

राजस्थान विश्वविद्यालय, जयपुर

अल्पकालीन निविदा प्रपत्र

राजस्थान विश्वविद्यालय प्रेस में काम आने वाले पेपर एवं कलर प्रिन्टर क्रय की आपूर्ति हेतु निविदाएं दिनांक 04.07.2022 तक आमंत्रित की जाती हैं। उक्त निविदा राजस्थान स्टेट पब्लिक प्रोक्यूरमेंट पोर्टल की वेबसाइट <http://sppp.rajasthan.gov.in> एवं राजस्थान विश्वविद्यालय की वेबसाइट <http://wwe.uniraj.ac.in> पर भी उपलब्ध है।

UBN No.

नीलिम
20/6/22
कुलसचिव

FORM No.....

RECEIPT No.....

UNIVERSITY OF RAJASTHAN

Jawahar Lal Nehru Marg,
Jaipur – 302 004, India



Tender Document (Open Tender)

FOR

Purchase of Colour Printer

Mode of Bid Submission	Two Stage Bidding	
Procuring Entity	Registrar, University of Rajasthan, Jaipur-302004	
Start Date & time of Submission Bid	22-06-2022	05.00 p.m.
Last Date & Time of Submission Bids	06-07-2022	2.00 p.m.
Date & Time of Opening of Technical Bid	06-07-2022	3.00 p.m.
Estimated Bid Value	2,00,000/- (Rupees Two Lac Only)	

- Cost of Tender Document: Rs. 500/- (Rs. Five Hundred Only) in favour of Registrar, Rajasthan University Jaipur.
EMD for the Purchase of Colour Printer: As per details given in Chapter-2 of this tender

PKS
1-2

Tender Document Fee Detail

Bidder's Name: _____

Address: _____

Phone: _____ **Fax :** _____

Email: _____

(1.) Tender Fee:

Bank Demand Draft/ Banker's Cheque Detail:

Number: _____ **Dated:** _____ **Bank Name:** _____

for Rs. 500 /- (Rs. Five Hundred in favour of Registrar, University of Rajasthan, Jaipur,
payable at Jaipur

(2.) EMD: 2% of the Cost of the tender (As per Chapter Second)

Bank Demand Draft/ Banker's Cheque Detail:

Number: _____ **Dated:** _____ **Bank Name:** _____

For/- only (Rs.) in favour of Registrar, University of
Rajasthan, Jaipur, payable at Jaipur

Recy
1-2

GUIDELINES FOR NOTICE INVITING BIDS

- 1) Registrar, University of Rajasthan invites tenders for purchase of various types of papers who meet the minimum eligibility criteria as specified in this bidding document.
- 2) The complete bidding document has been published on the website <http://sppp.raj.nic.in> and www.uniraj.in for the purpose of downloading.
- 3) Bidders who wish to participate in this bidding process must register on <http://sppp.raj.nic.in> and www.uniraj.in
- 4) A Two stage two envelope selection procedure shall be adopted.
- 5) Department will not be responsible for delay in submission due to any reason, for this Bidders are requested to read the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of website due to heavy load or any other unforeseen problems.
- 6) No contractual obligation whatsoever shall arise from the RFP/bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidders.
- 7) Department disclaims any factual or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.
- 8) **The Provisions of "The Rajasthan Transparency in Public Procurement Act. 2012 & The Rajasthan Transparency in Public Procurement rules 2013" will also apply.**


Registrar
University of Rajasthan
Jaipur

CHAPTER-1
NOTICE INVITING TENDER
SCHEDULE OF TENDER

Notice Inviting Bids No. and Date	R.U.P./2022/65 Date: 20-06-2022
Name of the work	Purchase of Colour Printer
Mention Estimated Bid Value	2,00,000/- (Rupees Two Lac Only)
Cost of the Bid Document (non-refundable)	Rs. 500/- Demand Draft/ Banker's Cheque in favour of Registrar, University of Rajasthan, Jaipur
Place of Information about the work and Bid documents	Office of the Registrar, University of Rajasthan, Jaipur in University Press.
Last date & time for submission of Tender Document including Tender Fee, EMD, Technical and Financial Bid and Other Related Documents	06-07-2022 2.00 P.M. University Press, University of Rajasthan, JLN Marg, Jaipur
Bid Opening of Date, Time & Venue	06-07-2022 3.00 P.M. Dy. Registrar (Secrecy) & OIC Press, UOR, Jaipur.
Websites of downloading Tender Document, Corrigendum's, Addendums etc.	www.uniraj.ac.in, http://sppp.rajasthan.gov.in
Bid Validity	Mentioned in Chapter -2 of tender form
Earnest Money Deposit	EMD for Paper As per 2% of the cost details given in Chapter-2 of this tender Demand Draft/ Banker's Cheque in favour of Registrar, University of Rajasthan, Jaipur

Note:

- (1) Bidders are advised to study the Tender Document, the Rajasthan Transparency in Public Proc. Act, 2012, and Rules 2013 carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Bid Document, Act & Rules with full understanding of its implication.
- (2) The procuring entity reserves the right to accept or reject any bid and to cancel the bidding Process and reject all bids without assigning any reason at any time prior to contract award without thereby incurring any liability to the bidders.
- (3) Bidders must ensure compliance to Chapter 4 and enclose required documents carefully to avoid their disqualification.
- (4) The University shall not be responsible for any delay in submission of the Bids/Documents.
- (5) The Security Money will be refunded only after S.D. refund due date .
- (6) Enclosed samples of each type paper.

Put 1

Registrar

CHAPTER – 2**NOTICE INVITING BIDS: TERMS****OFFICE OF THE REGISTRAR, UNIVERSITY OF RAJASTHAN, JAIPUR****Phone No.: 0141-2706813****Fax No.: 0141-2709582****Email Address: registraruor@yahoo.com****NOTE:**

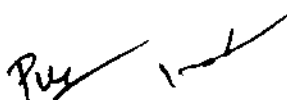
The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” and the “Rajasthan Public Procurement Rules, 2013” under the said act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.in>. Therefore, the bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If, there is any discrepancy between the provisions of the Act and Rules and this Bidding document, the provisions of the law shall prevail.

NIB No: R.U.P./2022/.....**Date:**

1. Two Stage unconditional bids are invited on behalf of the University of Rajasthan, Jaipur for the procurement of equipment in **Purchase of Colour Printer** as listed below, from the Original Manufacturer/Authorised Dealers upto 06-07-2022 at 2.00 PM

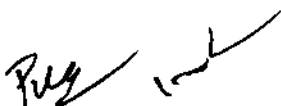
S.No.	Name of Item(s)	Total Estimated Cost (in Rs.)	Amount of EMD (Rs)	Validity Period of Bids
1.	Purchase of Colour Printer	2,00,000/-	4000/-	90 days

2. Bidding Document containing Instructions to Bidders, Bid Data Sheet, Evaluation and Qualification Criteria, Bidding forms, Procuring Entity’s Requirements, General Conditions of Contract, Contract Data/ Special Conditions of Contract, Contract Forms, etc. can be following obtained from the office of the Registrar, University of Rajasthan, Jaipur during office hours on working days up to one day before the date of opening of Bids, by paying a non-refundable price of Rs. 500/- (Rs. Five Hundred Only) in the form of cash, banker's cheque, Demand Draft of a Scheduled Bank in India. Alternatively, these may be seen and downloaded from our official website www.uniraj.ac.in. The price of Bidding Document may be paid along with user charges/ processing fee, at the time of submission of the Bid.
3. The submitted Technical Bids shall be opened on **06-07-2022** at **3.00 PM** in the office of the Procuring Entity (Registrar, University of Rajasthan, Jaipur) by the procuring committee in the presence of the Bidders or their representatives who wish to be present.



4. In case due date happens to be holiday, the Tender will be accepted and opened on the next working day. The timing will remain the same.
5. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
6. The Bidders shall have to submit a valid 'VAT' clearance certificate upto June, 2017 from the concerned Commercial Taxes Officer.
7. The bidder shall 'PAN' issued by Income Tax Department.


Registrar
University of Rajasthan,
Jaipur



CHAPTER-3

SCOPE OF THE WORK AND TECHNICAL SPECIFICATIONS SUPPLY OF THE FOLLOWING ITEMS

3. SCOPE OF THE WORK AND TECHNICAL SPECIFICATIONS

List of Colour Printer

S. No.	Item Description	
1	2	
1	Colour Printer	HP Colour Printer Model No. 78223 Rate 175000

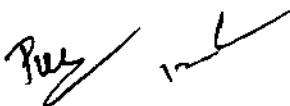
Page 1

CHAPTER 4

CRITERIA FOR TECHNICAL EVALUATION AND QUALIFICATION

Evaluation and Qualification

- 4.1. DD/Banker's Cheque for Tender Fee
- 4.2 DD/Banker's Cheque for EMD
- 4.3 Detail of Bidder/Firm/Company
- 4.4 Address and Contact Details
- 4.5 GST Registration Certificate
- 4.6 Copy of PAN Card
- 4.7 Copies of certificates of incorporation of the Firm/Registration of Partnership, Company, Proprietary Certificate etc.
- 4.8 Copies of Annual Turnover last three year.
- 4.9 Audited Balance Sheets duly signed by CA for last three years
- 4.10 Certificate of Affidavit unblemished past record duly Attested by notary.
- 4.11 Certificate / Affidavit of being the bonatied manufacturers/whole salers/sole distributors/ Authorised dealers/dealers/sole selling/ marketing agents of the item required (as per torna SR-11)
- 4.12 Copy of GST Payment Receipt or other related GST payment proof of last month.
- 4.13 Registration Certificate of SSI Unit, (if any)
- 4.14 Enclosed samples of each type paper.



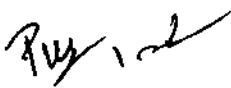
CHAPTER-5

INSTRUCTIONS TO BIDDERS

निविदा/संविदा की शर्तें

नोट : निविदादाताओं को इन शर्तों को सावधानी पूर्वक पढ़ना चाहिये तथा निविदा भेजते समय इसकी पूर्णरूपेण पालना करनी चाहिये, इन शर्तों के प्रत्येक पृष्ठ पर हस्ताक्षर होना आवश्यक है अन्यथा निविदा पर विचार नहीं किया जायेगा। इस निविदा/अनुबन्ध के क्रम में की जाने वाली क्रय व सभी आपूर्ति पर राजस्थान लोक उपापन पारदर्शिता अधिनियम 2012 व नियम 2013 व सामान्य वित्तीय एवं लेखा नियम, प्रावधान प्रभावी होंगे/रहेंगे।

1. निविदादाताओं को निविदा सूचना, निविदा फार्म में दिये गये निर्देशों के अनुसार संबोधन तथा ऑनलाईन प्रस्तुत करना होगा।
2. निविदायें सामग्री के वास्तविक व्यापारकर्ता/अधिकृत थोक विक्रेता एवं उत्पादनकर्ता द्वारा ही दी जायेगी। अतः वे एस.आर.-11 में घोषणा प्रस्तुत करेंगे (GF&AR Pt II Para 48 (VII) (परिशिष्ट-अ))
3. (1) निविदादाता को जी.एस.टी. पंजीयन प्रमाण-पत्र प्रस्तुत करना अनिवार्य होगा तथा इसके बिना प्रस्तुत निविदा को रद्द कर दिया जायेगा।
(2) आयकर चुकता प्रमाण-पत्र को अधिप्रमाणित करा प्रस्तुत किया जायेगा।
4. पेपर निविदा के साथ नियमानुसार बयाना राशि 4000/- रुपये का बैंक ड्राफ्ट/बैंकर्स चेक कुलसचिव, रा.वि.वि., जयपुर के नाम से संलग्न करना होगा अन्यथा निविदा निरस्त कर दी जायेगी।
5. निविदादाता को निविदा के साथ कार्यालय पते के विवरण संबंधी प्रमाण-पत्र लगाना आवश्यक होगा।
6. आदेशित सामग्री की मात्रा में कमी तथा वृद्धि के संबंध में समस्त अधिकार कुलसचिव, राजस्थान विश्वविद्यालय, जयपुर के पास सुरक्षित रहेंगे।
7. निविदा के साथ संलग्न सूची में वर्णित प्रत्येक आईटम की एकल दरें ही मान्य होगी; एक से अधिक दरें देने पर संबंधित आईटम की दर अमान्य होगी।
8. निविदादाता द्वारा प्रस्तुत दरों में वैट; एक्साईज व अन्य समस्त कर सम्मिलित होंगे।
9. निविदाकार को हार्ड कॉपी के तौर पर केवल ई.एम.डी. का डी.डी. निविदा परिपत्र में बताई गई अन्तिम तारीख से पूर्व जमा कराना होगा तथा उसके साथ निविदायें प्रस्तुत कर रहा है, उसका सैम्पल अपनी फर्म का लेबल लगाकर प्रस्तुत करेगा सैम्पल न होने की दशा में उसका टेण्डर निरस्त व स्वीकार योग्य नहीं होगा।
10. निविदायें उनके खोले जाने की तिथि से 90 दिन की अवधि तक के लिये विधि मान्य होगी।
11. आपूर्तिकर्ता अपनी संविदा को या किसी सारवान भाग को किसी अन्य एजेन्सी के लिये नहीं सौपेगा या उप-भाडे (सब-लैट) पर नहीं देगा तथा निविदा जिस नाम से बेची जायेगी उसी नाम से ही स्वीकार की जायेगी।
12. (A) कुलसचिव यदि निविदाकारों की दरों/सैम्पल से संतुष्ट नहीं हों तो उन्हें अन्य फर्मों/विक्रेताओं से बातचीत करने का अधिकार है तथा किसी/समस्त निविदाओं को बिना कारण बताये निरस्त करने का भी पूर्ण अधिकार होगा।
(B) सप्लाइ की गयी वस्तुएँ निविदा के निर्धारित विनिर्देश, ट्रेडमार्क एवं स्पेशिफिकेशन के पूर्णतया अनुरूप होंगी तथा निर्धारित सैम्पल के अनुरूप होंगी जिसका निरीक्षण सामग्री प्राप्त होने के समय किया जायेगा। अन्य विशेषीकरण की दरें/सैम्पलों पर विचार किया जाना संभव नहीं होगा।



13. सप्लाई जब भी प्राप्त की जायेगी, उसका निरीक्षण यह सुनिश्चित करने के लिये किया जायेगा कि वे निविदा स्पेशिफिकेशन के अनुरूप है।
14. निरीक्षण या परीक्षण के दौरान, जो वस्तुएँ निर्धारित मापदण्डों के अनुरूप नहीं पायी जायेंगी उन्हें रद्द कर दिया जायेगा तथा निविदादाता को ऐसी वस्तुओं/सामग्री को क्रेताधिकारी द्वारा नियत/निर्धारित समय के भीतर अपनी स्वयं की लागत पर बदलना होगा।
15. अनुबन्ध/निविदा की शर्तों का उल्लंघन करने पर बिना नोटिस दिये अनुबन्ध निरस्त किया जा सकेगा। अनुबन्ध की अवधि में यदि कोई विवाद होता है, तो उस विवाद को निर्णित करने के संबंध में कुलसचिव, राजस्थान विश्वविद्यालय, जयपुर का निर्णय अन्तिम होगा, जो निविदादाता को मान्य होगा।
16. निविदादाता उचित पैकेजिंग करने के लिये उत्तरदायी होगा। किसी प्रकार की हानि, क्षति, टूट-फूट या रिसाव (लीकेज) या किसी कमी होने के मामले में निविदादाता उन सामग्रियों की जाँच/निरीक्षण किये जाने पर पायी गयी ऐसी हानि एवं कमी की पूर्ति करने के लिये उत्तरदायी होगा। इसके लिये अतिरिक्त लागत स्वीकार नहीं की जायेगी।
17. संलग्न सूची के अनुसार निविदा की दरें अनुबन्ध निष्पादन/आदेश प्रदान करने की तिथि से एक वर्ष तक के लिये मान्य होगी।
18. आपूर्तिकर्ता द्वारा सामग्री की आपूर्ति विभागीय आवश्यकता/मांग के अनुरूप आदेश के अनुसार आदेशित अवधि के अन्दर की जायेगी।
19. यदि क्रेता अधिकारी किन्हीं निविदत्त वस्तुओं की खरीद नहीं करता है या निविदा प्रपत्र में निर्दिष्ट मात्रा से कम मात्रा में माल खरीदता है तो निविदादाता किसी क्षतिपूर्ति का क्लेम करने के लिये अधिकृत नहीं होगा।
20. धरोहर/अमानत राशि का समपहरण : अमानत/धरोहर राशि का निम्नलिखित मामलों में समपहरण कर लिया जायेगा :-
 - (i) जब निविदादाता निविदा खोलने के बाद किन्तु निविदा को स्वीकार करने से पूर्व प्रस्ताव को वापस लेता है अथवा उसमें रूपान्तरण करता है।
 - (ii) जब निविदादाता विनिर्दिष्ट समय के भीतर विहित किसी करार को, यदि कोई हो, निष्पादित नहीं करता है।
 - (iii) जब निविदादाता प्रदायगी के लिये आदेश देने के बाद प्रतिभूति राशि जमा नहीं करता हो।
 - (iv) जब वह विहित समय के भीतर सप्लाई आदेश के अनुसार सामग्री प्रदाय प्रारम्भ करने में असफल रहता हो।
 - (v) यदि निविदादाता इन नियमों के अन्तर्गत विनिर्दिष्ट बोली लगाने वालों के लिये निहित सत्यनिष्ठा की संहिता के किसी उपबन्ध को भंग करता है।
21. परिनिर्धारित क्षति (पैनल्टी), कम प्रदाय, टूट-फूट, रद्द की गई वस्तुओं के लिये वसूली साधारण रूप से बिलों से रोकी जायेगी। कम सप्लाई, टूट-फूट, रद्द किये गये मालों की सीमा तक राशि को भी रोका जा सकेगा तथा यदि सप्लायर संतोषजनक ढंग से उनको नहीं बदलता है तो परिनिर्धारित क्षति (पैनल्टी) के साथ वसूली, उसकी देय राशि, क्लेम्स एवं विभाग के पास उपलब्ध प्रतिभूति निक्षेप से की जायेगी।
22. यदि निविदादाता ऐसी शर्तों को आरोपित करता है, जो इसमें वर्णित शर्तों के अतिरिक्त है या उनके विरोध में है, तो उसकी निविदा का संक्षिप्त रूप में कार्यवाही कर रद्द कर दिया जायेगा। किसी भी सूरत में इसमें से किसी भी शर्त को स्वीकार किया हुआ नहीं समझा जायेगा, जब तक कि क्रेता अधिकारी द्वारा जारी किये गये निविदा स्वीकृति के पत्र में विशेष रूप से उल्लेखित न किया गया हो।
23. निविदादाता करार को निष्पादित करते समय निम्नलिखित दस्तावेज प्रस्तुत करेगा।
 - (i) यदि भागीदारी फर्म हो तो पार्टनरशीप डीड की एक अभिप्रमाणित प्रति।
 - (ii) यदि भागीदारी फर्म, रजिस्ट्रार आफ फर्म्स के पास पंजीकृत हो तो पंजीकृत संख्या एवं उसका वर्ष सहित दस्तावेजों की अभिप्रमाणित प्रति।

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(iii) एक मात्र स्वामित्व के मामले में आवास तथा कार्यालय का पता, टेलीफोन नम्बर।

(iv) कम्पनी के मामले में कम्पनी के रजिस्ट्रार के द्वारा जारी किया गया प्रमाण-पत्र।

24. भुगतान—

- (1) राशि का भुगतान दिये गये आदेश के अनुरूप सामग्री पूर्ण एवं सही हालत में प्राप्त होने पर दिया जायेगा।
 - (2) भुगतान निविदादाता द्वारा क्रेता अधिकारी को उचित प्रारूप में सामान्य वित्तीय एवं लेखा नियमों के अनुसार बिल प्रस्तुत करने पर किया जायेगा तथा सभी प्रेषण प्रभार निविदादाता द्वारा वहन किये जायेंगे।
 - (3) नियमानुसार देय भुगतान के स्रोत पर कर कटौती की जायेगी तथा इस हेतु निविदा में 'पैन/आयकर प्रमाण-पत्र की संख्या अंकित करना अनिवार्य होगा।
 - (4) निविदादाता द्वारा अंकित की गई दर में सभी प्रकार के कर एवं व्यय, निविदा दरों के अनुसार सम्मिलित होंगे।
 - (5) किसी भी प्रकार का अग्रिम नहीं दिया जावेगा।
25. आर.टी.पी.पी. एक्ट 2013 के नियम 83 से 86 के अनुसार निविदाकारक फोरमेट 07 की अपील प्रक्रिया प्रस्तुत कर सकता है।
26. समान विधिक कार्यवाही यदि संस्थित किया जाना आवश्यक हो, तो किसी भी पक्षकार द्वारा या निविदादाता द्वारा जयपुर स्थित न्यायालय में पेश किया जायेगा।
27. प्रिन्टिंग मैटेरियल के सैंपल विश्वविद्यालय, प्रेस में देखे या प्राप्त किये जा सकते हैं।
28. निविदा जमा एवं खोलने के दिन अवकाश/कार्यालय बन्द होने पर उक्त दोनों कार्य पूर्व निर्धारित समय पर, अगले कार्य दिवस में सम्पन्न होंगे।
- मैं/हम घोषणा करता हूँ/करते हैं कि मैंने/हमने उपर्युक्त समस्त शर्तों को सावधानी पूर्वक पढ़ एवं समझ लिया है, जो हमें स्वीकार्य हैं, जिसकी सहमति के रूप में निविदा के प्रत्येक पृष्ठ पर हस्ताक्षर कर दिये हैं।

संलग्न : सामान की सूची।

अमानत/धरोहर राशि रु.	हस्ताक्षर निविदाकार
बैंक ड्राफ्ट/बैंकर्स चैक सं. दिनांक	फर्म का नाम
बैंक का नाम	पूर्ण पता
	फोन/मोबाईल नं.
	पैन नं.

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Annexure B: 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 Bids 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 of the Union and the State Government or any local authority as specified in the Bidding Document;
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 officers, not have my/our business activities suspended and not the subject of legal proceeding for any of the forgoing 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 qualification to into 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 a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date

Signature of bidder

Place:

Name:

Designation:

Address

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CHAPTER-6

CONDITIONS OF CONTRACT

6.1 APPLICATION OF THESE CONDITIONS

These Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

6.2 OTHER DOCUMENTS THAT FORM PART OF THIS CONTRACT

The Tender Document (along with its amendments if any), the Bid of the Firm/Company , any clarifications sought by the Tendering Authority, the responses provided by the Firm/Company, and any other correspondence exchanged shall form part of the contract to the extent the same is not inconsistent with this document and the award document to the Firm/Company.

6.3 PERFORMANCE SECURITY

The proceeds of the performance security shall be payable to the Tendering Authority as compensation for any loss resulting from the Firm/Company's failure to complete its obligations under the Contract. The Performance Security/Security Deposit shall be forfeitable for non-performance of the contract and there shall not be any relaxation to anybody.

In the event of any contract amendment, the Firm/Company shall, within 10 days of receipt of such amendment, furnish the amendment to the Performance Security/Security Deposit, rendering the same valid for the duration of the Contract, as amended for further period of one year thereafter.

6.4 SAFETY REQUIREMENTS

The Firm/Company shall abide by the job safety measures prevalent in India and shall free the Tendering Authority from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Firm/Company's negligence. The Firm/Company shall pay all indemnities arising from such incidents and shall not hold the Tendering Authority responsible or obligated.

6.5 FIRM/COMPANY'S OBLIGATIONS

The Firm/Company is responsible for, and obliged to conduct all contracted activities as defined in the scope of work or wherever contained in this document, in accordance with the Contract. The Firm/Company is obliged to work closely with the staff of the Tendering Authority and abide by all instructions and directives issued by them.

6.6 Change Orders and Contract Amendments

The Purchaser (as per ECI guidelines) may at any time order the supplier/ selected bidder through Notice to make changes viz. drawings or designs or specifications or formats or anything in the subject matter without impacting the cost of project where Goods/Material/Items & related services to be furnished under the Contract are to be specifically prepared and supplied for the Purchaser.

6.7 USE OF CONTRACT DOCUMENTS & INFORMATION

6.7.1 The Firm/Company shall treat as confidential all data and information about the Tendering Authority, obtained in the execution of his responsibilities, in strict confidence and shall not reveal such information to any other party

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- without the prior written approval of the Tendering Authority.
- 6.7.2 The Firm/Company shall not, without the Tendering Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by them in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 6.7.3 Any document, other than the Contract itself, shall remain the property of the Tendering Authority and shall be returned (all copies) to the Tendering Authority on completion of the Firm/Company's performance under the Contract if so required by the Tendering Authority.
- 6.7.4 The Firm/Company must act in good faith and at all times extend its fullest cooperation to the University, its employees and agents during the performance of the Services.
- 6.7.5 The Firm/Company shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without prior approval of the University.
- 6.7.6 The Firm/Company shall refrain from disclosing or publicizing to its clientele including past and prospective clients or to the public that it has provided Services to the University without prior approval of the University.
- 6.7.7 The Firm/Company shall not divulge to any person not authorized by the University and shall not use for its own purposes, any information concerning the University, its staff or the Project which the Firm/Company may have access to directly or indirectly from the services performed under this Agreement or otherwise during the course of the Project; strict confidentiality shall be maintained by the Firm/Company and its employees /agents in respect of the information provided by the University to the Firm/ Company. This confidentiality clause shall be applicable not only to existing employees of the Firm/Company but also to its employees involved in the project who may leave the service of the Firm/Company, and accordingly, it shall be the responsibility of the Firm/Company to ensure that any such employee also shall not divulge or use any such information for his/her own purpose; Violation of these terms and Conditions resulted into the Civil as well as Criminal liability against the Firm/Company and it's both types of employees (present and past) providing services.
- 6.7.8 The Firm/Company shall have no authority to commit the University to any additional costs, fees or expenses in connection with the Project.
- 6.7.9 The Firm/Company shall report immediately to the University any circumstances or events which might reasonably be expected to impair or prejudice the performance of the Services.
- 6.7.10 The Firm/Company shall at all-time refrain from showing the report/work in progress or the completed report/work to any person not duly authorized by the University in writing.
- 6.7.11 The Firm/Company at any time shall not show or submit report / work in

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progress or completed work report to any person/ authorities except the person/ authorities duly authorized by the University in writing, violation of this shall be civil and criminal liability on Firm/Company.

6.8 RESPONSIBILITIES

6.8.1 Firm/Company shall be responsible for the following activities during the course of assignment:-

- Resource and Project Management as per Scope of the work
- Completion of the work/services/tasks as mentioned in the Scope of the work
- The Firm/Company shall appoint at the Commencement of the Project one of its representatives as a coordinator who shall act as a single point of contact with the University during the conduct of the project

6.8.2 The University shall be responsible for the following activities during the course of the assignment:

- Provide information/data/clarifications for all issues.
- The University shall appoint at the Commencement of the Project one or two of its representatives as a coordinator who shall act as a single point of contact with the Firm/Company during the conduct of the Project.

6.9 FINANCIAL AND LEGAL LIABILITY

The Firm/Company shall be solely responsible for any financial issues arising out of the result of this Contract. Any financial loss to University, due to faulty work as a result of this tender, shall be sole responsibility Firm/Company and he has to fulfill all claims arising out of this problem.

6.10 INDEMNITY

The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred inter alia during and after the contract period out of:

Any negligence or wrongful act or omission by the Bidder or any subcontract or third party in connection with or incidental to this contract or

Any breach of any of the terms of this contract by all Firms/Companies or any sub-contract or third party.

6.11 STANDARDS OF PERFORMANCE

The Firm/Company is liable to complete the work in accordance with the specification and approved International standard according to various laws such as Information Technology Act 2000 and related Laws, Rules and Regulations.

6.12. Conflict of Interest

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift of any material benefit either directly or indirectly in exchange for unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) Not misrepresent or omit that misleads attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

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- (c) No indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and process of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with and intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion indulge 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 of Interest.

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

1. A Bidder may be considered to be in a Conflict of Interest with one or more parties in a 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 purpose of the Bid; or
 - d. Have a relationship with each other, directly or through common third parties, that puts another bidders, or influence the decisions 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 is proposed to be hired) by the procuring Entity as Engineer-in-charge/consultant for the contract.

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CHAPTER - 7 COMMERCIAL TERMS

A. STANDARDS OF PERFORMANCE

7.1 PAYMENT SCHEDULE

7.1.1 No advance payment will be admissible in any circumstances.

7.1.2 Payment will be made after successful delivery/as per supply order.

7.2 LIQUIDATED DAMAGES

7.2.1 In case of any delay in the time schedule prescribed BY TENDERING AUTHORITY, payment shall be made on the basis of following percentages of value of stores which the Firm/Company has supplied:-

32. Delay up to one-fourth period of the prescribed Delivery - 2.5 % of total order value.

33. Delay exceeding one fourth but not exceeding half of the prescribed delivery period - 5% of total value.

34. Delay exceeding half but not exceeding three fourth of the prescribed period 7.5%

35. Delay exceeding three fourth of the prescribed period. 10%

36. Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.

37. If Firm/Company requests for an extension of time in completion of contractual supply on account of occurrence of any circumstances beyond control of human being, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the circumstances,

38. However, if the delay is caused due to unavoidable circumstances, then Tendering Authority reserves the right to waive off the compensation.

7.2.2 In case of delay beyond thirty days tendering authority will be at liberty to procure the services from any other agency at the risk and cost of the Firm/Company and it also will result in the forfeiture of the Performance Security amount.

7.2.3 For any other irregularities, mistakes, etc, penalty at the discretion of Tendering Authority will be imposed.

7.2.4 That for unsatisfactory performance owing to absence of Firm/Company's staff, deficiencies in services or for some other reason the tendering authority shall be within its rights to make necessary deductions for such deficiency in services. Alternatively, the tendering authority may, after giving an opportunity of being heard to the Firm/Company, get such deficiencies fulfilled at the cost and responsibility of the Firm/Company.

7.2.5 Where any claim for the payment of a sum of money arises, out of or under this contract against the Firm/Company, the tendering authority shall be entitled to recover such a sum by appropriating in part or whole, from the performance security to be deposited by the Firm/Company. In the event of the performance security being insufficient, the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Firm / Company under this and any other persons contracting through the Registrar. University of Rajasthan, Jaipur, should this sum not be sufficient to recover the full amount recoverable the Firm/Company shall pay to this office the remaining balance. For failure to deposit the amount, legal action will be taken against the Firm/Company.

7.3 SUSPENSION OF WORK

The Firm/Company shall, if ordered in writing by the tendering authority for non performance, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Firm/Company shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Firm/Company, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Firm/Company, and

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lasts for a period of more than 2 months, the Firm/Company shall have the option to request the tendering authority to terminate the Contract with mutual consent.

7.4 TERMINATION FOR INSOLVENCY

The Tendering Authority may at any time terminate the Contract by giving written notice to the Firm/Company, if the Firm/Company becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Firm/Company, provided that such termination shall not prejudice or affect any right of action or remedy, which has accrued or shall accrue thereafter to the Tendering Authority.

7.5 TERMINATION

7.5.1 The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Firm/Company, terminate the Contract in whole or part:-

- If the Firm/Company fails to deliver any or all of the Goods or Services within the period(s) specified in the Contract,
- If the Firm/Company fails to perform as per the Quality standards and as per the Scope of the Work
- If the Firm/Company, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in Executing the Contract.
- For the purpose of this clause the definition for corrupt practice and fraudulent practice shall be as per the law

7.5.2 The Tendering Authority may also at its sole discretion accept full or part work and also reserves the right to delete any items from the scope of the work.

7.5.3 The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice sent to the Firm/Company, without assigning any reason may terminate the Contract in whole or part, if the tendering authority satisfies that the services of the Firm/Company are no more required or Firm/Company is not executing its services properly.

7.5.4 If the Firm/Company after submission of Bid and due acceptance of the same i.e. after placement of order fails to abide by the terms and conditions of the tender document or fails to execute the work as per the prescribed schedule given or at any time repudiates the contract, the tendering authority will have the right to forfeit the EMD, invoke performance security deposited by the firm and get the work done from other Firm/Company at the risk and consequences of the first Firm/Company. The cost difference between the alternative arrangements and Firm/Company's bid value will be recovered from the firm along with other incidental charges including transportation, taxes, etc. in case tendering authority is forced to work done through alternative source and if the cost is lower, no benefit on this account would be passed on the Firm/Company.

7.5.5 In case of failure by the bidder to carry out the job in accordance with provisions of the contract and as per the Scope of the Work, the tendering authority will have right to cancel the contract and award it to any other Firm/Company and any loss sustained thereby will be recoverable from the first Firm/Company.

7.6 CONSEQUENCES OF TERMINATION

7.6.1 In circumstances mentioned above, the Tendering / Implementing Authority shall exercise the following steps:

- Ask the Firm/Company to leave the job and return the entire material in an "as is where is" condition, and / or:
- Shall forfeit the Security Deposit obtained as performance Guarantee.
- Shall take appropriate steps in terms of remedies for breach of contract under relevant provisions of law.

7.6.2 Tendering Authority reserves the right to disqualify the Firm/Company for a suitable period who habitually failed to supply the services in time.

7.6.3 Further, the Firm/Company whose services do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the tendering authority.

7.6.4 Tendering Authority reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

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7.7 FORCE MAJEURE

- 7.7.1 The Firm/Company shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 7.7.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Firm/Company and not involving the Firm/Company's fault or negligence and not foreseeable.
- 7.7.3 Such events may include, but are not limited to acts of the Tendering Authority in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 7.7.4 If a force Majeure situation arises, the Firm/Company shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority in writing, the Firm/Company shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.
- 7.7.5 Any person participating in a procurement process shall-
- (a) Not offer any bribe, reward or gift of any material benefit either directly or indirectly in exchange for unfair advantage in procurement process or to otherwise influence the procurement process.
 - (b) Not misrepresent or omit that misleads attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - (c) No indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and process of the procurement process;
 - (d) Not misuse any information shared between the procuring Entity and the Bidders with and intent to gain unfair advantage in the procurement process;
 - (e) Not indulge in any coercion indulge 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.

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 - b. Receive or have received any direct or indirect subsidy from any of them; or
 - c. Have the same legal representative for purpose of the Bid; or
 - d. Have a relationship with each other, directly or through common third parties, that puts another bidders, or influence the decisions of the Procuring Entity regarding the bidding process; or

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- 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 is proposed to be hired) by the procuring Entity as Engineer-in-charge/consultant for the contract.

7.8 RESOLUTION OF DISPUTES

7.8.1 The Tendering Authority and the Firm/Company shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them in connection with the contract.

7.8.2 If, after thirty (30) days from the commencement of such informal negotiations, the Tendering Authority and the Firm/Company have been unable to resolve amicably a contract dispute, all such disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole Arbitrator to be appointed by the mutual consent. All arbitrations shall be held in Jaipur.

7.8.3 All legal disputes are subject to the jurisdiction of Jaipur city courts only.

7.9 GOVERNING LANGUAGE

The contract shall be written in English or Hindi. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same languages.

7.10 APPLICABLE LAW

The contract shall be interpreted in accordance with terms and conditions of the document and The Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 and appropriate Indian Laws.

7.11 TAXES AND DUTIES

The Firm/Company shall be entirely responsible for all taxes, duties, license fees, road permits etc. No increase in the rates shall be allowed during the period of the contract.

7.12 NOTICES

7.12.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address.

7.12.2 A notice shall be effective when delivered or on the notices effective date whichever is later. For the purposes of all notices by the Firm/Company to the Tendering Authority on change address if informed in writing, these shall be sent to the Tendering Authority by the Firm/Company at the address mentioned in the Letter of Award.

Page 1

CHAPTER-8
TENDER FORM

TECHNICAL BID

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question.

I) Addressed to:

- a) **Name of the Tendering Authority** : **Registrar**
 b) **Address** : **University of Rajasthan, Jaipur – 302 004**
 c) **Telephone/Fax** : **0141 2706813**

II) NIT Reference with date :

III) Other related details

1.	Name of Bidder				
2.	Name & Designation of authorised signatory				
3.	Registered Office Address				
4.	Telephone No.		Fax		
5.	Mobile		Email		
6.	Website				
7.	Rajasthan Centre (if any)	Address			
		Telephone No.			
		Contact Person			
8.	Year of Establishment				
9.	Nature of the Firm/ Company (Attach Certificate)	Government	Public	Private	Partnership
	Put Tick (✓) Mark				
10.	No. of years providing service				
11.	GST Registration No. (Enclose copy of Certificate)				
12.	PAN No./ (Enclose Copy of PAN/				

13.	Whether Firm/Company is agreed to the Terms & Conditions mentioned in the Tender	
14.	Whether registered with the Industries Departments (Enclose copy of Permanent SSI Unit Certificate or equivalent)	
15.	VAT/RST/CST clearance certificate from the concerning commercial taxes officer upto June, 2019 (Enclose copy of certificate)	
16.	Previous Experience (Attach Certificate)	

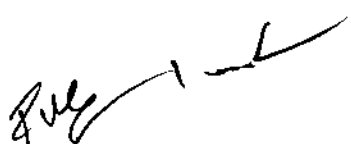
Name & Signature of Bidder with Seal

CHAPTER 4

CRITERIA FOR TECHNICAL EVALUATION AND QUALIFICATION

Evaluation and Qualification

- 4.1. DD/Banker's Cheque for Tender Fee
- 4.2. DD/Banker's Cheque for EMD
- 4.3. Detail of Bidder/Firm/Company
- 4.4. Address and Contact Details
- 4.5. GST Registration Certificate
- 4.6. Copy of PAN Card
- 4.7. Copies of certificates of incorporation of the Firm/Registration of Partnership, Company, Proprietary Certificate etc.
- 4.8. Copies of Annual Turnover last three year.
- 4.9. Audited Balance Sheets duly signed by CA for last three years
- 4.10. Certificate of Affidavit unblemished past record duly Attested by notary.
- 4.11. Certificate / Affidavit of being the manufacture/Authorised dealer of the item required (SR-11)
- 4.13. Copy of GST Payment Receipt or other related GST payment proof of last month.
- 4.13. Registration Certificate of SSI Unit, (if any)
- 4.14. Enclosed samples of each type paper.



BID COVERING LETTER
(To be printed on Letter head of the Bidder)

To
The Registrar,
University of Rajasthan
Jaipur -302004

Dear Sir,

Tender Reference No.:

SUBJECT: Tender document for participation in the tender process for **Purchase of various types of Colour Printer for EMD as per details given in Chapter-2 of this tender** including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Firm/Company as mentioned in the Scope of the work as required by Registrar, University of Rajasthan, Jaipur in conformity with the said tender documents.

1. TERMS AND CONDITIONS

- a) I/We, the undersigned Bidder(s), having read and examined in detail the specifications and all bidding documents in respect of this tender do hereby propose to provide goods and services as specified in the bidding document.
- b) I/We, the undersigned Bidder(s), having submitted the qualifying data as required in this tender, do hereby bind ourselves to the conditions of this tender. In case any further information/documentary proof in this regard before evaluation of our bid is required, I/We agree to furnish the same on demand to your satisfaction.

2 RATE AND VALIDITY

- a) All the rates mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the rates and other terms and conditions of this proposal are valid for a period of One year from the date of opening of the bid.
- b) I/We do hereby confirm that our bid rates include all taxes including Income Tax & Professional Tax.
- c) I/we have studied the Clauses relating to Indian Income Tax Act and hereby declare that if any Income Tax, surcharge on Income Tax and any other Corporate Tax is altered under the law, I/we shall pay the same.

3 DEVIATIONS We declare that all the services shall be performed strictly in accordance with the Technical specification, Time Schedule and other terms of the tender document except the deviation as mentioned in the Technical Deviation Form. Further, I/We agree that additional conditions, if any, found in the proposal documents, other than those stated in deviation Form, shall not be given effect to.

4 BID PRICING I/We further declare that the rates stated in our proposal are in accordance with your terms and conditions in the bidding document.

5 EARNEST MONEY I/We have enclosed the earnest money as required. In case of default it is liable to be forfeited in accordance with the provisions of the tender document.

6 BANK GUARANTEE I/We shall submit a Bank Guarantee as required.

7 I/We hereby declare that my/our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of my/our knowledge and belief and nothing has been concealed therefrom.

8 Until a formal contract is prepared and executed, this Bid offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

9 We understand that you are not bound to accept the lowest or any offer you may receive.

10 We agree to the terms and conditions mentioned in the Tender Document.

Thanking you,

Yours faithfully,

(Signatures)

Date _____ Place: _____ Name: _____ Designation: _____ Seal: _____

BIDDER'S AUTHORISATION CERTIFICATE

To,

The Registrar,
University of Rajasthan
Jaipur (Rajasthan)
Pin - 302004.

<Bidder's Name> _____ <Designation> _____

is hereby authorised to sign relevant documents on behalf of the Company in dealing with Tender of reference <Tender No./Date> _____. He is also authorised to attend meetings and submit Technical and Commercial Information as may be required by you in the course of processing above said tender.

Thanking You.

Authorised Signatory

Name :

Seal :

The specimen signature of the authorized person is as:

Attested by the

Authorized Signatory

SELF DECLARATION
(Notarized Affidavit)

Ref. :
To,

Date :

The Registrar,
University of Rajasthan
Jaipur (Rajasthan)
Pin - 302004.

Dear Sir,

In response to the tender No. _____ Date _____ as Owner/Partner/Director of _____

1. I/We hereby declare that our Agency _____ is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or of a particular period of time.
2. I/We M/s. _____ (Name of the Company) are not blacklisted in any Department of Government of Rajasthan/Government of India/by any University/Public Enterprises.
3. I/We further undertake that our partner M/s. _____ (Name of Firm/Company) having office are also not blacklisted in any Department of Government of Rajasthan Government of India/ by any University/Public Enterprises.
4. I/We hereby declare that there are no pending cases against M/s. _____ (Name & Address of Bidder) with Government of Rajasthan or any other court of law.
5. I/We hereby declare that Bidder's company or Director/Owner of the Company have not been declared by any Court or Competent Authorities in solvent or involved in any fraudulent mean (Economical & Criminal) as on 1st April, 2017.

Name: _____

Address: _____

Telephone Office: _____ (Residence): _____

Mobile No. _____ Fax No. _____

E-Mail: _____

Place:

Signature:

Date:

Name:

Company Seal

Note:

1. In-adequate information could lead to disqualification of the bid.
2. All items should be supported by proper documents.
3. No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.
4. The Notarized Affidavit should be submitted before closing date fixed for Technical Bid Closing.
5. No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.
6. Name, address and Telephone Number (Office, Residence, Mobile) of the contract Person to whom all References shall be made regarding this tender.

Handwritten signature

Format -4

DECLARATION FOR PRICE SCHEDULE/ COMMERCIAL BID

Tender Ref. _____

Date _____

To,

**The Registrar
University of Rajasthan
Jaipur. (Rajasthan)
Pin – 302004**

Subject : TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR Purchase of various types of Printing Material. EMD as per details given in Chapter-2 of this tender

That we are sole owner of

That we/ the undersigned agency is equipped with adequate hardware/ software and other facilities required for providing services and our establishment is open for inspection by the representative of University.

We hereby offer to provide service at the prices and rates mentioned in the commercial bid (as per commercial template.)

We do hereby undertake, that,

- i. In the event of acceptance of our bid, the services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform the entire incidental services.
- ii. The prices quoted are inclusive of all charges inclusive of traveling, hardware/manpower etc. for providing the desired services FOR.
- iii. We agree to abide by our offer a period of one year from the date fixed for opening of the tenders and we shall remain bound by a communication within that time.
- iv. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions.
- v. We do hereby undertake, that until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract shall constitute a binding contract between us.

I/ We hereby, undertake that we shall not ask for any other charges than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding lodging, communication etc, for successful implementation of the project at site.

Dated :

Name & Signature

Name of Agency

Company Seal

Full Address

Full

AGREEMENT FORM

Agreement made this _____ day _____ of One thousand _____
_____ between _____

(hereinafter called the Firm/Company) of the one part and the Registrar, university of Rajasthan, Jaipur. (hereinafter called the University) of the other part.

WHEREAS the Firm/Company has tendered for **Purchase of Colour Printer** (here in after called "The Tendering Authority") as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the Firm/Company has deposited with the Tendering Authority the sum of Rs. _____ (Rupees _____ only) as security for the fulfillment of the Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

The Firm/Company has accepted the contract on the terms and conditions set out in the tender notice no. _____ dated _____ as well in the acceptance of tender no. _____ dated _____ which shall hold good during period of this agreement.

Upon breach by the Firm/Company of any of the conditions of the agreement the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the university of Rajasthan to claim damages for antecedent breaches thereof on the part of the Firm/Company and also to reasonable compensation for the loss occasioned by the failure of the Firm/Company to fulfil the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive of the amount of such compensation payable by the Firm/Company to the University.

Upon the determination of this agreement whether by efflux ion of time or otherwise the said deposit shall after the expiration of _____ months from the date of such determination be returned to the Firm/Company but without interest and after deducting there from any such due by the Firm/Company to the University under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one months notice in writing without compensating the Firm/Company.

In witness whereof the said _____ hath set his hand hereto and the Tendering Authority has on behalf of the University of Rajasthan affixed his hand and seal thereto the day and year first above written.

The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the Tendering Authority to the Bidder as hereinafter mentioned the Bidder hereby covenants with the Tendering Authority to provide the services and to remedy defects therein conformity in all respects with the provisions of the contract.

The Tendering Authority hereby covenants to pay the Bidder in consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to obtain services from else other organization after giving due notice to the Bidder on the amount and at the risk of the Bidder without cancelling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

In the event of action to be taken, the Firm/Company shall be liable for any losses, which the Tendering Authority may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

FIRM/COMPANY

**Registrar, University of Rajasthan, Jaipur.
on behalf of the University of Rajasthan, Jaipur**

Witness 1-

2-

Full

PERFORMANCE SECURITY FORM

To,
(Name of Indenter)

WHEREAS _____ (Name of Bidder) hereinafter called " the Bidder " has undertaken contract No. _____ dated, _____ 20____ to render services hereinafter called the Contract"

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a bank Guarantee by a Nationalised bank for the sum specified therein as security for compliance with the Bidder's performance obligation in accordance with the contract.

AND WHEREAS we have agreed to give the Bidder a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of _____ (Amount of the guarantee in words and figure) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limit of _____ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

The guarantee is valid until the _____ day of _____ 20.

Signature and Seal of Guarantors

Date : _____

Address :

Page 1-2

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

Formate-7

Appeal No. of

Before the (Appellate Authority)

1. Particulars of appellant:

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

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

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

2. Number and date of the order appealed against and name and designation of the officer/authority who 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.

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

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

5. Grounds of appeal:

.....

.....

.....(Supported by an affidavit)

6. Prayer:

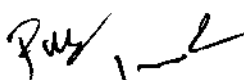
.....

.....

Place

Date

Appellant's Signature



Name & Signature of Bidder with Seal

COMMERCIAL BID

Tender Inviting Authority: Registrar, University of Rajasthan, Jaipur	
Name of Work: Purchase of Colour Printer	
NIB. NO. R.U.P./2020/	Dated-
Bidder Name:	

PRICE SCHEDULE						
<small>(This Commercial Bid must not be modified /replaced by the bidder and the same should be put in the separate envelope after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name, Description of the quoted item and Respective Values only)</small>						
S. No. as per Technical Specifications	Item Description	Basic Rate Per Unit (Rs.) (excluding GST)	GST			Total Rate Per Unit* (Rs.) (3+4+5+6)
			SGST	CGST	IGST	
1	2	3.	4	5	6	7
1	Colour Printer HP Colour Printer Modal No. 78223 Rate 175000	Quantity 01				

Dated :

Signature of Firm/Company with Seal

Name :

Full Address:

Mobile No. :

Note:

- All the costs should be quoted in Indian Rupees and should be fixed on lump sum basis. No escalation of cost will be allowed under any circumstances.
- Bidder must quote for every column of the price schedule. Do not write Zero, Nil, etc in any column.
- The rates are F.O.R. the University of Rajasthan, Jaipur
- University shall not pay separately any specific statutory taxes/ service charges to any authority.
- No hidden charges will be allowed, if any
- Grand Total should be written both in words and figure.
- Quoted rates must be inclusive of all charges by way of packing forwarding incidental of transit charges including transit insurance, octroi and any other levies or duties etc. and transportation of material up to University colleges/departments/centres. Rates are F.O.R.
- All the rates and other terms and conditions of this proposal are valid for a period of One years from the date of opening of the bid.



FORM No.....

RECEIPT No.....

UNIVERSITY OF RAJASTHAN

Jawahar Lal Nehru Marg,
Jaipur – 302 004, India



Tender Document (Open Tender)

FOR

Purchase of Paper

Mode of Bid Submission	Two Stage Bidding	
Procuring Entity	Registrar, University of Rajasthan, Jaipur- 302004	
Start Date & time of Submission Bid	22-06-2022	05.00 p.m.
Last Date & Time of Submission Bids	06-07-2022	2.00 p.m.
Date & Time of Opening of Technical Bid	06-07-2022	3.00 p.m.
Estimated Bid Value	9,00,000/- (Rupees Nine Lac Only)	

- Cost of Tender Document: Rs. 500/- (Rs. Five Hundred Only) in favour of Registrar, Rajasthan University Jaipur.

EMD for the Purchase of Paper: As per details given in Chapter-2 of this tender

Pub
1

Tender Document Fee Detail

Bidder's Name: _____

Address: _____

Phone: _____ **Fax :** _____

Email: _____

(1.) Tender Fee:

Bank Demand Draft/ Banker's Cheque Detail:

Number: _____ **Dated:** _____ **Bank Name:** _____

for Rs. 500 /- (Rs. Five Hundred in favour of Registrar, University of Rajasthan, Jaipur, payable at Jaipur

(2.) EMD: 2% of the Cost of the tender (As per Chapter Second)

Bank Demand Draft/ Banker's Cheque Detail:

Number: _____ **Dated:** _____ **Bank Name:** _____

For/- only (Rs.) in favour of Registrar, University of Rajasthan, Jaipur, payable at Jaipur

Pauls
1-2

GUIDELINES FOR NOTICE INVITING BIDS

- 1) Registrar, University of Rajasthan invites tenders for purchase of various types of papers who meet the minimum eligibility criteria as specified in this bidding document.
- 2) The complete bidding document has been published on the website <http://sppp.raj.nic.in> and www.uniraj.in for the purpose of downloading.
- 3) Bidders who wish to participate in this bidding process must register on <http://sppp.raj.nic.in> and www.uniraj.in
- 4) A Two stage two envelope selection procedure shall be adopted.
- 5) Department will not be responsible for delay in submission due to any reason, for this Bidders are requested to read the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of website due to heavy load or any other unforeseen problems.
- 6) No contractual obligation whatsoever shall arise from the RFP/bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidders.
- 7) Department disclaims any factual or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.
- 8) **The Provisions of “The Rajasthan Transparency in Public Procurement Act, 2012 & The Rajasthan Transparency in Public Procurement rules 2013” will also apply.**

Registrar
University of Rajasthan
Jaipur

Reg ✓

CHAPTER-1
NOTICE INVITING TENDER
SCHEDULE OF TENDER

Notice Inviting Bids No. and Date	R.U.P./2022/65 Date: 20-06-2022
Name of the work	Purchase of Paper
Mention Estimated Bid Value	9,00,000/- (Rupees Nine Lac Only)
Cost of the Bid Document (non-refundable)	Rs. 500/- Demand Draft/ Banker's Cheque in favour of Registrar, University of Rajasthan, Jaipur
Place of Information about the work and Bid documents	Office of the Registrar, University of Rajasthan, Jaipur in University Press.
Last date & time for submission of Tender Document including Tender Fee, EMD, Technical and Financial Bid and Other Related Documents	06-07-2022 2.00 P.M. University Press, University of Rajasthan, JLN Marg, Jaipur
Bid Opening of Date, Time & Venue	06-07-2022 3.00 P.M. Dy. Registrar (Secrecy) & OIC Press, UOR, Jaipur
Websites of downloading Tender Document, Corrigendum's, Addendums etc.	www.uniraj.ac.in, http://sppp.rajasthan.gov.in
Bid Validity	Mentioned in Chapter -2 of tender form
Earnest Money Deposit	EMD for Paper As per 2% of the cost details given in Chapter-2 of this tender Demand Draft/ Banker's Cheque in favour of Registrar, University of Rajasthan, Jaipur

Note:

- (1) Bidders are advised to study the Tender Document, the Rajasthan Transparency in Public Proc. Act, 2012, and Rules 2013 carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Bid Document, Act & Rules with full understanding of its implication.
- (2) The procuring entity reserves the right to accept or reject any bid and to cancel the bidding Process and reject all bids without assigning any reason at any time prior to contract award without thereby incurring any liability to the bidders.
- (3) Bidders must ensure compliance to **Chapter 4** and enclose required documents carefully to avoid their disqualification.
- (4) The University shall not be responsible for any delay in submission of the Bids/Documents.
- (5) The Security Money will be refunded only after S.D. refund due date .
- (6) Enclosed samples of each type paper.

Rus

Registrar

CHAPTER – 2**NOTICE INVITING BIDS: TERMS****OFFICE OF THE REGISTRAR, UNIVERSITY OF RAJASTHAN, JAIPUR****Phone No.: 0141-2706813****Fax No.: 0141-2709582****Email Address: registraruo@yahoo.com****NOTE:**

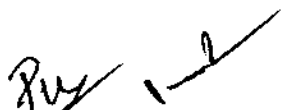
The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” and the “Rajasthaa Public Procurement Rules, 2013” under the said act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.in>. Therefore, the bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If, there is any discrepancy between the provisions of the Act and Rules and this Bidding document, the provisions of the law shall prevail.

NIB No: R.U.P./2022/.....**Date:**

1. Two Stage unconditional bids are invited on behalf of the University of Rajasthan, Jaipur for the procurement in **Purchase of Paper** as listed below, from the Original Manufacturer/ Authorised Dealers upto 06-07-2022 at 2.00 PM

S.No.	Name of Item(s)	Total Estimated Cost (in Rs.)	Amount of EMD (Rs)	Validity Period of Bids
1.	Purchase of Paper	9,00,000/-	18,000/-	90 days

2. Bidding Document containing Instructions to Bidders, Bid Data Sheet, Evaluation and Qualification Criteria, Bidding forms, Procuring Entity's Requirements, General Conditions of Contract, Contract Data/ Special Conditions of Contract, Contract Forms, etc. can be following obtained from the office of the Registrar, University of Rajasthan, Jaipur during office hours on working days up to one day before the date of opening of Bids, by paying a non-refundable price of Rs. 500/- (Rs. Five Hundred Only) in the form of cash, banker's cheque, Demand Draft of a Scheduled Bank in India. Alternatively, these may be seen and downloaded from our official website www.uniraj.ac.in. The price of Bidding Document may be paid along with user charges/ processing fee, at the time of submission of the Bid.
3. The submitted Technical Bids shall be opened on **06-07-2022** at **3.00 PM** in the office of the Procuring Entity (Registrar, University of Rajasthan, Jaipur) by the procuring committee in the presence of the Bidders or their representatives who wish to be present.



4. In case due date happens to be holiday, the Tender will be accepted and opened on the next working day. The timing will remain the same.
5. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
6. The Bidders shall have to submit a valid 'VAT' clearance certificate upto June, 2017 from the concerned Commercial Taxes Officer.
7. The bidder shall 'PAN' issued by Income Tax Department.

**Registrar
University of Rajasthan,
Jaipur**

Pu

CHAPTER-3**SCOPE OF THE WORK AND TECHNICAL SPECIFICATIONS SUPPLY OF THE FOLLOWING ITEMS****3. SCOPE OF THE WORK AND TECHNICAL SPECIFICATIONS****List of Paper**

S. No.	Item Description	GSM	Size
1	2	4	5
1	Creamwove White	58-60 GSM	17×27
		" "	20×30
		" "	22×36
2	Maplitho White (in Sheet)	68-80 GSM	43×69
		" "	51×76
		" "	58½×91
3	Art Card Paper	250 GSM	58.5×91
		300 GSM	58.5×91
4	Cover Paper (in four Colour)	100-135 GSM	22×28
5	Colour paper (in four colour)	44-56 GSM	18×22
6	Pulp Board (White)	230 GSM	22×28
7	Pulp Board (Colour)	230 GSM	22×28
8	Ledger Paper	80-95 GSM	43×69
9	Straw Board	32 Ounce	
		36 Ounce	
10	Grey Board	500 GSM	20×30
11	Executive Bond Paper	70-100 GSM	18×23
12	Bond Paper (A4)	160 GSM	A4
13	Binding Cloth	per Roll	Roll
14	Colour Card Sheet	230 GSM	pkt
15	Ivory Card Sheet	250-300 GSM	22×28
16	Craft Paper	60-100 GSM	22×36
17	Cardsheet (White)	140-180 GSM	22×28
18	Cardsheet (Color)	140-180 GSM	22×28
19	Art paper	170 GSM	
20	Craft Paper	100 GSM	
21	Tracing Paper	A4	per PKT
		Legal	per PKT
		A3	per PKT

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CHAPTER 4

CRITERIA FOR TECHNICAL EVALUATION AND QUALIFICATION

Evaluation and Qualification

- 4.1. DD/Banker's Cheque for Tender Fee
- 4.2. DD/Banker's Cheque for EMD
- 4.3. Detail of Bidder/Firm/Company
- 4.4. Address and Contact Details
- 4.5. GST Registration Certificate
- 4.6. Copy of PAN Card
- 4.7. Copies of certificates of incorporation of the Firm/Registration of Partnership, Company, Proprietary Certificate etc.
- 4.8. Copies of Annual Turnover last three year.
- 4.9. Audited Balance Sheets duly signed by CA for last three years
- 4.10. Certificate of Affidavit unblemished past record duly Attested by notary.
- 4.11. Certificate / Affidavit of being the bonatied manufacturers/whole salers/sole distributors/ Authorised dealers/dealers/sole selling/ marketing agents of the item required (as per toirma SR-11)
- 4.12. Copy of GST Payment Receipt or other related GST payment proof of last month.
- 4.13. Registration Certificate of SSI Unit, (if any)
- 4.14. Enclosed samples of each type paper.

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CHAPTER-5

INSTRUCTIONS TO BIDDERS

निविदा/संविदा की शर्तें

नोट : निविदादाताओं को इन शर्तों को सावधानी पूर्वक पढ़ना चाहिये तथा निविदा भेजते समय इसकी पूर्णरूपेण पालना करनी चाहिये, इन शर्तों के प्रत्येक पृष्ठ पर हस्ताक्षर होना आवश्यक है अन्यथा निविदा पर विचार नहीं किया जायेगा। इस निविदा/अनुबन्ध के क्रम में की जाने वाली क्रय व सभी आपूर्ति पर राजस्थान लोक उपापन पारदर्शिता अधिनियम 2012 व नियम 2013 व सामान्य वित्तीय एवं लेखा नियम, प्रावधान प्रभावी होंगे/रहेंगे।

1. निविदादाताओं को निविदा सूचना, निविदा फार्म में दिये गये निर्देशों के अनुसार संबोधन तथा ऑनलाईन प्रस्तुत करना होगा।
2. निविदायें सामग्री के वास्तविक व्यापारकर्ता/अधिकृत थोक विक्रेता एवं उत्पादनकर्ता द्वारा ही दी जायेगी। अतः वे एस.आर.-11 में घोषणा प्रस्तुत करेंगे (GF&AR Pt II Para 48 (VII) (परिशिष्ट-अ))
3. (1) निविदादाता को जी.एस.टी. पंजीयन प्रमाण-पत्र प्रस्तुत करना अनिवार्य होगा तथा इसके बिना प्रस्तुत निविदा को रद्द कर दिया जायेगा।
(2) आयकर चुकता प्रमाण-पत्र को अधिप्रमाणित करा प्रस्तुत किया जायेगा।
4. पेपर निविदा के साथ नियमानुसार बयाना राशि 18,000/- रुपये का बैंक ड्राफ्ट/बैंकर्स चैक कुलसचिव, रा.वि.वि., जयपुर के नाम से संलग्न करना होगा अन्यथा निविदा निरस्त कर दी जायेगी।
5. निविदादाता को निविदा के साथ कार्यालय पते के विवरण संबंधी प्रमाण-पत्र लगाना आवश्यक होगा।
6. आदेशित सामग्री की मात्रा में कमी तथा वृद्धि के संबंध में समस्त अधिकार कुलसचिव, राजस्थान विश्वविद्यालय, जयपुर के पास सुरक्षित रहेंगे।
7. निविदा के साथ संलग्न सूची में वर्णित प्रत्येक आईटम की एकल दरें ही मान्य होगी; एक से अधिक दरें देने पर संबंधित आईटम की दर अमान्य होगी।
8. निविदादाता द्वारा प्रस्तुत दरों में वैट; एक्साईज व अन्य समस्त कर सम्मिलित होंगे।
9. निविदाकार को हार्ड कॉपी के तौर पर केवल ई.एम.डी. का डी.डी. निविदा परिपत्र में बताई गई अन्तिम तारीख से पूर्व जमा कराना होगा तथा उसके साथ निविदायें प्रस्तुत कर रहा है, उसका सैम्पल अपनी फर्म का लेबल लगाकर प्रस्तुत करेगा सैम्पल न होने की दशा में उसका टेण्डर निरस्त व स्वीकार योग्य नहीं होगा।
10. निविदाएं उनके खोले जाने की तिथि से 90 दिन की अवधि तक के लिये विधि मान्य होगी।
11. आपूर्तिकर्ता अपनी संविदा को या किसी सारवान भाग को किसी अन्य एजेन्सी के लिये नहीं सौपेगा या उप-भाडे (सब-लैट) पर नहीं देगा तथा निविदा जिस नाम से बेची जायेगी उसी नाम से ही स्वीकार की जायेगी।
12. (A) कुलसचिव यदि निविदाकारों की दरों/सैम्पल से संतुष्ट नहीं हों तो उन्हें अन्य फर्मों/विक्रेताओं से बातचीत करने का अधिकार है तथा किसी/समस्त निविदाओं को बिना कारण बताये निरस्त करने का भी पूर्ण अधिकार होगा।
(B) सप्लाई की गयी वस्तुएं निविदा के निर्धारित विनिर्देश, ट्रेडमार्क एवं स्पेशिफिकेशन के पूर्णतया अनुरूप होंगी तथा निर्धारित सैम्पल के अनुरूप होंगी जिसका निरीक्षण सामग्री प्राप्त होने के समय किया जायेगा। अन्य विशेषीकरण की दरें/सैम्पलों पर विचार किया जाना संभव नहीं होगा।
13. सप्लाई जब भी प्राप्त की जायेगी, उसका निरीक्षण यह सुनिश्चित करने के लिये किया जायेगा कि वे निविदा स्पेशिफिकेशन के अनुरूप हैं।

14. निरीक्षण या परीक्षण के दौरान, जो वस्तुएँ निर्धारित मापदण्डों के अनुरूप नहीं पायी जायेंगी उन्हें रद्द कर दिया जायेगा तथा निविदादाता को ऐसी वस्तुओं/सामग्री को क्रेताधिकारी द्वारा नियत/निर्धारित समय के भीतर अपनी स्वयं की लागत पर बदलना होगा।
15. अनुबन्ध/निविदा की शर्तों का उल्लंघन करने पर बिना नोटिस दिये अनुबन्ध निरस्त किया जा सकेगा। अनुबन्ध की अवधि में यदि कोई विवाद होता है, तो उस विवाद को निर्णित करने के संबंध में कुलसचिव, राजस्थान विश्वविद्यालय, जयपुर का निर्णय अन्तिम होगा, जो निविदादाता को मान्य होगा।
16. निविदादाता उचित पैकेजिंग करने के लिये उत्तरदायी होगा। किसी प्रकार की हानि, क्षति, टूट-फूट या रिसाव (लीकेज) या किसी कमी होने के मामले में निविदादाता उन सामग्रियों की जाँच/निरीक्षण किये जाने पर पायी गयी ऐसी हानि एवं कमी की पूर्ति करने के लिये उत्तरदायी होगा। इसके लिये अतिरिक्त लागत स्वीकार नहीं की जायेगी।
17. संलग्न सूची के अनुसार निविदा की दरें अनुबन्ध निष्पादन/आदेश प्रदान करने की तिथि से एक वर्ष तक के लिये मान्य होगी।
18. आपूर्तिकर्ता द्वारा सामग्री की आपूर्ति विभागीय आवश्यकता/मांग के अनुरूप आदेश के अनुसार आदेशित अवधि के अन्दर की जायेगी।
19. यदि क्रेता अधिकारी किन्हीं निविदत्त वस्तुओं की खरीद नहीं करता है या निविदा प्रपत्र में निर्दिष्ट मात्रा से कम मात्रा में माल खरीदता है तो निविदादाता किसी क्षतिपूर्ति का क्लेम करने के लिये अधिकृत नहीं होगा।
20. धरोहर/अमानत राशि का समपहरण : अमानत/धरोहर राशि का निम्नलिखित मामलों में समपहरण कर लिया जायेगा :-
 - (i) जब निविदादाता निविदा खोलने के बाद किन्तु निविदा को स्वीकार करने से पूर्व प्रस्ताव को वापस लेता है अथवा उसमें रूपान्तरण करता है।
 - (ii) जब निविदादाता विनिर्दिष्ट समय के भीतर विहित किसी करार को, यदि कोई हो, निष्पादित नहीं करता है।
 - (iii) जब निविदादाता प्रदायगी के लिये आदेश देने के बाद प्रतिभूति राशि जमा नहीं करता हो।
 - (iv) जब वह विहित समय के भीतर सप्लाई आदेश के अनुसार सामग्री प्रदाय प्रारम्भ करने में असफल रहता हो।
 - (v) यदि निविदादाता इन नियमों के अन्तर्गत विनिर्दिष्ट बोली लगाने वालों के लिये निहित सत्यनिष्ठा की संहिता के किसी उपबन्ध को भंग करता है।
21. (1) करार एवं प्रतिभूति निक्षेप :
 - (i) सफल निविदादाता को सप्लाई आदेश प्राप्ति के सात दिवस में पेपर के लिये 500/- के नॉनज्यूडीशियल स्टाम्प पेपर पर अनुबन्ध करना होगा।
 - (ii) स्वीकृत निविदादाता को, जिन सामानों के लिये निविदाएँ स्वीकार की गई हैं, उनके निविदा मूल्य की कुल राशि का 2 प्रतिशत प्रतिभूति (Security) के रूप में बैंक ड्राफ्ट/बैंकर चैक व बैंक गारंटी जमा कराना आवश्यक होगा।
 - (iii) बैंक ड्राफ्ट/बैंकर चैक के रूप में प्राप्त प्रतिभूति राशि पर राजस्थान विश्वविद्यालय, जयपुर द्वारा कोई ब्याज का भुगतान नहीं किया जायेगा।
- (2) प्रतिभूति राशि का समपहरण :
 - (i) निविदादाता द्वारा निविदा की शर्तों का उल्लंघन करने पर।
 - (ii) निविदादाता द्वारा सम्पूर्ण सप्लाई संतोषजनक ढंग से करने में असफल रहने पर।
- (3) करार पत्र को पूर्ण करने एवं उस पर स्टाम्प लगाने का व्यय निविदादाता द्वारा वहन किया जायेगा तथा रा.वि.वि., जयपुर को उस करार पत्र की एक निष्पादित स्टाम्प शुदा मूल प्रति निःशुल्क प्रस्तुत की जायेगी, जिसकी सत्यापित फोटो प्रति सफल निविदादाता को उपलब्ध करायी जायेगी।

Handwritten signature

22. सफल निविदादाता द्वारा सप्लाई की गई सामग्री का रा.वि.वि., जयपुर किसी भी समय सामग्री की निविदा के स्पेशिफिकेशनानुसार सरकारी प्रयोगशाला से जांच कराने के लिये स्वतंत्र होगा। Sample की केन्द्रीय सरकार/ राज्य सरकार/ अन्य अधिकृत उपक्रम द्वारा जांच के उपरांत ही सप्लाई का आदेश दिया जा सकेगा। जिसका भुगतान संबंधित फर्म द्वारा वहन किया जायेगा।
23. स्वीकृत निविदादाता को सप्लाई आदेश प्राप्त करने पर 7 दिवस अवधि में सामान सप्लाई करना होगा। इसके पश्चात् सप्लाई होने वाले सामान पर पैनल्टी सामान्य वित्तीय एवं लेखा नियमों के अनुसार वसूली जायेगी। फर्म द्वारा आपूर्ति नहीं करने पर धरोहर/प्रतिभूति राशि जब्त कर ली जावेगी तथा यदि आपूर्ति समयान्तर्गत नहीं की गई है तो विलम्ब होने पर निम्नानुसार पैनल्टी वसूली जायेगी :-
- Delay up to one-fourth period of the prescribed Delivery - 2.5 % of total order value.
 - Delay exceeding one fourth but not exceeding half of the prescribed delivery period - 5% of total value.
 - Delay exceeding half but not exceeding three fourth of the prescribed period 7.5%
 - Delay exceeding three fourth of the prescribed period. 10%
 - Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
 - If Firm/Company requests for an extension of time in completion of contractual supply on account of occurrence of any circumstances beyond control of human being, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the circumstances,
 - However, if the delay is caused due to unavoidable circumstances, then Tendering Authority reserves the right to waive off the compensation.
24. परिनिर्धारित क्षति (पैनल्टी), कम प्रदाय, टूट-फूट, रद्द की गई वस्तुओं के लिये वसूली साधारण रूप से बिलों से रोकी जायेगी। कम सप्लाई, टूट-फूट, रद्द किये गये मालों की सीमा तक राशि को भी रोका जा सकेगा तथा यदि सप्लायर संतोषजनक ढंग से उनको नहीं बदलता है तो परिनिर्धारित क्षति (पैनल्टी) के साथ वसूली, उसकी देय राशि, क्लेम्स एवं विभाग के पास उपलब्ध प्रतिभूति निक्षेप से की जायेगी।
25. यदि निविदादाता ऐसी शर्तों को आरोपित करता है, जो इसमें वर्णित शर्तों के अतिरिक्त है या उनके विरोध में है, तो उसकी निविदा का संक्षिप्त रूप में कार्यवाही कर रद्द कर दिया जायेगा। किसी भी सूरत में इसमें से किसी भी शर्त को स्वीकार किया हुआ नहीं समझा जायेगा, जब तक कि क्रेता अधिकारी द्वारा जारी किये गये निविदा स्वीकृति के पत्र में विशेष रूप से उल्लेखित न किया गया हो।
26. निविदादाता करार को निष्पादित करते समय निम्नलिखित दस्तावेज प्रस्तुत करेगा।
- (i) यदि भागीदारी फर्म हो तो पार्टनरशीप डीड की एक अभिप्रमाणित प्रति।
 - (ii) यदि भागीदारी फर्म, रजिस्ट्रार आफ फर्म्स के पास पंजीकृत हो तो पंजीकृत संख्या एवं उसका वर्ष सहित दस्तावेजों की अभिप्रमाणित प्रति।
 - (iii) एक मात्र स्वामित्व के मामले में आवास तथा कार्यालय का पता, टेलीफोन नम्बर।
 - (iv) कम्पनी के मामले में कम्पनी के रजिस्ट्रार के द्वारा जारी किया गया प्रमाण-पत्र।
27. भुगतान—
- (1) राशि का भुगतान दिये गये आदेश के अनुरूप सामग्री पूर्ण एवं सही हालत में प्राप्त होने पर दिया जायेगा।
 - (2) भुगतान निविदादाता द्वारा क्रेता अधिकारी को उचित प्रारूप में सामान्य वित्तीय एवं लेखा नियमों के अनुसार बिल प्रस्तुत करने पर किया जायेगा तथा सभी प्रेषण प्रमार निविदादाता द्वारा वहन किये जायेगे।

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- (3) नियमानुसार देय भुगतान के स्रोत पर कर कटौती की जायेगी तथा इस हेतु निविदा में पैन/आयकर प्रमाण-पत्र की संख्या अंकित करना अनिवार्य होगा।
- (4) निविदादाता द्वारा अंकित की गई दर में सभी प्रकार के कर एवं व्यय, निविदा दरों के अनुसार सम्मिलित होंगे।
- (5) किसी भी प्रकार का अग्रिम नहीं दिया जावेगा।

28. आर.टी.पी.पी. एक्ट 2013 के नियम 83 से 86 के अनुसार निविदाकारक फोरमेट 07 की अपील प्रक्रिया प्रस्तुत कर सकता है।
29. समान विधिक कार्यवाही यदि संस्थित किया जाना आवश्यक हो, तो किसी भी पक्षकार द्वारा या निविदादाता द्वारा जयपुर स्थित न्यायालय में पेश किया जायेगा।
30. प्रिन्टिंग मैटेरियल के सैंपल विश्वविद्यालय, प्रेस में देखे या प्राप्त किये जा सकते हैं।
31. निविदा जमा एवं खोलने के दिन अवकाश/कार्यालय बन्द होने पर उक्त दोनों कार्य पूर्व निर्धारित समय पर, अगले कार्य दिवस में सम्पन्न होंगे।

मैं/हम घोषणा करता हूँ/करते हैं कि मैंने/हमने उपर्युक्त समस्त शर्तों को सावधानी पूर्वक पढ़ एवं समझ लिया है, जो हमें स्वीकार्य हैं, जिसकी सहमति के रूप में निविदा के प्रत्येक पृष्ठ पर हस्ताक्षर कर दिये हैं।

संलग्न : सामान की सूची।

अमानत/धरोहर राशि रु.	हस्ताक्षर निविदाकार
बैंक ड्राफ्ट/बैंकर्स चैक सं. दिनांक	फर्म का नाम
बैंक का नाम	पूर्ण पता
	फोन/मोबाईल नं.
	पैन नं.

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Annexure B: 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 Bids 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 of the Union and the State Government or any local authority as specified in the Bidding Document;
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 officers, not have my/our business activities suspended and not the subject of legal proceeding for any of the forgoing 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 qualification to into 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 a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date


Signature of bidder

Place:

Name:

Designation:

Address

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CHAPTER-6 CONDITIONS OF CONTRACT

6.1 APPLICATION OF THESE CONDITIONS

These Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

6.2 OTHER DOCUMENTS THAT FORM PART OF THIS CONTRACT

The Tender Document (along with its amendments if any), the Bid of the Firm/Company , any clarifications sought by the Tendering Authority, the responses provided by the Firm/Company, and any other correspondence exchanged shall form part of the contract to the extent the same is not inconsistent with this document and the award document to the Firm/Company.

6.3 PERFORMANCE SECURITY

The proceeds of the performance security shall be payable to the Tendering Authority as compensation for any loss resulting from the Firm/Company's failure to complete its obligations under the Contract. The Performance Security/Security Deposit shall be forfeitable for non-performance of the contract and there shall not be any relaxation to anybody.

In the event of any contract amendment, the Firm/Company shall, within 10 days of receipt of such amendment, furnish the amendment to the Performance Security/Security Deposit, rendering the same valid for the duration of the Contract, as amended for further period of **one year** thereafter.

6.4 SAFETY REQUIREMENTS

The Firm/Company shall abide by the job safety measures prevalent in India and shall free the Tendering Authority from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Firm/Company's negligence. The Firm/Company shall pay all indemnities arising from such incidents and shall not hold the Tendering Authority responsible or obligated.

6.5 FIRM/COMPANY'S OBLIGATIONS

The Firm/Company is responsible for, and obliged to conduct all contracted activities as defined in the scope of work or wherever contained in this document, in accordance with the Contract. The Firm/Company is obliged to work closely with the staff of the Tendering Authority and abide by all instructions and directives issued by them.

6.6 Change Orders and Contract Amendments

The Purchaser (as per ECI guidelines) may at any time order the supplier/ selected bidder through Notice to make changes viz. drawings or designs or specifications or formats or anything in the subject matter without impacting the cost of project where Goods/Material/Items & related services to be furnished under the Contract are to be specifically prepared and supplied for the Purchaser.

6.7 USE OF CONTRACT DOCUMENTS & INFORMATION

6.7.1 The Firm/Company shall treat as confidential all data and information about the Tendering Authority, obtained in the execution of his responsibilities, in strict confidence and shall not reveal such information to any other party

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- without the prior written approval of the Tendering Authority.
- 6.7.2 The Firm/Company shall not, without the Tendering Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by them in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 6.7.3 Any document, other than the Contract itself, shall remain the property of the Tendering Authority and shall be returned (all copies) to the Tendering Authority on completion of the Firm/Company's performance under the Contract if so required by the Tendering Authority.
- 6.7.4 The Firm/Company must act in good faith and at all times extend its fullest cooperation to the University, its employees and agents during the performance of the Services.
- 6.7.5 The Firm/Company shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without prior approval of the University.
- 6.7.6 The Firm/Company shall refrain from disclosing or publicizing to its clientele including past and prospective clients or to the public that it has provided Services to the University without prior approval of the University.
- 6.7.7 The Firm/Company shall not divulge to any person not authorized by the University and shall not use for its own purposes, any information concerning the University, its staff or the Project which the Firm/Company may have access to directly or indirectly from the services performed under this Agreement or otherwise during the course of the Project; strict confidentiality shall be maintained by the Firm/Company and its employees /agents in respect of the information provided by the University to the Firm/ Company. This confidentiality clause shall be applicable not only to existing employees of the Firm/Company but also to its employees involved in the project who may leave the service of the Firm/Company, and accordingly, it shall be the responsibility of the Firm/Company to ensure that any such employee also shall not divulge or use any such information for his/her own purpose; Violation of these terms and Conditions resulted into the Civil as well as Criminal liability against the Firm/Company and it's both types of employees (present and past) providing services.
- 6.7.8 The Firm/Company shall have no authority to commit the University to any additional costs, fees or expenses in connection with the Project.
- 6.7.9 The Firm/Company shall report immediately to the University any circumstances or events which might reasonably be expected to impair or prejudice the performance of the Services.
- 6.7.10 The Firm/Company shall at all-time refrain from showing the report/work in progress or the completed report/work to any person not duly authorized by the University in writing.
- 6.7.11 The Firm/Company at any time shall not show or submit report / work in

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progress or completed work report to any person/ authorities except the person/ authorities duly authorized by the University in writing, violation of this shall be civil and criminal liability on Firm/Company.

6.8 RESPONSIBILITIES

6.8.1 Firm/Company shall be responsible for the following activities during the course of assignment:-

- Resource and Project Management as per Scope of the work
- Completion of the work/services/tasks as mentioned in the Scope of the work
- The Firm/Company shall appoint at the Commencement of the Project one of its representatives as a coordinator who shall act as a single point of contact with the University during the conduct of the project

6.8.2 The University shall be responsible for the following activities during the course of the assignment:

- Provide information/data/clarifications for all issues.
- The University shall appoint at the Commencement of the Project one or two of its representatives as a coordinator who shall act as a single point of contact with the Firm/Company during the conduct of the Project.

6.9 FINANCIAL AND LEGAL LIABILITY

The Firm/Company shall be solely responsible for any financial issues arising out of the result of this Contract. Any financial loss to University, due to faulty work as a result of this tender, shall be sole responsibility Firm/Company and he has to fulfill all claims arising out of this problem.

6.10 INDEMNITY

The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred inter alia during and after the contract period out of: Any negligence or wrongful act or omission by the Bidder or any subcontract or third party in connection with or incidental to this contract or Any breach of any of the terms of this contract by all Firms/Companies or any sub-contract or third party.

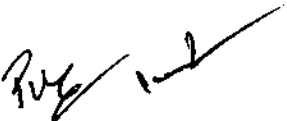
6.11 STANDARDS OF PERFORMANCE

The Firm/Company is liable to complete the work in accordance with the specification and approved International standard according to various laws such as Information Technology Act 2000 and related Laws, Rules and Regulations.

6.12. Conflict of Interest

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift of any material benefit either directly or indirectly in exchange for unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) Not misrepresent or omit that misleads attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;



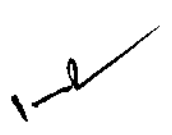
- (c) No indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and process of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with and intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion indulge 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 of Interest.

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

1. A Bidder may be considered to be in a Conflict of Interest with one or more parties in a 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 purpose of the Bid; or
 - d. Have a relationship with each other, directly or through common third parties, that puts another bidders, or influence the decisions 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 is proposed to be hired) by the procuring Entity as Engineer-in-charge/consultant for the contract.

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CHAPTER - 7 COMMERCIAL TERMS

A. STANDARDS OF PERFORMANCE

7.1 PAYMENT SCHEDULE

- 7.1.1 No advance payment will be admissible in any circumstances.
- 7.1.2 Payment will be made after successful delivery/as per supply order.

7.2 LIQUIDATED DAMAGES

- 7.2.1 In case of any delay in the time schedule prescribed BY TENDERING AUTHORITY, payment shall be made on the basis of following percentages of value of stores which the Firm/Company has supplied:-
 - 32. Delay up to one-fourth period of the prescribed Delivery - 2.5 % of total order value.
 - 33. Delay exceeding one fourth but not exceeding half of the prescribed delivery period - 5% of total value.
 - 34. Delay exceeding half but not exceeding three fourth of the prescribed period 7.5%
 - 35. Delay exceeding three fourth of the prescribed period. 10%
 - 36. Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
 - 37. If Firm/Company requests for an extension of time ia completion of contractual supply on account of occurrence of any circumstances beyond control of human being, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the circumstances,
 - 38. However, if the delay is caused due to unavoidable circumstances, then Tendering Authority reserves the right to waive off the compensation.
- 7.2.2 In case of delay beyond thirty days tendering authority will be at liberty to procure the services from any other agency at the risk and cost of the Firm/Company and it also will result in the forfeiture of the Performance Security amount.
- 7.2.3 For any other irregularities, mistakes, etc, penalty at the discretion of Tendering Authority will be imposed.
- 7.2.4 That for unsatisfactory performance owing to absence of Firm/Company's staff, deficieacies in services or for some other reason the teadering authority shall be within its rights to make necessary deductions for such deficiency in services. Alternatively, the tendering authority may, after giviag an opportunity of being heard to the Firm/Company, get such deficiencies fulfilled at the cost and responsibility of the Firm/Company.
- 7.2.5 Where any claim for the payment of a sum of money arises, out of or under this contract against the Firm/Company, the tendering authority shall be entitled to recover such a sum by appropriating in part or whole, from the performance security to be deposited by the Firm/Company. In the event of the performance security being insufficieat, the balance of the total sum recoverable, as the case may be , shall be deducted from any sum then due or which at any time thereafter may become due to the Firm / Company under this and any other persons contracting through the Registrar. University of Rajasthan, Jaipur, should this sum not be sufficient to recover the full amount recoverable the Firm/Company shall pay to this office the remaining balance. For failure to deposit the amount, legal action will be taken against the Firm/Company.

7.3 SUSPENSION OF WORK

The Firm/Company shall, if ordered in writing by the tendering authority for non performance, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Firm/Company shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall he granted to the Firm/Company, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Firm/Company, and



lasts for a period of more than 2 months, the Firm/Company shall have the option to request the tendering authority to terminate the Contract with mutual consent.

7.4 TERMINATION FOR INSOLVENCY

The Tendering Authority may at any time terminate the Contract by giving written notice to the Firm/Company, if the Firm/Company becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Firm/Company, provided that such termination shall not prejudice or affect any right of action or remedy, which has accrued or shall accrue thereafter to the Tendering Authority.

7.5 TERMINATION

7.5.1 The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Firm/Company, terminate the Contract in whole or part:-

- If the Firm/Company fails to deliver any or all of the Goods or Services within the period(s) specified in the Contract,
- If the Firm/Company fails to perform as per the Quality standards and as per the Scope of the Work
- If the Firm/Company, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in Executing the Contract.
- For the purpose of this clause the definition for corrupt practice and fraudulent practice shall be as per the law

7.5.2 The Tendering Authority may also at its sole discretion accept full or part work and also reserves the right to delete any items from the scope of the work.

7.5.3 The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice sent to the Firm/Company, without assigning any reason may terminate the Contract in whole or part, if the tendering authority satisfies that the services of the Firm/Company are no more required or Firm/Company is not executing its services properly.

7.5.4 If the Firm/Company after submission of Bid and due acceptance of the same i.e. after placement of order fails to abide by the terms and conditions of the tender document or fails to execute the work as per the prescribed schedule given or at any time repudiates the contract, the tendering authority will have the right to forfeit the EMD, invoke performance security deposited by the firm and get the work done from other Firm/Company at the risk and consequences of the first Firm/Company. The cost difference between the alternative arrangements and Firm/Company's bid value will be recovered from the firm along with other incidental charges including transportation, taxes, etc. in case tendering authority is forced to work done through alternative source and if the cost is lower, no benefit on this account would be passed on the Firm/Company.

7.5.5 In case of failure by the bidder to carry out the job in accordance with provisions of the contract and as per the Scope of the Work, the tendering authority will have right to cancel the contract and award it to any other Firm/Company and any loss sustained thereby will be recoverable from the first Firm/Company.

7.6 CONSEQUENCES OF TERMINATION

7.6.1 In circumstances mentioned above, the Tendering / Implementing Authority shall exercise the following steps:

- Ask the Firm/Company to leave the job and return the entire material in an "as is where is" condition, and / or:
- Shall forfeit the Security Deposit obtained as performance Guarantee.
- Shall take appropriate steps in terms of remedies for breach of contract under relevant provisions of law.

7.6.2 Tendering Authority reserves the right to disqualify the Firm/Company for a suitable period who habitually failed to supply the services in time.

7.6.3 Further, the Firm/Company whose services do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the tendering authority.

7.6.4 Tendering Authority reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

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7.7 FORCE MAJEURE

- 7.7.1 The Firm/Company shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 7.7.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Firm/Company and not involving the Firm/Company's fault or negligence and not foreseeable.
- 7.7.3 Such events may include, but are not limited to acts of the Tendering Authority in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 7.7.4 If a force Majeure situation arises, the Firm/Company shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority in writing, the Firm/Company shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.
- 7.7.5 Any person participating in a procurement process shall-
- Not offer any bribe, reward or gift of any material benefit either directly or indirectly in exchange for unfair advantage in procurement process or to otherwise influence the procurement process.
 - Not misrepresent or omit that misleads attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - No indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and process of the procurement process;
 - Not misuse any information shared between the procuring Entity and the Bidders with and intent to gain unfair advantage in the procurement process;
 - Not indulge in any coercion indulge impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - Not obstruct any investigation or audit of a procurement process;
 - Disclose conflict of interest, if any and
 - 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 of Interest.

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

- A Bidder may be considered to be in a Conflict of Interest with one or more parties in a bidding process if , including but not limited to:
 - Have controlling partners/shareholders in common; or
 - Receive or have received any direct or indirect subsidy from any of them; or
 - Have the same legal representative for purpose of the Bid; or
 - Have a relationship with each other, directly or through common third parties, that puts another bidders, or influence the decisions of the Procuring Entity regarding the bidding process; or

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- 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 is proposed to be hired) by the procuring Entity as Engineer-in-charge/consultant for the contract.

7.8 RESOLUTION OF DISPUTES

7.8.1 The Tendering Authority and the Firm/Company shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them in connection with the contract.

7.8.2 If, after thirty (30) days from the commencement of such informal negotiations, the Tendering Authority and the Firm/Company have been unable to resolve amicably a contract dispute, all such disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole Arbitrator to be appointed by the mutual consent. All arbitrations shall be held in Jaipur.

7.8.3 All legal disputes are subject to the jurisdiction of Jaipur city courts only.

7.9 GOVERNING LANGUAGE

The contract shall be written in English or Hindi. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same languages.

7.10 APPLICABLE LAW

The contract shall be interpreted in accordance with terms and conditions of the document and The Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 and appropriate Indian Laws.

7.11 TAXES AND DUTIES

The Firm/Company shall be entirely responsible for all taxes, duties, license fees, road permits etc. No increase in the rates shall be allowed during the period of the contract.

7.12 NOTICES

7.12.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address.

7.12.2 A notice shall be effective when delivered or on the notices effective date whichever is later. For the purposes of all notices by the Firm/Company to the Tendering Authority on change address if informed in writing, these shall be sent to the Tendering Authority by the Firm/Company at the address mentioned in the Letter of Award.

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CHAPTER-8
TENDER FORM

TECHNICAL BID

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question.

I) Addressed to:

- a) Name of the Tendering Authority : Registrar
 b) Address : University of Rajasthan, Jaipur – 302 004
 c) Telephone/Fax : 0141 2706813

II) NIT Reference with date :

III) Other related details

1.	Name of Bidder				
2.	Name & Designation of authorised signatory				
3.	Registered Office Address				
4.	Telephone No.		Fax		
5.	Mobile		Email		
6.	Website				
7.	Rajasthan Centre (if any)	Address			
		Telephone No.			
		Contact Person			
8.	Year of Establishment				
9.	Nature of the Firm/ Company (Attach Certificate)	Government	Public	Private	Partnership
	Put Tick (✓) Mark				
10.	No. of years providing service				
11.	GST Registration No. (Enclose copy of Certificate)				
12.	PAN No./ (Enclose Copy of PAN/				

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13.	Whether Firm/Company is agreed to the Terms & Conditions mentioned in the Tender	
14.	Whether registered with the Industries Departments (Enclose copy of Permanent SSI Unit Certificate or equivalent)	
15.	VAT/RST/CST clearance certificate from the concerning commercial taxes officer upto June, 2019 (Enclose copy of certificate)	
16.	Previous Experience (Attach Certificate)	

Name & Signature of Bidder with Seal

CHAPTER 4

CRITERIA FOR TECHNICAL EVALUATION AND QUALIFICATION

Evaluation and Qualification

- 4.1. DD/Banker's Cheque for Tender Fee
- 4.2. DD/Banker's Cheque for EMD
- 4.3. Detail of Bidder/Firm/Company
- 4.4. Address and Contact Details
- 4.5. GST Registration Certificate
- 4.6. Copy of PAN Card
- 4.7. Copies of certificates of incorporation of the Firm/Registration of Partnership, Company, Proprietary Certificate etc.
- 4.8. Copies of Annual Turnover last three year.
- 4.9. Audited Balance Sheets duly signed by CA for last three years
- 4.10. Certificate of Affidavit unblemished past record duly Attested by notary.
- 4.11. Certificate / Affidavit of being the manufacture/Authorised dealer of the item required (SR-11)
- 4.13. Copy of GST Payment Receipt or other related GST payment proof of last month.
- 4.13. Registration Certificate of SSI Unit, (if any)
- 4.14. Enclosed samples of each type paper.

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BID COVERING LETTER
(To be printed on Letter head of the Bidder)

To
The Registrar,
 University of Rajasthan
 Jaipur -302004

Dear Sir,

Tender Reference No.:

SUBJECT: Tender document for participation in the tender process for **Purchase of varinus types of Paper** for EMD as per details given in Chapter-2 of this tender including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Firm/Company as mentioned in the Scope of the work as required by Registrar, University of Rajasthan, Jaipur in conformity with the said tender documents.

1. TERMS AND CONDITIONS

- a) I/We, the undersigned Bidder(s), having read and examined in detail the specifications and all bidding documents in respect 6 this tender do hereby propose to provide goods and services as specified in the bidding document.
- b) I/We, the undersigned Bidder(s), having submitted the qualifying data as required in this tender, do hereby bind ourselves to the conditions of this tender. In case any further information/documentary proof in this regard before evaluation of our bid is required, I/We agree to furnish the same on demand to your satisfaction.

2. RATE AND VALIDITY

- a) All the rates mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the rates and other terms and conditions of this proposal are valid for a period of One years from the date of opening of the bid.
- b) I/We do hereby confirm that our bid rates include all taxes including Income Tax & Professional Tax.
- c) I/we have studied the Clauses relating to Indian Income Tax Act and hereby declare that if any Income Tax, surcharge on Income Tax and any other Corporate Tax is altered under the law, I/we shall pay the same.

3. DEVIATIONS We declare that all the services shall be performed strictly in accordance with the Technical specification, Time Schedule and other terms of the tender document except the deviation as mentioned in the Technical Deviation Performa Further, I/We agree that additinnal conditions, if any, found in the proposal documents, other than those stated in deviation Performa, shall not be given effect to.

4. BID PRICING I/We further declare that the rates stated in our proposal are in accordance with your terms and conditions in the bidding document.

5. EARNEST MONEY I/We have enclosed the earnest money as required. In case of default it is liable to be forfeited in accordance with the provisions of the tender document.

6. BANK GUARANTEE I/We shall submit a Bank Guarantee as required.

7 I/We hereby declare that my/our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of my/our knowledge and belief and nothing has been concealed there from.

8 Until a formal contract is prepared and executed, this Bid offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

9 We understand that you are not bound to accept the lowest or any offer you may receive.

10 We agree to the terms and conditions mentioned in the Tender Document.

Thanking you,

Yours faithfully,

(Signatures)

Date _____ Place: _____ Name: _____ Designation: _____ Seal:

Prasanna

BIDDER'S AUTHORISATION CERTIFICATE

To,
The Registrar,
University of Rajasthan
Jaipur (Rajasthan)
Pin - 302004.

<Bidder's Name> _____ <Designation> _____

is hereby authorised to sign relevant documents on behalf of the Company in dealing with Tender of reference <Tender No./Date> _____. He is also authorised to attend meetings and submit Technical and Commercial Information as may be required by you in the course of processing above said tender.

Thanking You.

Authorised Signatory

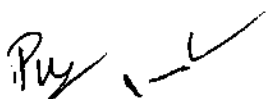
Name :

Seal :

The specimen signature of the authorized person is as:

Attested by the

Authorized Signatory



SELF DECLARATION
(Notarized Affidavit)

Ref. :
To,

Date :

The Registrar,
University of Rajasthan
Jaipur (Rajasthan)
Pin - 302004.

Dear Sir,

In response to the tender No. _____ Date _____ as Owner/Partner/Director of

1. I/We hereby declare that our Agency _____ is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or of a particular period of time.
2. I/We M/s. _____ (Name of the Company) are not blacklisted in any Department of Government of Rajasthan/Government of India/by any University/Public Enterprises.
3. I/We further undertake that our partner M/s. _____ (Name of Firm/Company) having office are also not blacklisted in any Department of Government of Rajasthan Government of India/ by any University/Public Enterprises.
4. I/We hereby declare that there are no pending cases against M/s. _____ (Name & Address of Bidder) with Government of Rajasthan or any other court of law.
5. I/We hereby declare that Bidder's company or Director/Owner of the Company have not been declared by any Court or Competent Authorities in solvent or involved in any fraudulent mean (Economical & Criminal) as on 1st April, 2017.

Name: _____

Address: _____

Telephone Office: _____ (Residence): _____

Mobile No. _____ Fax No. _____

E-Mail: _____

Place:

Signature:

Date:

Name:

Company Seal

Note:

1. In-adequate information could lead to disqualification of the bid.
2. All items should be supported by proper documents.
3. No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.
4. The Notarized Affidavit should be submitted before closing date fixed for Technical Bid Closing.
5. No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.
6. Name, address and Telephone Number (Office, Residence, Mobile) of the contract Person to whom all References shall be made regarding this tender.

File 1-2

DECLARATION FOR PRICE SCHEDULE/ COMMERCIAL BID

Tender Ref. -----

Date -----

To,

**The Registrar ,
University of Rajasthan
Jaipur. (Rajasthan)
Pin – 302004**

Subject : TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR Purchase of various types of Printing Material. EMD as per details given in Chapter-2 of this tender

That we are sole owner of

That we/ the undersigned agency is equipped with adequate hardware/ software and other facilities required for providing services and our establishment is open for inspection by the representative of University.

We hereby offer to provide service at the prices and rates mentioned in the commercial bid (as per commercial template.)

We do hereby undertake, that,

- i. In the event of acceptance of our bid, the services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform the entire incidental services.
- ii. The prices quoted are inclusive of all charges inclusive of traveling, hardware/manpower etc. for providing the desired services FOR.
- iii. We agree to abide by our offer a period of **one year** from the date fixed for opening of the tenders and we shall remain bound by a communication within that time.
- iv. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions.
- v. We do hereby undertake, that until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract shall constitute a binding contract between us.

I/ We hereby, undertake that we shall not ask for any other charges than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding lodging, communication etc, for successful implementation of the project at site.

Dated :

Name & Signature

Name of Agency

Company Seal

Full Address

AGREEMENT FORM

Agreement made this _____ day _____ of One thousand _____
between _____

(hereinafter called the Firm/Company) of the one part and the Registrar, university of Rajasthan, Jaipur. (hereinafter called the University) of the other part.

WHEREAS the Firm/Company has tendered for **Purchase of Paper** (here in after called "The Tendering Authority") as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the Firm/Company has deposited with the Tendering Authority the sum of Rs. _____ (Rupees _____ only) as security for the fulfilment of the Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

The Firm/Company has accepted the contract on the terms and conditions set out in the tender notice no. _____ dated _____ as well in the acceptance of tender no. _____ dated _____ which shall hold good during period of this agreement.

Upon breach by the Firm/Company of any of the conditions of the agreement the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the university of Rajasthan to claim damages for antecedent breaches thereof on the part of the Firm/Company and also to reasonable compensation for the loss occasioned by the failure of the Firm/Company to fulfil the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive of the amount of such compensation payable by the Firm/Company to the University.

Upon the determination of this agreement whether by efflux ion of time or otherwise the said deposit shall after the expiration of _____ months from the date of such determination be returned to the Firm/Company but without interest and after deducting there from any such due by the Firm/Company to the University under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one months notice in writing without compensating the Firm/Company.

In witness whereof the said _____ hath set his hand hereto and the Tendering Authority has on behalf of the University of Rajasthan affixed his hand and seal thereto the day and year first above written.

The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the Tendering Authority to the Bidder as hereinafter mentioned the Bidder hereby covenants with the Tendering Authority to provide the services and to remedy defects therein conformity in all respects with the provisions of the contract.

The Tendering Authority hereby covenants to pay the Bidder in consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to obtain services from else other organization after giving due notice to the Bidder on the amount and at the risk of the Bidder without cancelling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

In the event of action to be taken, the Firm/Company shall be liable for any losses, which the Tendering Authority may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

FIRM/COMPANY

**Registrar, University of Rajasthan, Jaipur.
on behalf of the University of Rajasthan, Jaipur**

Witness 1-

2-

Handwritten signature

PERFORMANCE SECURITY FORM

To,
(Name of Indenter)

WHEREAS _____ (Name of Bidder) hereinafter called " the Bidder " has undertaken contract No. _____ dated, _____ 20____ to render services hereinafter called the Contract"

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a bank Guarantee by a Nationalised bank for the sum specified therein as security for compliance with the Bidder's performance obligation in accordance with the contract.

AND WHEREAS we have agreed to give the Bidder a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of _____ (Amount of the guarantee in words and figure) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limit of _____ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

The guarantee is valid until the _____ day of _____ 20____

Signature and Seal of Guarantors

Date : _____

Address :

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

Formate-7

Appeal No. of

Against the (Appellate Authority)

Particulars of appellant:

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

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

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

2. Number and date of the order appealed against and name and designation of the officer/authority who 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.

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

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

5. Grounds of appeal:

.....
.....

.....(Supported by an affidavit)

6. Prayer:

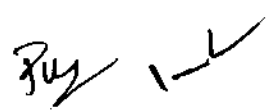
.....
.....

Place

Date

Appellant's Signature

Name & Signature of Bidder with Seal



Name & Signature of Bidder with Seal

COMMERCIAL BID

Tender Inviting Authority: Registrar, University of Rajasthan, Jaipur							
Name of Work: Purchase of Paper							
NIB. NO. R.U.P./2020/			Dated-				
Bidder Name:							
PRICE SCHEDULE							
<small>(This Commercial Bid must not be modified/replaced by the bidder and the same should be put in the separate envelope after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name, Description of the quoted item and Respective Values only)</small>							
S. No. as per Technical Specifications	Item Description		Basic Rate Per Unit (Rs.) (excluding GST)	GST			Total Rate Per Unit* (Rs.) (3+4+5+6)
				SGST	CGST	IGST	
1	2		3.	4	5	6	7
1.	Paper						
	S. No.	Item Description	Size	Quantity	Bid Price GSM/ Per Roll/ Per packet/ Per Bundle/Per Meter	Total Amount in Rs.	
	1	2	5	6	7	8	
	1	Creamwove White	17×27 58-60 GSM	200 Ream			
			20×30 58-60 GSM				
			22×36 58-60 GSM	10 Ream			
	2	Maplitho White (in Sheet)	43×69 68-80 GSM	200 Ream			
			51×76 68-80 GSM	50 Ream			
			58½×91 68-80 GSM	10 Ream			
	3	Art Card Paper	58.5×91 250 GSM	1 Paket			
			58.5×91 300 GSM				
	4	Cover Paper (in four Colour)	22×28 100-135 GSM	80 Ream			
	5	Colour paper (in four colour)	18×22 44-56 GSM	40 Ream			
6	Pulp Board (White)	22×28 230 GSM	04 Gross				
7	Pulp Board (Colour)	22×28 230 GSM	04 Gross				

Push

8	Ledger Paper	43×69 80-95 GSM	20 Ream				
9	Straw Board	18 Ounce	10 Bundl				
		28 Ounce	10 Bundl				
		32 Ounce	10 Bundl				
10	Grey Board	20×30 500 GSM	2 Ream				
11	Executive Bond Paper	18×23 70-100 GSM	2 Ream				
12	Bond Paper (A4)	A4 160 GSM	5 Ream				
13	Binding Cloth	Per Roll	20 Roll				
14	Colour Card Sheet	230 GSM pkt	4 Ream 4 Colour				
15	Ivory Card Sheet	22×28 250-300 GSM	—				
16	Craft Paper	22×36 60-100 GSM	02 Ream				
17	Cardsheet (White)	22×28 140-180 GSM	02 Ream				
18	Cardsheet (Color)	22×28 140-180 GSM	04 Ream 4 Colour				
19	Art paper	170 GSM	02 Ream				
20	Craft Paper	100 GSM	02 Ream				
21	Tracing Paper	A4 per PKT	10 pkt				
		Legal per PKT	10 pkt				
		A3 per PKT	10 pkt				

Dated :

Signature of Firm/Company with Seal

Name :

Full Address:

Mobile No. :

Py

Note:

- 1- All the costs should be quoted in Indian Rupees and should be fixed on lump sum basis. No escalation of cost will be allowed under any circumstances.
- 2- Bidder must quote for every column of the price schedule. Do not write Zero. Nil, etc in any column.
- 3- **The rates are F.O.R. the University of Rajasthan, Jaipur**
- 4- University shall not pay separately any specific statutory taxes/ service charges to any authority.
- 5- No hidden charges will be allowed , if any
- 6- Grand Total should be written both in words and figure.
- 7- Quoted rates must be inclusive of all charges by way of packing forwarding incidental of transit charges including transit insurance, octroi and any other levies or duties etc. and transportation of material up to University colleges/departments/centres. Rates are F.O.R.
- 8- All the rates and other terms and conditions of this proposal are valid for a period of One years from the date of opening of the bid.

Pu
1-L