

CENTRAL UNIVERSITY OF RAJASTHAN
Bandarsindri – 305817 Distt. Ajmer,Rajasthan



TENDER NOTICE & DOCUMENT FOR
SUPPLY AND INSTALLATION of
“BLACK STONE MADE RIGHT TRUNK SITTING GANESH STATUE”
at Central University of Rajasthan

S. No.	Contents	Page No.
(1)	Schedule of tender	03
(2)	Tender notice	04
(3)	Important notes to bidders	05-07
(4)	Terms and conditions of tender	08-20
(5)	Special Terms and conditions	21
(6)	Technical specifications	22
(7)	Annexure-A-1	23
(8)	Tender Form (Techno Financial Un priced Bid)	24-25
(9)	Tender Form (Priced Bid)	26
(10)	Price Schedule A-1	27
(11)	Format of Performance Bank Guarantee	28-29
(12)	Format For Manufacturer's Authorization Letter To Agent	30
(13)	Declaration Regarding Blacklisting/ Debarring for Taking Part in Tender	31
(14)	Technical Specifications Compliance Sheet	32
(15)	Check list for terms and conditions	33



1. Schedule of Tender

Tender document for the supply and installation of “Black Stone made Right Trunk Sitting Ganesh statue” at Central University of Rajasthan.

Sealed tenders are invited from the reputed Sculptors / Firms etc. having adequate knowledge for making & installation of 6ft Black Stone made Right Trunk Sitting Ganesh Statue with “Part A” as Technical Bids and “Part B” as Financial Bids. The details are as follows:

S. No.	Name of the Item	Quantity	Amount of E.M.D (Rs.)	Tender Fee
1.	Black Stone made Right Trunk Sitting Ganesh Statue	01	12000	Rs.1000/- Tender fee will be nil if it is downloaded from the website.

Tender Document upload (publish) date/time: 12/05/2020 upto 02.00 P.M..

Last Date of Submission of Tender: 02/06/2020 (up to 2 .00 P.M.)

Date of opening of Tender (Technical Bid): 02/06/2020 at 3.00 P.M.

Type of Tender: Two Bid Systems. (Rule 163 GFR 2017)

Mode of EMD and Tender fee: Bidders should send separate D.D. for Tender Fee and EMD (Refundable without any Interest) in favour of Central University of Rajasthan, payable at Kishangarh/ Bandarsindri.

NOTE:

1. If the tender is not opened on the above date, due to unforeseen circumstances, then the next working day will be considered as tender opening date.
3. The bidders who fail to submit the required tender fee, if applicable and EMD, their techno financial bids will not be considered for opening.
4. Bidder or their authorized representatives may attend the opening of the tender.

(2) TENDER NOTICE

Tender Notice for supply and installation of “Black Stone made Right Trunk Sitting Ganesh statue at Central University of Rajasthan

	Central University of Rajasthan NH-8 Bandarsindri, Kishangarh, Distt-Ajmer-305817 Tel: 01463 – 238755 Website www.curaj.ac.in .
CURAJ/Purchase/Tender/2020-21/146	Dt. 12 /05/2020
<u>TENDER NOTICE</u>	
<p>Sealed quotations are invited from the reputed Sculptors / Firms etc for the supply & installation of “Black Stone made Right Trunk Sitting Ganesh statue” at Central University of Rajasthan. Quotations completed in all respects along with technical and price bids should reach the office of the undersigned on or before 02/06/2020 up to 02.00 P.M. Technical bids will be opened on same day at 03.00 P.M. in the presence of available bidders, if any. For further details, please visit our website www.curaj.ac.in and CPP Portal i.e. https://eprocure.gov.in</p>	
Registrar	

(2) राजस्थान केन्द्रीय विश्वविद्यालय में ब्लैक स्टोन निर्मित राइट ट्रंक बैठे गणेश प्रतिमा" की आपूर्ति और स्थापना के लिए निविदा सूचना।

	राजस्थान केन्द्रीय विश्वविद्यालय राष्ट्रीय राजमार्ग 8, किशनगढ़ जिला अजमेर 305817 दूरभाष: 01463– 238755 वेबसाइट www.curaj.ac.in
सी०यू०आर०ए०जे० / क्र०य / 2020–21 / 146	दिनांक 12 /05/2020
<u>निविदा सूचना</u>	
<p>विश्वविद्यालय में ब्लैक स्टोन निर्मित राइट ट्रंक बैठे गणेश प्रतिमा" की आपूर्ति और स्थापना के लिए मूर्तिकारों / फर्मों से मुहर बंद निविदायें आमंत्रित की जाती हैं। इच्छुक निविदाकर्ता मुहर बंद लिफाफे में पूर्ण रूप से भरी हुई निविदा (तकनीकी और वित्तीय) अधोहस्ताक्षरकर्ता के कार्यालय में दिनांक 02 /06/2020 को अपराह्न 02.00 बजे तक भेज सकते हैं। प्राप्त निविदायें उसी दिन अपराह्न 3.00 बजे निविदाकर्ताओं की उपस्थिति में खोली जायेंगी, यदि हों। निविदा सूचना एवं विस्तृत जानकारी विश्वविद्यालय वेबसाइट www.curaj.ac.in एवं CPP Portal https://eprocure.gov.in पर उपलब्ध है।</p>	
कुलसचिव	

Central University of Rajasthan, Ajmer, invites sealed tenders as a “2 Bid System” from reputed Sculptors / Firms etc for the supply & installation of “Black Stone made Right Trunk Sitting Ganesh statue” at Central University of Rajasthan, in two parts, “Part A” (Technical Bid) and “Part B” (Financial Bid).

The detailed terms & conditions, name of items etc. can also be downloaded from the website www.curaj.ac.in or CPP Portal i.e. <https://eprocure.gov.in>. All other amendment/modification/Corrigendum in future will only be published on the website www.curaj.ac.in or CPP Portal i.e. <https://eprocure.gov.in>

(3) Important Notes to the Bidder:

1. Central University of Rajasthan, Bandarsindri, invites tenders under “2 Bid system” for the supply & installation of “Black Stone made Right Trunk Sitting Ganesh statue” at Central University of Rajasthan as per the specifications given in the “**Annexure A-1**”.
2. Tender document can be downloaded from the University website at URL Link: or Central Public Procurement Portal (CPPP) at www.eprocure.gov.in and <http://www.curaj.ac.in/tenders>.
3. The bidders are requested to read the tender document carefully and ensure all the compliance with instructions herein. Non-compliance of the instructions contained in this document may disqualify the bidders from the tender process.

All offers should be written in the English and price should be written in both, figures and words. The offer should be typed or written in pen ink or ball pen. Offer in pencil will be ignored. The tenderer shall certify that the rates being quoted are not higher than those quoted for any Govt. Deptt. or Institution or DGS&D or any organization and that if during the years at any time the tenderer has quoted rates lower than those quoted against this tender, the University would be given the benefit of Lower rates by the tenderer. The relevant documents should be enclosed with technical bid. **University is entitled for concessional GST @ 5% as per Notification No. 45/2017 –(Central Tax Rate) and Notification No. 47/2017-(Integrated Tax Rate) dated 14-11-2017. This University is also registered with DSIR vide TU/V/RG-CDE(1115)/2018 dated 12-10-2018 for availing concessional Custom Duty. Bidders have to see the applicability of above notification in this tender.**

4. The prescribed tender documents should be submitted in one sealed envelope duly super scribed with “**Tender for supply and installation of “Black Stone made Right Trunk Sitting Ganesh Statue” at Central University of Rajasthan at Bandarsindri, Ajmer (Rajasthan)**”. This sealed envelope should contain three sealed envelopes marked A, B, & C as prescribed as under:
 - a) Envelope A containing appropriate Tender Fee & Earnest Money Deposit (EMD) in the form of Demand Draft in favor of CENTRAL UNIVERSITY OF RAJASTHAN payable at Bandarsindri, Kishangarh/Madanganj. Tender shall be rejected if the Earnest money D.D.’s are not found in proper order.
 - b) Envelop B containing the Technical Bid along with the supporting documents. (See Terms & Conditions for more details)
 - c) Envelop C containing the Financial Bid.

The tender document should be sent to:

**The Registrar
Central University of Rajasthan
N.H.-8 Road, Jaipur-Ajmer Highway,
Bandarsindri, Kishangarh, Distt. Ajmer,
Rajasthan- 305817**

5. The complete tender document is to be signed with seal & is to be placed in the separate envelope along with the necessary required documents.
6. Bidders are required to enclose photocopy of cheque & NEFT Bank Details with tender /quotation to enable us to making payment through on line transfer for refund of EMD.
7. All bids must be delivered to the above office up to the date and time indicated above. Bids will be opened in the presence of Bidders' authorized representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be next working day or as announced by the University in the appropriate manner.
8. Any clarification regarding tender specification before submission of tender document can be discussed with the Officer Incharge (Purchase) 01463-238757, email id is oic.purchase@curaj.ac.in.
9. Please Note that the tender document is subjected to verification with the original document, and if any discrepancy is found, the tender would be rejected. Tenders (Technical Bid) will be opened first in the presence of the attending vendors.

Registrar
CENTRAL UNIVERSITY OF RAJASTHAN
Bandarsindri, Rajasthan

CENTRAL UNIVERSITY OF RAJASTHAN

(To be filled by the Vendor/ Bidder)

1. Nature of the Statue/Instrument:

2. Name of the Vendor:

3. Full Address of the Vendor:

4. Telephone/ Mobile No.

5. Fax. No. (If any)

6. Registration No. of Firm

7. PAN

8. GST Registration No.

10. Details of the D.D.

For **Tender Fee (Non-Refundable)** : D.D. No. _____ dated _____

For **E.M.D Amount (Refundable)**: D.D. No. _____ dated _____

Drawn from the bank _____

Seal and signature of the bidder/Vendor

(4) TERMS AND CONDITIONS OF THE TENDER

1. All offers should be written in the english and price should be written in both, figures and words. The tenderer shall certify that the rates being quoted are not higher than those quoted for any Govt. Deptt. or Institution or any organization during last one year. If during the last one year at any time the tenderer has quoted rates lower than those quoted against this tender, the University would be given the benefit of Lower rates by the tenderer. The relevant documents should be enclosed with technical bid.
2. The duly constituted committee appointed by the competent authority of Central University of Rajasthan, Bandarsindri, reserves the right to select some items (in single or multiple units) and reject the others or all items mentioned in the Schedule. The same committee will also reserve the right to revise or alter the specifications before acceptance of any tender with prior notice on the University and Central Public Procurement Portal (CPPP) at www.eprocure.gov.in.
3. Incomplete tenders, amendments and additions to tender after opening are liable to be ignored and rejected.
4. The Bid shall be treated as a 2 Bid System. The Technical Bid will be considered for applicants who's Tender Fee, if applicable and Earnest Money Deposit (EMD) is found in order. Financial Bid shall be opened for those bidders who have qualified in Technical Evaluation.
5. **Changes/amendment:** At any time prior to the deadline for submission of tender, the University may amend the tender documents issuing by addendum/corrigendum. The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes, if deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Vendor of notice of change (amendment order). Price increase, extension of time for delivery and

change in quantity shall not be binding on the University unless sufficiently justified by vendor and accepted by the university in a form of amendment/modified Order issued and signed by the University.

6. **Bid Validity-** Bids should be valid for a period of 180 days from the date of opening of financial bid.
7. **Withdrawal of bids:** No bidder will be allowed to withdraw its bid in the interval between the deadline of submission of bids and expiration of period of bid validity. Withdrawal of bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.
8. **OEM/Authorized Dealer/agents of Supplier:** when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its bid, the manufacturer's authorization certificate and also manufacturer's confirmation of extending the required warranty for that product. In cases where the manufacturer has itself submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned.
9. **Bid Security:** Bid Security should remain valid for a period of 45 (Forty Five) days beyond the final bid validity period. The Bid Security can be submitted in the form of an account payee demand draft, fixed deposit receipt, or banker's cheque. The MSEs are provided tender documents free of cost and are exempted from payment of earnest money, subject to furnishing of relevant valid certificate for claiming exemption. A bidder's Bid Security will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required Performance Security within the specified period. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid Security should be refunded to the successful bidder on receipt of a performance security.
10. **MSE Bidders:** In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20 (twenty) per cent of total tendered value. The 20 (twenty) per cent quantity is to be distributed

proportionately among these bidders, in case there are more than one MSMEs within such price band. Within this 25% (Twenty Percent) quantity, a purchase preference of four per cent (that is, 25 (twenty) per cent out of 25 (twenty) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE. MSEs would be treated as owned by SC/ ST entrepreneurs:

- a) In case of proprietary MSE, proprietor(s) shall be SC /ST
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit
- c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters

11. Performance Security: On receipt of notification of award from the University, the successful Bidder within 14 days shall furnish the performance security at 5% of the cost of the material ordered in the form of DD/FDR in favor of The Central University of Rajasthan or in the form of Bank Guarantee issued/confirmed from any of commercial bank in India in an acceptable form. Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier, including warranty obligations. The Performance Security will be forfeited and credited to the University account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. Failure of the successful bidder to submit the performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the University may make the award to the next lowest evaluated bidder on same rate or call for new bids.

12. Prices and Taxes: Prices quoted should be firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to, in writing by both parties. The vendor agrees that any price reduction

made with respect to Material covered by this order subsequent to placement will be applied to the order.

- I. **Elements of Price:** Where the price has several components such as the price of the goods, cost of installation and commissioning, operators' training, and so on, bidders should furnish a cost break-up indicating the applicable prices and taxes for each of such components along with the overall price.
- II. **Currency:** tenderers are to quote and accept their payment in Indian currency only.

Prices should be FOR –Central University of Rajasthan, Bandarsindri, Ajmer
All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth shall be inclusive of applicable taxes until and unless specified in the schedule.

13.Price Fall Clause:- If at any time prior to delivery of the statue/stores, the bidder/supplier reduces the sale price of such statue stores as covered under this tender enquiry, to any organization (including Central/State/Deemed university) at price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this tender for the Statue/stores being supplied after the date of coming into force of such reduction, the price of Statue/stores shall stand corresponding reduced.

14. Terms of Payment:

a. Terms of payments for domestic goods: payment shall be released on submission of proof of delivery of complete Item/stores (stores/consignee receipt), inspection report and on certification of satisfactory installation of the item at the consignee's premises and after ensuring that already furnished Performance Security (5% of Order value) valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder / supplier including comprehensive maintenance warranty obligations.

b. Documents for payments of domestic goods:

- i. Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- ii. Packing list;
- iii. Insurance certificate, if applicable;
- iv. Railway receipt/consignment note; if applicable
- v. Manufacturer's guarantee/warranty certificate;
- vi. Inspection and installation certificate duly signed by the service engineer and university official; and
- vii. Any other document(s) as and if required in terms of the contract.
- viii. Copy of cancelled check/NEFT detail for making online payment.

15. Insurance: Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract. If considered necessary, insurance may cover "all risks" including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the Procuring Entity for receiving the goods at the destination.

16. E-Payments: Bidders are required to enclose photocopy of cheque & NEFT bank details with tender /quotation to enable us to making payment through on line transfer.

17. TDS on account of Income Tax and GST will be made as per rule.

18. Refund from supplier: if the supplier, after claiming and receiving reimbursements for sales tax, excise duty, custom duty, and so on, from the purchaser, applies to the concerned authorities for refunds, on genuine grounds, of certain portions of such duties and taxes paid by it and receives the allowable refunds. Such refunds contain the purchaser's share also (out of the payments already made by the purchaser to that supplier) and that should be refunded to the University.

19. Delivery Period: The Item should be delivered to Central University of Rajasthan within 60 days of issue of order. If any material is not delivered by the date specified therein, the University reserves the right, without liability, to cancel the order for undelivered material not yet shipped or tendered, and to purchase the same from another vendor and to charge the defaulting Vendor for any loss incurred in this transaction. Any provisions thereof for delivery by installment shall not be construed as obligatory unless agreed upon by both the parties. The University shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in the order unless arrangements for such early delivery have been confirmed with the receiving party.

If the vendor is unable to complete performance at the time specified for delivery, by reason of strikes, labour disputes, riot, war, fire or other causes beyond the Vendor's reasonable control, the university at its option, may elect to take delivery of material and to pay such proportion of the contract price as deemed reasonable by the University.

20. Rescheduling: The University may without liability at least seven days prior to the scheduled delivery date appearing on the order defer delivery on any or every item under said order by giving oral notice to the Vendor (confirmed in writing within seven working days) of any necessary rescheduling.

21.Shipping, packaging and labeling: All material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practices and where incorporated, the University's packaging specification. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit, including the final destination. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the purchaser. It is the sole responsibility of the vendor to provide/replace the item/goods, if it is lost or broken during the shipping or transportation due to whatever may be the reason. Vendor is responsible to ensure, by contacting the University, that the shipping has been properly done i.e., all the items/goods have properly reached the University.

22.Inspection and Acceptance: Material procured from vendor shall be inspected and tested by the University or its designee at vendors cost. If deemed necessary by the University, the vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to material covered by this agreement shall be made available to the University during the performance of the order.

- a. If any material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the Vendor:
 - i. rescind the purchase/supply order as to such non-conforming material;
 - ii. accept such material at an equitable reduction in price;
 - iii. reject such non-conforming material and require the delivery of suitable replacements

- b. If the vendor fails to deliver suitable replacements promptly, the university, with notice of seven business days, may replace or correct such material and charge the vendor the additional cost occasioned thereby, or terminate this order for default.
- c. No inspection (including source inspection) test, approval (including design approval) or acceptance of material shall relieve the Vendor from responsibility for defects or other failures to meet the requirements of this order. Rights granted to the University in this article entitled INSPECTION is in addition to any other rights or remedies provided elsewhere in this order or in Law.

23.Invoicing / Payments / Set-offs: After completion of supply against the purchase order, the vendor shall send duplicate invoices including item number to the University's concern department.

Payment of invoice shall not constitute acceptance of material ordered and shall be subject to appropriate adjustment, if the vendor failed to meet the requirements of this agreement. The University shall have right at any time to set-off any amounts due to the Vendor, (or any of its associated or affiliated companies) against any amounts owed by the university with respect to this agreement.

24.Selection of the bidder: For the purpose of selection of the bidder, a two-stage bidding process will be followed. The response to the tender should be submitted in two parts viz. Technical Bid & Commercial Bid.

a. **Technical Bid:** Technical bid should contain information regarding the company/firm registration details, authorization letter, clientele list (List of Users), performance certificate from clients, self-declaration for not black listed, business turnover, experience and other details of the firm to judge the suitability of the bidder. Bidder must ensure the following conditions while going for the bidding:

- I. **SPECIFICATIONS:** Specifications are basic essence of the product/contract. It must be ensured that the offers must be strictly as per our specifications mentioned at Annexure-A1 at technical specification section.
- II. Signed & Stamped compliance sheet of the technical specification of the offered statue must be enclosed with the technical bid in the prescribed format.

- III. Average Annual turnover of the bidder, for the last three successive years should be **18** Lakhs or more and duly certified by the chartered accountants.
- IV. Self-attested photocopy of annual turnover, IT clearance Certificate, audited balance sheet, etc. for last three years.
- V. The bidder/OEM self-declaration stating that he/she is not banned/debarred or black listed by any Central/State Govt. of India/PSU/Organizations/Institutes in India or abroad in prescribed format.
- VI. DD for Tender Fee & EMD amount as applicable.
- VII. University reserves the right to carry out a technical inspection and performance evaluation (benchmarking) of the offers, made by shortlisted vendors. The shortlisted vendors may be asked to come and give out presentation / demonstration.
- VIII. The Sculptor/Firm should have minimum 12 years' experience in the making of black stone Statue and should attach copy of order covering this period.

b. Short listing of vendors: University will shortlist technically qualifying vendors and the financial bid of only these vendors will be opened. University reserves the right to decide whether the items being quoted are as per the requirement of the University and are of standard/leading brands in the market. University reserves the right to decide which offer best suits the requirement of the university. Further, after opening financial bids of the short listed tenders, if there is a discrepancy between word and figure, the amount indicated in words will prevail.

c. Price Bid/ Financial Bid: Financial bid should contain price of the material required to be supplied as per Price Schedule "A1" as supplied by the University along with tender form, duly filled and signed by the authorized person.

25. Installation and Commissioning: Free of cost at University. The OEM must ensure timely installation of the complete unit with necessary support to the indenters, as per details and lists to be made available by the Stores Section or the indenting Departments/Centre/Schools.

26. Conditional Offer will not be accepted.

27. Rejection of Bids:

- a. If bidders give wrong information in their bid, University reserves the right to reject such bids at any stage and forfeit the Earnest Money Deposit / Performance Bank Guarantee and cancel the order, if awarded.
- b. If the technical offer contains any price information the offer will be summarily rejected.
- c. Canvassing in any form in connection with the tender is strictly prohibited and the bids submitted by the bidder who resort to canvassing are liable for rejection.
- d. Unsigned tenders/bids, unattested corrections and over writing by bidders are also liable for rejection.
- e. Bids submitted without supporting documents as mentioned or required to submit with bids are liable to be rejected.
- f. The Tenderers must confirm in their bid acceptance in full of the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render /liable the Quotation for rejection.

28. Liquidated damages for delayed supply: If vendor fails to deliver any of or all products or does not perform the services within the period specified in the contract, the University reserves the right to, without prejudice to its other remedies under the contract, deduct from the bill, a sum equivalent to 1% of the price of undelivered stores at the agreed price for each week to maximum limit of 10% of the value of stores so undelivered. Once maximum is reached, the second party may consider termination of contract.

29. Assignment / subcontracting /sublet: The Vendor shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted /sublet any obligations or work hereunder without the prior written consent of the University.

30. Cancellations of tender: The University reserves Right to Accept any Bid and to Reject any Or all Bids: The Purchaser also reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to

the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

The University may cancel agreement entered with vendor in whole or in part, for no cause, upon written, FAX, or telex notice to the Vendor, effective when sent, provided such notice is sent ten (10) days prior to the delivery date, specified on the face of this order, in the event that the vendor:

- a. fails to comply with any term or condition of this order including, but not limited to, delivery terms; or
- b. appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or
- c. files a voluntary petition in bankruptcy; or
- d. has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or
- e. voluntarily ceases trading; or
- f. merges with or is acquired by a third party; or
- g. Assigns any of its rights or obligations under the Order to a third party without the university's prior written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the university may have in Law or in Equity, the university may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the university such work in progress or completed material as may be requested by the university. The University shall have no liability to the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the university prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to the university.

31.Warranty:-

- a. Two year onsite comprehensive warranty. During the warranty period, replacement of any part or rectification of defects of works will be free of cost.
- b. Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the bidders need to supply all the goods in the specified form to the satisfaction / specifications specified in the order /

contract and demonstrate at their own cost. The payments shall be made only after receiving the material in the required specifications and quality to the satisfaction of the University authorities.

- c. The vendor shall warrants that any material supplied hereunder shall conform to the generally recognized manufacturing and safety standards of the vendor's industry as per Indian Standard Institution (ISI) or similar standard.
- d. Vendor should provide insurance up to the delivery point (on-site and not up to the nearest international airport) and until the time of installation.
- e. In addition to any other express or implied warranties, the vendor warrants that the material furnished pursuant to this order will be:
 - I. Free from defects in design except to the extent that such items comply with detailed designs provided by the university; of merchantable quality and suitable for the purposes, if any, which are stated in the tender/quotation.

This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this order and such warranties shall be extended to the employees, students, and users of the material. Nothing herein, however, shall limit the University's rights in law or equity for damages resulting from delivery of defective goods or damage caused during the delivery of goods or provision of services. Rights granted to the University in this article entitled "WARRANTIES" are in addition to any other rights or remedies provided elsewhere in this order or in law.

32. Patent Indemnity: The vendor shall have to indemnify, hold harmless and defend the University, its employees, and students with respect to all claims, suits, actions and proceedings of actual or alleged infringements of any Letter, patent, registered or industrial design, trademark or trade name, trade secret, copyright or other protected right in any country resulting from any sale, use or manufacture of any Material delivered hereunder and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the University's) associated herewith. The university reserves the right to be represented in any such action by its own counsel at its own expense.

33.Compliance with laws: After acceptance of tender, successful bidder shall have to comply with the requirements of all the existing laws. The Vendor shall also have to comply with the Fair Labour Standards Act and the Occupational Safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the Vendor's performance hereunder. The vendor will have to indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University, by reason of the vendor's failure to comply with any laws, ordinance, regulations and codes.

34.Law of the Contract: The agreement entered with vendor shall be governed by and interpreted in accordance with the laws in existence and the Jurisdiction of Rajasthan.

35.Site preparation: The supplier shall inform the University about the site preparation, if any, needed for installation, immediately after receipt of the supply order. Suppliers must provide complete details regarding space and all infrastructural requirements needed for the Statue, which University should arrange before the arrival of material to ensure its early installation and smooth operation thereafter. The supplier may offer his advice and render assistance to University in the preparation of the site and other pre-installation requirements.

36.Delivery and Opening of Tender: All tender documents should be sent through courier, speed post, registered post or by person. Telegraphic / fax offer will not be considered and ignored straightway. All tender documents received after the specified date and time shall not be considered.

The completed tender should be delivered at the Inward Section of the Administrative building of the Central University of Rajasthan, Bandarsindri, Ajmer, Rajasthan-305817.

I/We have read all the enclosed terms and conditions carefully and ready to accept and according to that I/We are submitting herewith the tender.

Seal & signature of vendor

(5)Special Terms and Conditions

1. The reputed sculptor/firm should submit his bio-data and list of work (prepared and installed so far in support of their experience in the field i.e. credentials).
2. The Sculptor/Firm should have minimum 12 years' experience in the making of black stone Statue.
3. The firm should submit the registration certificate including the name of the sculptor and bio-data.
4. PAN card copy
5. Provide the details of previous work including photographs to judge the workmanship and quality of work performed.
6. They should provide total cost including cost of the statue with transportation.
7. The Black Stone made Right Trunk Sitting Ganesh Statue should be 6 feet height along with fine design of traditional ornaments.
8. The statue must be delivered at Central University of Rajasthan, NH - 8, Bandarsindri, Kishangarh - 305817, Dist - Ajmer - Rajasthan within 60days from the date of issue of the supply order.
9. The authority reserves the right to reject any or all the quotations without assigning any reason thereof.
10. If anything happens under natural weather conditions in 2 years, it will be maintained by the supplier free cost.

(6) TECHNICAL SPECIFICATIONS SECTION

Technical Specifications: The tenderer shall meet the respective minimum technical specifications for the item that is being bid for. Any additional features or specifications in excess of these minimum specifications will be appreciated. A set of desired additional features are mentioned along with the minimum technical specifications, wherever appropriate.

I / We the undersigned am / are ready to supply & install the following instruments along with all other accessories complete as mentioned below with accepting the terms and conditions which are enclosed with this order form and quote for the same

The technical specifications for the Instrument are being placed under this tender have been detailed in the “**Annexure A-1** ”..

S. No.	Particulars	Quantity
1.	Black Stone made Right Trunk Sitting Ganesh Statue	01

(7) Specifications of the Ganesh statue (Sitting) and Image

- Size: 6Ft with traditional ornaments / fine design
- Material: Black Stone
- Trunk: folded to right side



(8) TENDER FORM
(Techno Financial UN priced Bid)

Tender No.....

To

The _____

Dear Sir,

1. I/We hereby offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 180 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.
2. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
3. A crossed Bank Draft in favour of the Registrar, Central University of Rajasthan for Rs. (Rupees.....only) as Earnest Money is enclosed. The Draft is drawn onBank payable at Bandarsindri/Kishangarh.
4. The following have been added to form part of this tender.
 - a) Details of items quoted for, as per instructions provided in the schedule of requirement.
 - b) Schedule of requirements, quoting the make only duly signed and stamped (without indicating price)
 - c) Copy of PAN.
 - d) Copy of last audited balance sheet.
 - e) Copy of Valid central/state sales tax/GST registration certificate.
 - f) Proof of manufacturing Unit.
 - g) Statement of deviations from financial terms & conditions, if any.
 - h) Manufacturer's Authorization Certificate on their letter pad.
 - i) Technical specifications compliance statement
 - j) Any other enclosure. (Please give details)
5. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.

6. Certified that the bidder is:

- a) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

OR

- b) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

OR

- c) A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).

7. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.

Yours faithfully,

(Signature of the bidder)

Dated this day of _____

Address...

.....

.....

Telephone:_____

FAX_____

E-mail_____

Company seal

(9) Tender Form (Priced Bid) Part B

To _____
The _____

Ref: Tender No Dated-----

Sir,

Having examined the bidding documents and having submitted the techno Financial un-priced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the goods/services at the prices and rates mentioned in the enclosed schedule of price.

We do hereby undertake that, in the event of acceptance of our bid, the supply of goods/services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges net F.O.R University. We enclose herewith the complete Financial Bid as required by you. This includes:

- i. Price Schedule as per schedule of requirement.
- ii. Statement of deviations from financial terms and conditions.

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/
constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of _____
Details of enclosures

Signature of Bidder

Full Address:

Fax No.

E-mail:

COMPANY SEAL

Annexure-“B”

(10)Price Schedule “A-1”

E.M.D._____

D.D. Details_____

Bank Name_____

Date_____

Item No.	Item Name	Basic Price	Taxes and duties (if any) with rate & details	Delivery charges Other charges (if any)	Total Price F.O.R.at Central University of Rajasthan. All inclusive
1					
2					
3					

Seal and Signature of the bidder

(11) FORMAT OF PERFORMANCE BANK GUARANTEE

This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, authorized by RBI to issue a Bank Guarantee.

This bank guarantee should be furnished on stamp paper of Rs. 100/-

The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

In the case of foreign bidder the B.G may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Nationalized / Scheduled Bank in India authorized by Reserve Bank of India.

WHEREASM/s having its registered office at hereinafter called the Distributor in India forherein after called "The supplier" for the supply of, in consideration of the Central University of Rajasthan, Department of, School ofCentral University of Rajasthan, , Kishangarh (hereinafter called "CURAJ") P.O. No. CURAJ / Dated. Placed an order for the due fulfillment by the said supplier of the terms and conditions in the purchase order, on production of a Bank Guarantee for Rs..... (Rupees Only). We Bank, (Rein after referred to as "the Bank") at the request of supplier do hereby undertake to pay to the CURAJ an amount on exceeding to Rs..... (Rupees..... only).

2. WeBank do hereby undertake to pay CURAJ, the amounts due and payable under this guarantee without any demur, merely on a demand from CURAJ stating that the amount claimed is required to meet the recoveries due or likely to be due from the said supplier. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding to Rs.....(Rupees only)

3. We undertake to pay to the CURAJ any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid and discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.

4. We theBank further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the CURAJ under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Registrar on behalf of the CURAJ certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said and accordingly discharges this guarantee.

5. We, the Bank further agreed that the CURAJ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Purchase Order or to extend the time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the CURAJ against the said supplier and to forbear or enforce any of the Terms and Conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of the CURAJ or any indulgence by the CURAJ to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the

supplier.

7. We, the Bank lastly undertakes not to revoke this guarantee except with the previous consent of the CURAJ in writing.

8. This guarantee shall be valid up to unless extended on demand by CURAJ. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs...../- (Rupees only).

Notwithstanding anything contained herein

1. Our liability under this bank guarantee shall not exceed Rs...../-(Rupees Only)

2. Bank guarantee shall be valid up to

3. We are liable to pay the guaranteed amount or part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before

Dated:

Signature & Seal of the Bank

Note: The above format contains specific clauses and expressions. These clauses and expressions can vary depending upon the nature / type of agreement and situation. Basic aspect to be kept in mind is that interest of CURAJ is fully protected.

(12) FORMAT FOR MANUFACTURER'S AUTHORIZATION LETTER TO AGENT

(On letter head)

Ref. No.

Date:

To

The Registrar,
Central University of Rajasthan,
Bandarsindri, Distt. Ajmer,
Rajasthan – 305817

Sub. : Tender for Supply & Installation of "Black Stone made Right Trunk Sitting Ganesh Statue"

Dear Sir,

We, _____, who are established and reputed manufacturers of _____, having factory at _____, hereby authorize M/s. _____ (name & address of Indian distributor / agent) to bid, negotiate and conclude the order with you for the goods manufactured by us.

We shall remain responsible for the tender/ Agreement negotiated by M/s _____, jointly and severally.

An agency commission of _____ % included in the FOB price is payable to M/s _____. We hereby extend our full guarantee and warranty as per the terms and conditions of tender for the goods offered for supply against this invitation for bid by the above supplier.

1. _____

2. _____

(Specify in detail manufacturer's responsibilities)

The services to be rendered by M/s. _____ are as under:

1) _____

2) _____

(Specify the services to be rendered by the distributor / agent)

In case duties of the Indian agent/distributor are changed or agent/ distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent/ distributor.

Yours faithfully,

[Name & Signature] for and on behalf of M/s. _____ [Name of manufacturer]

(13) DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

(To be executed & Attested by Public Notary / Executive Magistrate on Rs.50/- non judicial Stamp paper by the bidder)

I / We _____ Manufacture / Partner(s)/ Authorized Distributor /agent of M/S. _____ hereby declare that the firm/company namely M/s. _____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We _____ Manufacture / Partner(s)/ Authorized Distributor / agent of M/s. _____ hereby declare that the Firm / company namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender / contract will be rejected / cancelled by the Central University of Rajasthan, and EMD / SD shall be forfeited.

In addition to the above, Central University of Rajasthan, will not be responsible to pay the bills for any completed / partially completed work.

Name_____

Address _____

Attested:

(Public Notary / Executive Magistrate)

(14) Technical specifications compliance Sheet

1. The technical compliance bid must be in this sheet only, otherwise it should be assumed that bidder is not able to offer technically desired product. Information provided elsewhere or in different form will not be considered.
2. All the columns of this sheet should be filled in compulsorily by the bidder, merely asking the office to refer catalogue or brochure will not be entertained.
3. The bidder shall assume full responsibility of the information provided in this sheet. Any false statement should render the breach of basic foundation of the tender.

Name of Statue / Instrument:

Compliance Check list/ Table

S. No.	Technical specification	Features available (yes/No)	Any deviation from specification
	Technical Specification as per Tender document		
1	Size: 6ft with traditional ornaments / fine design		
2	Material: Black Stone		
3	Trunk: folded to right side		

(15) Check list for Terms and Conditions:

To be filled by the bidder and submitted along with the Technical Bid.

S. No.	Technical Information	Page No.	Remarks
1)	Tender Fee, if applicable		
2)	EMD		
3)	Company/ firm registration details		
4)	Authorization certificate, if applicable		
5)	Average annual turnover of the bidder, for the last three successive years should be 18 Lakhs or more , annually certified by chartered accountants.		
6)	Experience of 12 years supported with copy of orders.		
7)	Income tax return (last three years)		
8)	Audited balance sheet (last three years)		
9)	Compliance statement with relation to the technical specification as mentioned in the bidding document duly supported by the original catalogue.		
10)	Certificate for not black listed as per format		
11)	Clientele list (list of users) of quoted items, attach couple of orders without any alteration/modification		
12)	Warranty certificate		
13)	Acceptance of all terms / conditions towards after sales / services as mentioned in the bidding document.		
14)	Certificate, to the effect that the bidder is not supplying the quoted item(s) to any other Govt. / Pvt. Organizations / Institutions at the rate lower than the rate quoted against this tender.		

End of Tender Document