plastic beading of black covered for elegant look.) • Thick cushion and wider contoured seat a back, • 'Cushioning: PU foam having density of 40 kg for back and 50 kgs/m³ for seat. Average thickness of foam not less than 50 mm + 10 mm Polly foam. • Arm rest material: poly propylene abuse resistive armrest. • User friendly levers, • Back button adding aesthetics, • 100% VOC free powder coating. 	20
04	<p>Executive Visitor chair: Overall Size (approx): H: 80.5 x W: 55 x D: 61 (cm) Seat Height: 44 (cm) Material Description:</p> <ul style="list-style-type: none"> • Frame structure: Seat & back from hot mould plywood of minimum 12 mm thickness of 	20

	<p>ergonomic design to avoid back pain.</p> <ul style="list-style-type: none"> • Steel frame: Main frame of Cantilever type Ø25mmx 2.0mm (14 swg) thick. ERW prime quality round tube. • Tapestry: Tapestry will be tested quality such as stain test, ultra violet test, glue test and color fastening with average weight of 450 grams per square meter. (All the stitches of seat and back boarder will be covered by plastic beading of black cover for elegant look. • Cushioning: PU foam having density of 40 kg for back and 50 kgs /m3 for seat. Average thickness of foam not less than 50 mm + 10 mm Polly foam. • Arm rest material: single piece round soft virgin quality PU handle reinforced within built steel rib. • Finishing of the steel parts: All steel parts will be epoxy polyester powder coated to the thickness not less than 50 microns finish after 10 tank anti-rust treatment and B grade phosphating (in house) & same will be demonstrated to the purchaser during pre-dispatch Inspection. 	
05	<p>Office Almira without Locker Multipurpose storage cabinet with 4 shelves adjustable shelves making 5 compartments. Overall size: H-1980 × W-915 × D-485(mm) (H-78"×W-36"× D-19") Material Specifications:</p> <ul style="list-style-type: none"> • The cupboard will have welded construction with MIG welding process. • The material used for constructing the cupboard will be prime quality Cold Rolled Close Annealed (CRCA) Steel. • The doors provided will be full height steel hinged doors. • The handle & key hole cover provided will be of latest design, easy to grip, sleek and elegant look. • It will have a 3 way shooting bolt locking mechanism, minimum 6 levers with S.S. duplicate keys. • Shelving: Adjustable shelves with minimum 8 bends. The UDL capacity per full shelf will be not less than 40 Kg. • All steel parts will be epoxy polyester powder coated to the thickness not less than 50 microns finish. 	2
06	<p>Office Almira with Locker Multipurpose storage cabinet with 2 adjustable shelves and 1 full locker. Overall size: H-78" × W-36" × D-19" Material Specifications:</p> <ul style="list-style-type: none"> • The cupboard will have welded construction with MIG welding process. • The material used for constructing the cupboard will be prime quality Cold Rolled Close Annealed (CRCA) Steel. • The doors provided will be full height steel hinged doors. • The handle & key hole cover provided will be of latest design, easy to grip, sleek and elegant look. • It will have a 3 way shooting bolt locking mechanism, minimum 6 levers with S.S. duplicate keys. • Shelving: Adjustable shelves with minimum 8 bends. The UDL capacity per full shelf will be not less than 40 Kg. • All steel parts will be epoxy polyester powder coated to the thickness not less than 50 microns finish. 	5
07	<p>Rack (Open type) With 6 shelves (22 swg) 78" x 36" x 15" Material specification Angle: 40 x 40 x 2 mm (4 nos.) Shelves: 36" x 18" (22 swg. 6 nos., 8 bend) Corner plate: 8 nos. Galvanized Nuts & bolts: 64 nos. Shoes: 4 nos.</p> <ul style="list-style-type: none"> • The raw material used is PRIME quality CRCA. • Finishing: All steel parts are epoxy Polyester Powder Coated to the thickness of 50 microns finish. 	10
08	<p>Office Table Overall Size: 1520L x 760D x 750H mm 60"L x 30"D x 29.5"H inch Material Description:-</p> <ul style="list-style-type: none"> • Main top of 25mm thick. Wood based high quality Pre-laminated Particle Board(PLB) of TESA with 2mm PVC edge band by hot melt glue process for beading all over edge. • Table top C frame of 20swg. CRCA sheet IS 513. • Leg tube & footrest of 25 x 25x 1.2mm thick (18swg.) ERW square MS tube. • 3 Drawer unit & Locker unit manufactured from CRCA sheet IS 513 in required swg with good quality cam locking & PVC Handle. • Good quality PVC shoes at bottom. • All steel parts will be epoxy polyester powder coated to the thickness not less than 50 microns finish. 	06
09	<p>Wooden Computer Table with wheel castors Overall Size: W-1200 x D-600 x H-750(mm) [48" x 24"] Material Description:</p> <ul style="list-style-type: none"> • All material of 18Mm thick. Wood based high quality Pre- laminated particle board (PLB) 	02

	<p>of TESA with side edge sealed with 1Mm & 2mm thick PVC edge band by hot melt glue process.</p> <ul style="list-style-type: none">• All panel will be both side same lamination.• Drawer on telescopic channel with SS handle & locking arrangement.• Good quality wire manager.• Good quality telescopic channel (EBCO) for key board tray.• Good quality castor wheel at bottom.• Knock down design.	
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कुल संख्या आवश्यकतानुसार घटायी/बढ़ाई जा सकती है।

नोट :- क्रय समिति, स्टील एवं वुडन फर्नीचर निविदा हेतु आइटम वाईज प्राप्त (L-1) न्यूनतम राशि रहने वाली फर्म को क्रय आदेश देने के लिये अधिकृत है।

निविदा दाता के हस्ताक्षर

Annual Turnover Statement

The annual turnover of M/s.....
for the past three years are given below and certified that the statement is true and correct.

S.No.	Financial Year	Turnover Rs.
1	2020-21	Rs. _____
2	2021-22	Rs. _____
3	2022-23	Rs. _____
Total		Rs. _____

Three Year Annual Average turnover per annum Rs. _____

Date :

Place :

Signature of Auditor/Seal
Chartered Accountant
(Name & Address)
Membership No.
Tel No.
Mob. No.
UDIN No.



(Financial Cover)

सेन्टर ऑफ एक्सीलेन्स एण्ड रिसर्च

मौलाना आजाद विश्वविद्यालय, जोधपुर

वित्तीय बोली प्रारूप (Financial Bid)

स्टील एवं वुडन फर्नीचर का क्रय एवं आपूर्ति

- निविदादाता का नाम व पता
- निविदा सूचना संख्या 01 / 2023–2024

S.No	Item	Unit	Qty	Per Unit Rate to be quoted by the contractor(Including all govt taxes, transportation, labour charges and also including in GST.)	Total Amount Quoted by the contractor(Including all govt taxes, transportation, labour charges and also including in GST.)
1	2	3	4	5	6 = Col. 6x4
1	<p>Executive High Back Revolving Chair : Overall Size (approx):-H: 102.0 – 119.0x W:75 x D:75 (cm) Seat Height:- 45.0-55.0 (cm) Material Description: • Wide upper back and contoured seat leatherette. • Knee Tilt Synchronous mechanism, • Seat depth adjustment, • Chrome- Plated pedestal, • Arm Material: Soft touch adjustable PU armrest, • Front Pivot Synchro Mechanism: This mechanism helps you experience the effect of your body angle opening out, for maximum relaxation, while your feet remain firmly on the ground. • 5- Position Locking: The backrest can be locked in 5 different positions, giving you firm support for concentrated work. Its anti-shock mechanism prevents the backrest from impacting the user when the lock is released. • Moulded Foam: The seat and the backrest are made up of moulded polyurethane foam of the right density and thickness, which not only gives you a soft feeling on first contact but also provides a firm support to ensure hours of comfortable seating. • 'Cushioning: PU foam having density of 40 kg/m³ for back and 50 kgs/m³ for seat. Average thickness of foam not less than 50 mm ± 10 mm Polly foam. • Swivel Mechanism: The swivel mechanism allows for a complete 360 lateral movement. This prevents you from straining over your willers and back to reach out for papers and phones kept on either side of your table, ensuring mobility while working. • Twin Wheel Castors: The twin wheel castor facilitates ease of movement.</p>	Nos.	1		

2	<p>Executive Mid Back chair : Overall Size (approx):-H: 92.0 – 110.0x W: 75 x D: 75 (cm) Seat Height: - 45.0-55.0 (cm)Material Description:• Wide upper back and contoured seat leatherette. • Knee Tilt Synchronous mechanism, • Seat depth adjustment, • Chrome- Plated pedestal, • Arm Material: Soft touch adjustable PU armrest, • Front Pivot Synchro Mechanism: This mechanism helps you experience the effect of your body angle opening out, for maximum relaxation, while your feet remain firmly on the ground. • Moulded Foam: The seat and the backrest are made up of moulded polyurethane foam of the right density and thickness, which not only gives you a soft feeling on first contact but also provides a firm support to ensure hours of comfortable seating. • 'Cushioning: PU foam having density of 40 kg/m³ for back and 50 kgs/m³ for seat. Average thickness of foam not less than 50 mm ± 10 mm Polly foam. • Swivel Mechanism: The swivel mechanism allows for a complete 360 lateral movement. This prevents you from straining over your willers and back to reach out for papers and phones kept on either side of your table, ensuring mobility while working. • Twin Wheel Castors: The twin wheel castor facilitates ease of movement.</p>	Nos.	10		
3	<p>Executive Visitor Chair : Overall Size (approx): H: 89.5 X W: 61.4 X D: 64.5 (cm) Seat Height: 46.5 (cm)Material Description: • Frame structure: Seat and, back from hot mould plywood of minimum 12 mm thickness of ergonomic design to avoid back pain. • Steel frame: Main frame of Ø25mmx 2.0 mm (14 swg) thick. ERW prime quality round tube. • 'Tapestry: Minimum average weight required 400 to 490 gms per sq. mtr. Tapestry will be tested quality such as stain test, ultra violet test, glue test and color fastening with average weight of 450 grams per square meter. (All the stitches of seat and back boarder will be covered by plastic beading of black covered for elegant look.) • Thick cushion and wider contoured seat a back, • 'Cushioning: PU foam having density of 40 kg for back and 50 kgs/m³ for seat. Average thickness of foam not less than 50 mm + 10 mm Polly foam. • Arm rest material: poly propylene abuse resistive armrest. • User friendly levers, • Back button adding aesthetics, • 100% VOC free powder coating.</p>	Nos.	20		
4	<p>Visitor Chair: Overall Size (approx): H: 80.5 x W: 55 x D: 61 (cm) Seat Height: 44 (cm)Material Description:• Frame structure: Seat & back from hot mould plywood of minimum 12 mm thickness of ergonomic design to avoid back pain. • Steel frame: Main frame of Cantilever type Ø25mmx 2.0mm (14 swg)thick. ERW prime quality round tube. • Tapestry: Tapestry will be tested quality such as stain test, ultra violet test, glue test and color fastening with average weight of 450 grams per square meter. (All the stitches of seat and back boarder will be covered by plastic beading of black cover for elegant look. • Cushioning: PU foam having density of 40 kg for back and 50 kgs /m³ for seat. Average thickness of foam not less than 50 mm + 10 mm Polly foam. • Arm rest material: single piece round soft virgin quality PU handle reinforced within built steel rib. • Finishing of the steel parts: All steel parts will be epoxy polyester powder coated to the thickness not less than 50 microns finish after 10 tank anti-rust treatment and B grade phosphating (in house) & same will be demonstrated to the purchaser during pre-dispatch Inspection.</p>	Nos.	20		

5	<p>Office Almira without Locker Multipurpose storage cabinet with 4 shelves adjustable shelves making 5 compartments. Overall size: H-1980 × W-915 × D-485(mm) (H-78"×W-36"× D-19") Material Specifications:</p> <ul style="list-style-type: none"> • The cupboard will have welded construction with MIG welding process. • The material used for constructing the cupboard will be prime quality Cold Rolled Close Annealed (CRCA) Steel. • The doors provided will be full height steel hinged doors. • The handle & key hole cover provided will be of latest design, easy to grip, sleek and elegant look. • It will have a 3 way shooting bolt locking mechanism, minimum 6 levers with S.S. duplicate keys. • Shelving: Adjustable shelves with minimum 8 bends. The UDL capacity per full shelf will be not less than 40 Kg. • All steel parts will be epoxy polyester powder coated to the thickness not less than 50 microns finish. 	Nos.	2		
6	<p>Office Almira with Locker Multipurpose storage cabinet with 2 adjustable shelves and 1 full locker. Overall size: H-78" × W-36" × D-19" Material Specifications:</p> <ul style="list-style-type: none"> • The cupboard will have welded construction with MIG welding process. • The material used for constructing the cupboard will be prime quality Cold Rolled Close Annealed (CRCA) Steel. • The doors provided will be full height steel hinged doors. • The handle & key hole cover provided will be of latest design, easy to grip, sleek and elegant look. • It will have a 3 way shooting bolt locking mechanism, minimum 6 levers with S.S. duplicate keys. • Shelving: Adjustable shelves with minimum 8 bends. The UDL capacity per full shelf will be not less than 40 Kg. • All steel parts will be epoxy polyester powder coated to the thickness not less than 50 microns finish. 	Nos.	5		
7	<p>Rack (Open type) With 6 shelves (22 swg) 78 " x 36" x 15" Material specification Angle: 40 x 40 x 2 mm (4 nos.) Shelves: 36" x 18" (22 swg. 6 nos., 8 bend) Corner plate: 8 nos. Galvanized Nuts & bolts: 64 nos. Shoes: 4 nos.</p> <ul style="list-style-type: none"> • The raw material used is PRIME quality CRCA. • Finishing: All steel parts are epoxy Polyester Powder Coated to the thickness of 50 microns finish. 	Nos.	10		
8	<p>Office Table Overall Size: 1520L x 760D x 750H mm60"L x 30"D x 29.5"H inch Material Description:-• Main top of 25mm thick. Wood based high quality Pre-laminated Particle Board(PLB) of TESA with 2mm PVC edge band by hot melt glue process for beading all over edge. • Table top C frame of 20swg. CRCA sheet IS 513. • Leg tube & footrest of 25 x 25x 1.2mm thick (18swg.) ERW square MS tube. • 3 Drawer unit & Locker unit manufactured from CRCA sheet IS513 in required swg with good quality cam locking & PVC Handle. • Good quality PVC shoes at bottom. • All steel parts will be epoxy polyester powder coated to the thickness not less than 50 microns finish.</p>	Nos.	6		

9	<p>Wooden Computer Table with wheel castors Overall Size: W-1200 x D-600 x H-750(mm) [48" x 24"] Material Description: • All material of 18Mm thick. Wood based high quality Pre- laminated particle board (PLB) of TESA with side edge sealed with 1Mm & 2mm thick PVC edge band by hot melt glue process. • All panel will be both side same lamination. • Drawer on telescopic channel with SS handle & locking arrangement. • Good quality wire manager. • Good quality telescopic channel (EBCO) for key board tray. • Good quality castor wheel at bottom. • Knock down design.</p>	Nos.	2	
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उपरोक्त फर्नीचर आईटम की संख्या में कमी व वृद्धि की जा सकती है।

नोट :-निविदा कमेटी, स्टील एवं वुडन फर्नीचर निविदा हेतु आईटम वार्डज प्राप्त (L-1) न्यूनतम राशि रहने वाली फर्म को क्रय आदेश देने के लिये अधिकृत है।

निविदादाता के हस्ताक्षर मय मोहर