



# University of Kota, Kota

कोटा विश्वविद्यालय, कोटा

## Bid Inviting Notice

NIT NO. F ()/CL/UOK/2019/ 1832

Date: 24/06/19

(NIB NO. 03/2019-20)

University of Kota, Kota hereby invites E-bids for the **Supply of books/journals in central library, university of Kota, Kota (Rajasthan)**. The bid may be downloaded from 25/06/19 (11.00AM) and last date of submission of the bid is 05/07/19 (5.00PM). Details of the same may be seen on **[http.sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in)** or **<http://eproc.rajasthan.gov.in>** or University website **[www.uok.ac.in/Notice](http://www.uok.ac.in/Notice)** Board.

**Registrar**



# UNIVERSITY OF KOTA, KOTA

M.B.S. Marg, Near Kabir Circle, Kota

Ref. No.F( )/CL/UOK/2019/1832

Date :24/06/19

## Notice Inviting Bid

### **ANNUAL RATE CONTRACT (ARC) for Supply of books/journals in central library, university of Kota, Kota(Rajasthan)**

University of Kota, Kota invites e-bids from reputed suppliers/publishers under **TWO BID SYSTEM** (Technical Bid and Financial Bid) to make **ANNUAL RATE CONTRACT (ARC)** for "**Supply of books/journals in central library, university of Kota, Kota(Rajasthan)**" as per the Rajasthan Transparency in Public Procurement Act, 2012 & Rules, 2013 as described below:

| S.No. | Name of goods/services          | Specifications/scope of work                                    | Estimated cost | EMD       | Tender fee | RISL Processing fee |
|-------|---------------------------------|---|----------------|-----------|------------|---------------------|
| 1     | <b>Supply of books/journals</b> | As per requirement/As per list of books enclosed/<br>As per BOQ | Rs. 40.00 lakh | Rs. 80000 | Rs. 1000/- | Rs. 1000/-          |

Important dates for downloading and submitting the e-tender are as follows:-

|   |   |
|---|---|
| Date and time of downloading of bid document  | 25 /06/2019 (11.00 AM) to 05 /07/2019 (5.00 PM) |
| Date and time of on-line submission of bid  | 25 /06/2019 (11.00 AM) to 05 /07/2019 (5.00 PM) |
| Last date of physical submission of Bid Security, Tender fee and RISL processing fee                | 06 /07/2019 (12.00 PM)                          |
| Date and time of on-line opening of Prequalification/Technical Bid                                  | 06/07/2019 (02:00 PM)                           |
| Date and time of on-line opening of Price Bid in the office of Comptroller, University of Kota,Kota | To be informed separately                       |

#### **Instructions to bidder:-**

#### **Important Instructions:-**

1. The bid documents, terms and conditions may be seen and downloaded from the website [www.sppp.raj.nic.in](http://www.sppp.raj.nic.in) and [www.uok.ac.in](http://www.uok.ac.in). However, in case of downloading the bid form, a DD in favour of Registrar, University of Kota, Kota payable at Kota shall be enclosed with the bid as per description noted down in the aforesaid table without which bid/tender shall not be accepted.
2. The Interested bidders may submit their on-line bids along with separate Demand Drafts drawn in favour of "**Registrar, University of Kota, Kota**" payable at Kota towards the cost of Tender Fee (non-refundable) and RISL processing Fee (non-refundable) demand draft shall be in favour of "**Managing Director, RISL**" payable at Jaipur. A separate Demand Draft of Bid Security (Refundable) shall be in favour of Registrar, University of Kota, Kota.

3. The above demand drafts must reach physically in the office of Procurement Entity, University of Kota, Kota on or before last date as mentioned above failing which bids shall not be considered.
4. In the event of the specified dates being a holiday, the activities assigned on that date may be carried out on next working day on the same time.
5. Bidders, having digital signature certificate (DSC) as per IT Act, 2000 to sign their electronic Bids, shall submit their offer online on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) with in stipulated time and date mentioned herein above. Bids shall not be accepted personally.
6. University of Kota, Kota is not bound to accept the lowest bid and may reject any bid or any part of the bid without assigning any reason therefore.
7. The bidders shall have to submit GSTN Registration number without which the bids will not be considered.
8. SSI/MSME Units are partially exempted from the payment of Bid Security on the basis of registration issued by the Director of Industries or their representative and shall pay Bid Security @ 0.5% of the estimated value of the bid.
9. Validity: - 90 days from the opening of Technical bid.
10. Tenderers are advised to read carefully the Terms and Conditions of supply before recording the discount rates.
11. No erasures or overwriting shall be allowed, unless they are authenticated under the full signature and seal of the tenderer.
12. The Rates shall be FOR, at destinations / places indicated in the delivery
13. ARC shall be made initially for one year, however, in case of satisfactory supply and behaviour of the contractor, ARC may be extended further for one year more with mutual consent.
14. In case of any query, you may contact at 0744-2472912 and/or [fo.uok2003@gmail.com](mailto:fo.uok2003@gmail.com)



# UNIVERSITY OF KOTA, KOTA

M.B.S. Marg, Near Kabir Circle, Kota

Ref. No.F( )/CL/UOK/2019/1832

Date : 13/06/19

## E-Tender for Supply for the books/journals Technical bid

| S. No. | Particulars                                  | Details   |
|--------|--|---|
| 1.     | NIB No. & Date                               |   |
| 2.     | Address of Procurement Entity                | Registrar, University of Kota, Kota   |
| 3.     | Estimated Cost                               |   |
|        | Books/journals                               | 40.00 Lakh  |
| 4.     | Tender Fee                                   | Rs. 1000/- (Non Refundable)   |
|        |  | DD Number.....  |
|        |  | Bank Name .....   |
|        |  | Date of Issue .....   |
| 5.     | Bid Security / EMD                           | Rs. ....-/- (Refundable)  |
|        |  | DD Number.....  |
|        |  | Bank Name .....   |
|        |  | Date of Issue .....   |
| 6.     | Processing Fee                               | Rs. 1000/- (Non Refundable)   |
|        |  | DD Number.....  |
|        |  | Bank Name .....   |
|        |  | Date of Issue .....   |
| 7.     | Delivery period                              | Within 30 Days from the date of Supply Order  |
| 8.     | Date and time of downloading of bid document |   |
| 9.     | Date and time of Offline submission of bid   |   |
| 10.    | Date and time of opening of Bids             |   |
| 11.    | Place of opening of bid                      | In the Chamber of Comptroller, University of Kota, Kota   |
| 12.    | Eligibility criteria and enclosures*:        | <ol style="list-style-type: none"> <li>1. GSTN Registration (Copy shall be enclosed)</li> <li>2. PAN Card No. (Copy shall be enclosed)</li> <li>3. Valid authorization certificate of the Manufacturer / Dealer for present and / or past supply works (Copy shall be enclosed)</li> <li>4. Duly signed Form A, B, C &amp; D as prescribed in Rajasthan Transparency in Public Procurement Rules, 2013 shall be enclosed.</li> <li>5. Experience of firm in supplying laboratory items.</li> <li>6. Average Annual Turnover worth Rs. 40.00 Lakhs during last three financial year(C.A. Audited Balance Sheet &amp; Profit and loss account. shall be uploaded)</li> <li>7. Experience for Proof for the supply of Books of at least Rs. 1.5 Crores turnover in a year and has supplied books of at least Rs. 10,00000/- (Ten Lakhs rupees only ) against single purchase order of supply the books.(Copy of supply orders shall be uploaded)</li> <li>8. Suppliers will be submitted/uploaded all necessary document as per the terms &amp; conditions of the technical bid</li> </ol> |



# **UNIVERSITY OF KOTA, KOTA**

M.B.S. Marg, Near Kabir Circle, Kota

## **GENERAL INSTRUCTIONS**

### **Envelope-A**

#### **(Technical bid )**

- i. Original tender application signed by authorized signatory on each page under official seal together with :
  - a. Certificate of good financial standing and practices issue by your bankers.
  - b. Registration of the Company/Firm issued by the Competent Authority and self attested photocopy of authorization for books.
  - c. The bidder shall provide an affidavit on a non-judicial stamp paper of Rs. 100/- that his firm is not **black-listed** in last five (05) years by any of the Institutes or Universities or Government organizations in India, least price offer, no pending case against the firm by any Govt., by any Investigating agency, CBI or Economic Offense Department etc.
  - d. Containing EMD or Rs. 80000 (2% of gross) (Eighty Thousand Rupees only) for Books in the form of D.D. for one year, issued by nationalized/scheduled bank guaranteed by RBI in favor of Registrar, University of Kota, Kota
  - e. Certificate of Turnover (that is, total at least 5 crores in three years).
  - f. Copy of the ISO 9001 :2008 certified.
  - g. Book supplier is an authorized dealer for supplying the all kind of books.
  - h. The bidder shall be provided documentary proof of your membership in any of the following associations:
    - (i) Good Offices Committee (GOC):
    - (ii) Federation of Publishers' and Booksellers' Association of India (FPBAI):
    - (iii) Any other State/National Association(s) of books suppliers.
  - i. GOC current month Membership Proof.
  - j. Details of the firm's Sales Tax Registration No. (Attach: copies of GST, CST Certificate).
  - k. PAN No. and TIN No. of the firm must be imprinted on Letterhead.

- l. Proof for the supply of Books of at least Rs. 1.5 Crores turnover in a year and has supplied books of at least Rs. 10,00000/- (Ten Lakhs rupees only ) against single purchase order of supply the books.
- m. University of Kota, Kota (Rajasthan) reserves the right to approve or reject any or all the vendors. His decision will be final in all cases in respect of acceptance/rejection/arbitration.
- n. The Institute reserves the right to change or modify or amend or substitute any clause in the terms and conditions that are listed above if required, at any time.
- o. All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of Registrar, University of Kota, Kota (Rajasthan) and the decision of the HVC, University of Kota shall be final & binding on both the parties.
- p. Affidavit by vendors for not having been blacklisted/debarred by any public organization/universities/national institutes in the last five years is to be attached.
- q. Judicial Jurisdiction of all kind disputes will be Kota (Rajasthan) only.
- r. At any given point of time, if any of the documents furnished by the vendors/suppliers is found to be false, it would be deemed to be a breach of terms of contract making the firm concerned liable for legal action besides termination of empanelment/ tender supply tenure.

**(Financial bid)**

- A. Flat discount rate for supplying Indian publishers, foreign publishers and government publishers books as well as Indian journals and Foreign journals.

Only flat rate overall discount should be given, not category wise. Otherwise tender would be cancelled.



# **UNIVERSITY OF KOTA, KOTA**

M.B.S. Marg, Near Kabir Circle, Kota

## **GENERAL TERMS & CONDITIONS**

1. **Acceptance of Contract :-** Any clause, condition or items in this which is repugnant to or inconsistent with the terms and conditions of the tender enquiry, contract and its annexure shall be void and of no force and effect.
2. **Submission of Tender :-** See general Instructions. Bidders are again reminded to ensure marking and wax sealing of each and every envelope.
3. **Address :-** The bidder must mention their full address, such as number street, colony, town, country with pin code etc. which should be easily verifiable. Vaguer addresses are liable to be rejected.
4. **Authorized Person:-** After receiving letter of acceptance, the authorized signatory shall inform in writing, under his official seal, the name and designation of the person together with attested signatures of the person who shall be authorized to deal with all matters including signing of contract & who shall be directly responsible for the successful completion of contract.
5. **Cost of tender form :-** The cost of tender form will not be refunded in any case. EMD in the form of D.D. for one year issued by scheduled bank authorized by RBI, in the name of the bidder and pledged in favors of Registrar, University of Kota, Kota is a must.
6. **EMD:-** All bidders have to deposit a refundable EMD or Rs. 80000 (2% of gross) in words Rupees (Eighty thousand Rupees only) for Books/Journals, in the form of D.D. for one year issued by a scheduled bank guaranteed by RBI in favor of Registrar, University of Kota, Kota.
7. Only those firms whose average Turnover is 1.5 crore in last 3 financial years (that is, total 5 crore in 3 years) are qualified to participate in tender.
8. Bidder must provide copy of Supply Orders to supply books of for minimum amount of Rs. 10,00,000/- (Ten lakhs rupees only) in minimum 30 institutions last three financial years.

9. Bidder must be the ISO 9001 : 2008 certified firm.
10. It is essential that bidder must be member of the GOC.
11. PAN No. and TIN No. of the firm must be imprinted on Letterhead and Bill.
12. Conditional tenders are liable to be rejected.
13. Tenders once submitted cannot be withdrawn. Earnest money of bidder who withdraws from his offer, for whatever reason, will be forfeited.
14. Bidders offering bid for chose discount and price (amount and currency) their bid shall remain undisputed for all future actions of the University in the regard. The bidder will have to stick to the percentage of discount and nature of currency mentioned in the bid.
15. All types of publishers (i.e. Indian, Foreign and Government publishers) books/journals as mentioned in the enclosed list or as per respective purchase orders must strictly be supplied to University.
16. Canvassing for the support, in any form, for the acceptance of any tender is strictly prohibited. Any bidder doing so will render himself liable to penalties which may include removal of his name from the register of approval suppliers or penal action.
17. The accepting authority reserves the right to accept/reject any tender without assigning any reason thereof.
18. Tax Levied in India should be mentioned separately in the bill but it should not be charged separately because it is included in your quoted price.
19. Conversion Rate as per G.O.C. latest circular will be charged by supplier.
20. Latest price will be charged as per publisher's catalogue.

**21. Refund of EMD :-**

- a. EMD of unsuccessful bidders will be refunded the signing of contract with the successful bidder.
  - b. EMD of successful bidder will be retained till the currency of the contract.
22. The supplier will be responsible for proper packaging of Books. In the event of loss, damage, breakage, leakage, fire, theft or any other shortage etc. or due to any cause whatsoever, the supplier shall be responsible to make good such losses/shortages noticed till the stage of handing over of the Books.



23. **All cutting and overwriting must be properly attested by the bidder:-** otherwise the tender will be rejected.
24. Incomplete & illegible tenders are liable to be rejected and no correspondence will be entertained in this respect.
25. **Lowest Price Quote & Counter Offer :-** Lowest price quote does not necessarily mean issuance of purchase order. The University may ask the lowest bidder to discuss counter offer by appearing before him or before any such committee appointed specifically for this purpose. There procedure of counter offer can be exercised only in the case of lowest price quote. Bidders quoting higher prices cannot enjoy this facility.
26. **Signing of Contract :-** On receipt of final letter for the acceptance of tender, the bidder has to enter in to a contract on non judicial stamp paper of requisite amount (Rupees one Thousand) within 15 days of receipt of such letters.
27. Inviting this tender does not mean commitment to make purchases for all or any item purchased in this tender.

**PAYMENT:**

1. Payment will be made in Indian currency.
2. Payment will be made after due verification by the library.
3. No other payment term will be acceptable to us.
4. Payment will be made directly to the supplier by E-Payment (or Demand Draft for which Bank commission will be deducted)
5. 5% amount to be deducted from concerning bills payment against short supply of ordered books.

**DISPUTE:**

All disputes, questions interpretation etc. arising out this tender subsequent procedure and the contract agreement between aforesaid parties shall be referred to the arbitrators. One arbitrator proposed by the University of Kota and other by the supplier. If they fail to agree, the matter referred to an umpire proposed by the arbitrator. Normally the decision of the umpire will be accepted.

**JURISDICTION:**

University of Kota, Kota shall be the Jurisdiction for all legal matters in the regard at the cost and expenses of the supplier firm.

**Registrar**



# University Of Kota, Kota

## Central Library

Financial bid/Discount offered (shall be filled by tender)

| S. No.   | Description                           | Item code/<br>make | Discount in % |
|----------|---------------------------------------|--------------------|---------------|
| 1.       | <b>Supply of books/journals</b>       |                    |               |
| 1.0<br>1 | Books published by Indian publishers  | item1              |               |
| 1.0<br>2 | Books published by foreign publishers | item2              |               |
| 1.0<br>3 | Govt. publishers/publications         | item3              |               |
| 1.0<br>4 | Indian Journals                       | item4              |               |
| 1.0<br>5 | Foreign Journals                      | item5              |               |

Signature

Name

Firm Name

***Terms and Conditions for the Purchase of Books/Journals for the Central Library University of Kota, Kota Library.***

1. The foreign books for the University Library shall be ordered and supplied as per the Bank rates prevailing on the date of billing.
2. All types of publishers (i.e. Indian, Foreign and Government publishers) books/journals as mentioned in the enclosed list or as per respective purchase orders must strictly be supplied to University.
3. The supply should be F.O.R Kota inclusive of customs, packing, forwarding, registration, insurance, railway, freight, sales tax and other incidental charges. The railway parcel should be addressed to self. R/R will not be entertained through any bank or VPP. Actual postal charges shall, However, be paid by the University in case the book are actually called for through post. Local booksellers shall arrange to deliver the books at the library.
4. The books not approved defective or duplicate will be returned to the bookseller located outside Kota city per VPP and postage incurred be paid by firm or such books may be handed over to the representative of the firm after proper identification.
5. The losses or damage in transit, if any, will be to the account of the supplier (s).
6. The books having jackets/dust cover should be supplied along with them.
7. Purchase order for books should be placed to the supplier (s) as per list enclosed here be or as per demand of books after the books are received along with the catalogue copy/ internet cost from their site is submitted.
8. However, sometimes- different cost of books are quoted by seller. In this case the lowest cost in bill/book/catalogue/internet and purchase Invoice shall be recommended for payment.
9. As far as possible, paper bank edition of text book be procured. However, for 'Reference Books' hard bound copy may be preferred. In case paper back copy of text book is not available the book-sellers shall give certificate on the bill that paperback copy is not available then hard copy may be supplied.

10. Soft copy (original CD/DVD) of the books must be supplied by the supplier, if it is provided by the publishers along with books. Damaged/pirated version of CD/DVD will not be accepted.
11. Every volume should be carefully checked in respect of pagination, sound condition of the book etc. before being sent to this library. If any defect is discovered at over end even at a later stage and even after the books have been stamped and processed in the library, the supplier shall replace the defective copy at his own cost.
12. The supplier should ensure that the books supplied by them are latest editions and contain authentic information especially in case of books on law and taxes and other such topics. Any default detected at a later stage would simply lead to the rejection of book at the cost of supplier.
13. Unless specifically mentioned no book should be supplied in duplicate. If there is duplication in the same order or different orders placed with a particular bookseller, prior confirmation from the library shall be obtained before supplying the duplicate copy.
14. If the book is a re-issue of another book under a different title the supplier shall advise the library about it and supply the item after receiving confirmation.
15. If the book is an off-print from a periodical publication or another publication, the supplier shall advise the library about it and supply the items after receiving confirmation.
16. Although every attempt will be made by us to supply the current name of publishers etc. the supplier shall locate the name of publishers etc. of books. In case of any difference in the name of the author, title, or publisher of a book, the supplier shall advise the library about it and supply the items after obtaining confirmation.
17. The supplier shall procure the necessary import license himself, if required.
18. Only the publisher price is to be charged for price proof of books. A copy of the original invoice receive from the distributor / publisher should invariably accompany all the bill of the foreign books supported by the latest catalogue.
19. The supplier will send bills (separately category wise as indicated in our orders) in triplicate. The payment for the supply would be made after the

books have been received by us and found satisfactory in every respect and after the supplier has executed our order satisfactorily. Every bill shall bear PAN No. and the following certificate under the seal signature of the supplier, "Certified that the books supplied are not remaindered titles and are latest edition and prices charged in the bill are as per publisher/ whole seller's invoice. If anything is found contrary, the supplier is responsible". The price of each book in original currency converted at the bank rates of the date of billing, shall also be stated in the bill in case of foreign books. The bill shall also state the number and the date of order and the number at which the book appeared in the order. The bottom of the first page of each book should bear in pencil the serial number at which the book appears in the bill and name of supplier.

20. In case of short discount or no discount publication, the supplier should give a certificate to this effect. He will be liable to produce the original invoice of the supplier in support of his statement, as and when desired.
21. Details of the book like author, title, year of publication, edition and price etc. should be clearly mentioned for each book in the approval memo and the respective bill.
22. If books sent on approval are not formally ordered within 3-4 week of their submission the supplier should arrange to take them back. After 3-4 week of their receipt, the library will not responsible for their loss or damage, if any.
23. Details of the book like author, title, ISBN, year of publication, edition and price etc. should be clearly mentioned for each book in the approval memo and year should be mentioned along with the author and title in the bill.
24. In case of multi volume sets, supply should be made in consecutive order starting from the first volume or in the sequence published and, the price of the whole set should quoted, whenever it is available. (Requirement of Central Library shall be final).
25. In case there is any requirement for additional copies of text books, the same may be recommended by the Head of the department along with their justification for consideration for library purchase.
26. Every supplier, including the publisher shall be required to get themselves register with the central library on payment of the fee prescribed for the purpose.

27. The decision of the Registrar, University of Kota shall be final in all matters.
28. Discount offered (shall be filled by Tender)
29. Attached terms & conditions of GF & AR shall be applied.
30. In case both, low price edition and High price edition of the ordered books are available with the publishers/suppliers, then only Low price edition shall be supplied by the suppliers.
31. The suppliers will supply all the ordered books within the period of 30 days from the date as specified in the purchase order. If the supply books are not received within stipulated time, Penalties will be imposed as per Rajasthan Transparency in Public Procurement Act Rules, 2013.
32. Exhibitions: Library can ask to arrange for books/journals exhibitions through the book suppliers/publishers or their representatives. The institute will provide the space for this purpose.

### Condition of tender & contact (SR Form 16)

(See rule 68, GF & AR Part II, Govt. of Rajasthan)

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

1. Tenders by bona-fide dealers:- Tenders shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration.
2. Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the Registrar and such change shall not relieve any former member of the firm, etc. from any liability under the contract.
  - a. No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Registrar a written agreement to this effect. The Contractor's receipt for acknowledgment or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge or any of the purpose of the contract.
3. **GST Registration and Clearance Certificate:** - GST Registration Number should be attached with technical bid and a tax certificate from the concerned Officer of the Circle Concerned shall be submitted without which the tender is liable to rejection.

4. Tender forms shall be filled electronically & submit on line. No tender filled physically shall be considered. The tenderer shall sign the tender form on each page and at the end in token of acceptance of all the terms and conditions of the tender.
5. Rate shall be written both in words and figures. There should not be errors and/or overwriting. Corrections if any should be made clearly and initialed with dates. The rates should mention element of the IGST, CGST, RGST, entry tax etc. separately.
6. All rates quoted must be FOR and should include all incidental charges except IGST, CGST, RGST, entry tax which should be shown separately. In case of local supplies the rates should include all taxes etc and no cartage or transportation charges will be paid by the University of Kota, Kota and the delivery of the goods shall be given as per delivery schedule. Goods to be purchased are for the purpose of official use, hence octroi is not payable. The rates , therefore, should be exclusive of octroi, and local tax. In case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of octroi and local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order.
7. **Comparison of Rates:-** (i) In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to price preference under the rules, the element of RGST shall be excluded whereas that CGST shall be included.  
(ii) While comparing the rates in respect of firms within Rajasthan, the element of CGST shall be included.
8. Price Preference :- Price preference/preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by industries outside Rajasthan as per purchase of stores (Preference to industries of Rajasthan) Rules , 1995.
9. Validity:- Tender shall be valid for a period of three months from the date of opening of technical bid.
10. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make, and drawings, etc. of the goods to be supplied. If he has any doubts as to the meaning of any portion of these condition or of the specification, drawing etc., he shall, before signing the contract, refer the same to the purchase officer and get clarification.
11. The Contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
12. Specifications:-
  - (i) All article supplied shall strictly University of Kota, Kota conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI



specifications, those articles should conform strictly to those specifications and should bear such marks.

- (ii) The supply of articles marked with asterisk/at serial number ....., shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the purchase committee whether the articles supplied conform to the specifications and are in accordance with the samples , if any, shall be final and binding on the tenderers.
- (iii) Warranty/Guarantee Clause:- The tenderer would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of one year from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of one year the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the purchase committee in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality on such rejection the goods/stores/articles will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The tenderer shall if so called upon to do, replace the goods , etc. or such portion thereof as is rejected by the purchase committee, otherwise the tenderer shall pay damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchase committee in that behalf under this contract or otherwise.
- (iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.
- (v) In case of machinery and equipments specified by the purchase committee the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms & conditions as may be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model



he will give sufficient notice to the purchase committee who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

13. Inspection:-

- (a) The University inspection committee/UPC authorized shall have time to inspect and examine the materials and workmanship of the goods/equipments/machineries during manufacturing process or afterwards as may be decided.
- (b) The tender shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name & address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

14. Samples:- Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed & signed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train etc. should be dispatched freight paid and the R/R or G.R. should be sent under a separate registered cover.

15. Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the tenderer and serial number of the item, of which it is a sample in the schedule.

16. Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. The University of Kota, Kota shall not be responsible for any damage, wear and tear or loss during testing, examination, etc during the period these samples are retained. The sample shall be collected by the tenderer on the expiry of stipulated period. The UOK shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the UOK and no claim for their cost, etc., shall be entertained.

17. Samples not approved, shall be collected by the unsuccessful tenderer. The UOK will not be responsible for any damage, wear and tear, or loss during testing, examination, etc, during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.

18. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in UOK reputed testing house like MSME Testing Station, Jaipur and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such test.

19. Drawl of samples:- Incase of tests, samples shall be drawn in four sets in the presence of tenderer or his authorized representative and properly sealed in their presence. Once such set shall be given to them, one or two

will be sent to the laboratories and/or testing house and the third or fourth will be retained in the officer for reference and record.

20. Testing Charges:- Testing Charges shall be borne by the UOK . In case urgent testing is desired to be arranged by the tenderer or in case of test result showing that supplies are not up to the prescribed standards or specifications , the testing charges shall be payable by the tenderer.

21. Rejection:-

(i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the purchase committee.

(ii) If, however, due to exigencies of UOK, such replacement either in whole or in part, is not considered feasible, the purchase committee after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

22. The Rejected articles shall be removed by the tenderer within 15 days of intimation of rejection, after which Registrar shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.

23. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road pr air and delivery of the material in good condition to the consignee at destination. In the event of loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make goods such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.

24. The contract for the supply, can be repudiated at any time by the Registrar, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.

25. Direct & indirect canvassing on the part of the tenderer or his representative will be a disqualification.

26. (i) Delivery Period:- The tenderer whose tender is accepted shall arrange supplies within a period of 45 days from the date of supply order/by as under:-

S.No. Items Qty. Delivery period(as per schedule to be attached with supply order)

(ii) Extent of Qty.- Repeat orders:- If the orders are placed in excess of the quantities shown in the tender notice, the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 25% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do so, the Registrar shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.

- (iii) If the purchase officer does not purchase any of the tendered articles or purchase less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.

#### 27. Bid Security

- (a) Tender shall be accompanied by an B.S. of Rs. @ 2% of estm. cost of the item without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of, REGISTRAR, University of Kota, KOTA. (i) Bank Drafts/Bankers Cheque of the scheduled Bank.
- (b) Refund of B.S.: The B.S. of unsuccessful tenderer shall be refunded soon after final acceptance of tender.
- (c) Partial exemption from B.S.: Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer from the Director of Industries Rajasthan, at the rate of 0.5% of the estimated value of the tender shown in NIT.
- (d) The Central Government and Government of Rajasthan undertakings need not furnish any amount of earnest money/B.S..
- (e) The earnest money/security deposit lying with the Department/office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/security money for the fresh tenders. The earnest money may however, be taken into consideration in case tenders are re-invited.

#### 28. Forfeiture of B.S.: The B.S. will be forfeited in the following cases:

- (a) When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (b) When tenderer does not execute the agreement if any, prescribed within the specified time.
- (c) When the tenderer does not deposit the security money after the supply order is given.
- (d) When he fails to commence the supply of the items as per supply order within the time prescribed.

#### 29. Agreement and Security Deposit:-

- (a) Successful tenderer will have to execute an agreement in the Form SR-17 and deposit security equal to 5% of the value of the stores for which tenders are accepted within 15 days from the date of

dispatch on which the acceptance of the tender is communicated to him.

- (b) The earnest money deposited at the time of tender will be adjusted towards security amount. The Security amount shall in no case be less than earnest money.
- (c) No interest will be paid by the department on the Security money.
- (d) The form of Security Money shall be as below:
  - a. Cash/Bank Draft/Bankers Cheque.
  - b. Post-office Savings Bank Pass book duly pledged.
  - c. National Savings Certificate, Defence Savings Certificates, Kisan Vikas Patras, or any other script /instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.
  - d. Bank guarantee issued by any of scheduled bank.
- (E) The security money shall be refunded after one month of the final supply of the items as per purchase order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfaction completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied that there are no dues outstanding against the tenderer.

- 29.2 (i) Firms Registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration in original from the Director of Industries or a Photostat copy or a copy thereof duly attested by any Gazetted Officer will be partially exempted from earnest money and shall pay security deposit at the rate of 1% of the estimated value of tender.
- (ii) Central Government and Government of Rajasthan Undertaking will be exempted from furnishing security amount.

29.3 **Forfeiture of Security Deposit:-** Security amount in full or part may be forfeited in the following cases:

- (a) When any terms and conditions of the contract is breached.
- (b) When the tenderer fails to make complete supply satisfactorily.
- (c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the purchase officer in this regard shall be final.

29.4 The expenses of completing and stamping the agreement shall be paid by the tenderer and the University shall be furnished free of charge with one executed stamped counter part of the agreement.

30. Insurance:-

- (i) The goods will be delivered at the destination in perfect condition. The supplier, if he so desires, may be insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot etc.) The insurance charges will be borne by the supplier and state will not be required to pay such charges incurred.
- (ii) The articles may also be got insured at the cost of the purchaser, if so desired by the purchaser. In such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.

31. Payments:-

- (i) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on completion of supply satisfactorily and on submission of bill in proper form by the tenderer to the Registrar in accordance with GF & AR all remittance charges will be borne by the tenderer.
- (ii) In case of disputed items, 10 to 25% of the amount shall be withheld and will be paid on settlement of the dispute.
- (iii) Payments in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

32.1 (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the purchase officer.

(ii) Liquidated Damages:- In case of extension in the delivery period with liquidated damage the recovery shall be made on the basis of following percentage of value of stores which the tenderer has failed to supply:-

|  |     |
|--|-----|
| Delay up to one fourth period of the prescribed delivery period              | 2½% |
| Delay exceeding one fourth but not exceeding half of the prescribed period   | 5%  |
| Delay exceeding half but not exceeding three fourth of the prescribed period | 7½% |
| Delay exceeding three fourth of the prescribed period                        | 10% |

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

32.3 The maximum amount of liquidated damage shall be 10%

32.4 If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, from the same immediately on occurrence of the

hindrance but not after the stipulated date of completion of supply.

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

32.6 Risk & Cost clause :-

The competent authority of UOK without prejudice to his right against the approved supplies in respect of any delay or inferior performance of otherwise or claims for delay in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of the contract or otherwise , by notice in writing absolutely determined the contract in any of the cases.

- (i) A notice in writing to rectify, or otherwise that the work being performed is inefficient or otherwise implemented in improper manner, shall omit to comply with the requirement of such notice within a period of 07 days or for prescribed time, thereafter of if the supplier shall delay or suspended the execution of the work so that either in the judgment of the competent authority, he will be unable to perform the work by the satisfaction of UOK or has already failed to complete the work by the time.
- (ii) If the supplier commits breach of the terms & conditions the contract.
- (iii) When the supplier has made himself liable for action under any of the cases aforesaid , the competent authority, shall exercise power:-
  - (a) To determine or rescind the contract , as aforesaid , upon such determination or rescission , the bid security, performance security shall be liable to be forfeited and shall be absolutely at the disposal of UOK.
  - (b) To get the work done through other service provider and in such case any expenses which may be incurred in excess, of the sum which would have been paid to the original SP, if the whole work had been executed by him of the amount of which excess, the decision of the COE/UOK shall be final and conclusive and shall be borne and paid by the original SP that may be deducted from any money due to him by the UOK or from has bid security, performance security. However the original SP shall have no claim to compensation for any loss

sustained by him or reason for having purchased or procured any material , equipments or entered into any engagements or made advances on account of execution/performance of contract.

33. Recoveries:- Recoveries of liquidated damages, short supply breakage, rejected articles shall ordinary be made from bills . Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR act or any other law in force.
34. Tenderers must make their own arrangement to obtain import licence, if necessary.
35. If a tenderer imposes conditions , which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Registrar.
36. The Registrar reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.
37. The tenderer shall furnish the following document at the time of execution of agreement:-
  - (a) Attested copy of partnership deed in case of partnership firms.
  - (b) Registration number and year registration in case partnership firm is registered with Registrar of firms.
  - (c) Address of residence and office, telephone numbers in case of sole proprietorship.
  - (d) Registration issued by Registrar of Companies in case of company.
38. If any dispute, arise out of the contract with regard to the interpretation meaning and branch of the terms of the contract, the matter shall be referred to by the parties to the Head of the University (HVC) who will appoints his senior most officer as the



sole Arbitrator of the dispute who will not be related to his contract and whose decision shall be final.

39. All legal proceeding , if necessary arise to institute may by any of the parties (University of Kota or Contractor) shall have to be lodged in courts situated in Kota, Rajasthan and not elsewhere.

40. All other/remaining general terms & conditions shall be applicable as laid down in Rajasthan transparency in public procurement rules 2013.

Note:- I have read the above terms and conditions of contract carefully and I shall be abide by the same in the event of successful bidder.

Date:

Place:

**Signature & Seal of the bidder**



## **Annexure -A**

### **Compliance with the code of integrity and no conflict of interest**

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency , fairness, and progress of the procurement process.
- (d) Not misuse any information shared between the procuring entity and the Bidders with an intent to gain unfair advantage in the procurement process.
- (e) Not indulge in any correction including impairing 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 have a conflict of interest.

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

- I. A Bidder may be considered to be in 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 the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision of the procuring entity 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 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 specification of the goods, works or service 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.

Place :

Date

seal

Signature of the Bidder with

**Annexure -B**

**Declaration by the Bidder regarding qualifications**

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 Biding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specification in the Bidding Document;
3. I/We have are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer , not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons;
4. I/We do not have, and our directions and officers not have, been convicted of any criminal offence related to my/our professional conducted or the making of false statement or misrepresentations as to my/our qualifications to enter 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 proceeding;
5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding document, which material affects fair competition;

Date:

Place:

with seal

Signature of bidder

Name

Designation

Address:

**Annexure -C**

## **Grievance redressal during procurement process**

The designation and the address of the first appellate authority is Hon'ble V.C. UOK, Kota.

The designation and the address of second Appellate Authority is finance Committee, UOK , Kota

### **(1) Filing an appeal**

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

Providing that after the declaration of a bidder as successful the appeal may be filled only by a bidder who has participated in procurement proceeding:

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

- (2) The officer to whom an appeal is filled under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidder Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the first Appellate Authority, as the case may be.

### **(4) Appeal not to lie in certain cases**

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

- (a) Determination of need of Procurement
- (b) Provisions limiting participating of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process ;
- (e) Applicability of the provisions of confidentiality

### **(5) Form of appeal**

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

**(6) Fee for Filing Appeal**

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

**(7) Procedure for disposal of appeal**

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

Signature of the Bidder with seal

**Additional conditions of contract**

**1. Correction of arithmetical errors**

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

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

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

**2. Procuring Entity's Right to vary Quantities.**

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

**3. Dividing quantities among one than more Bidder at the time of award (In case of procurement of Goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured for the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and visit nature, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Signature of the Bidder with seal