

**Revolving Fund Project for Cattle Feed and Mineral Mixture Plant (CFMMP)
Livestock Feed Resource Management & Technology Centre**

Rajasthan University of Veterinary and Animal Sciences, Bikaner
Sardul Sadan, Near Pt. DeenDayal Upadhyay Circle, Bikaner 334001 (Rajasthan) India

No.....

TENDER APPLICATION FORM
OPEN TENDER for "Molasses"

OPEN TENDER NOTICE No: -06
(Financial Year 2022-23)

RAJUVAS/RF/2022-23/352

Date: 23/01/2023

PART-A (for Office Use only)

1. Open Tender Notice No. -06 ; dated: 24.01.2023
2. Date of Start of Sale Tender Application: 24.01.2023
3. Last Date for Tender Submission: 03.02.2023
PI, CFMMP, RAJUVAS, Bikaner
4. Date of Opening Technical Bid: 04.02.2023

PI, CFMMP, RAJUVAS, Bikaner

Cost of Tender Document: **Rs. 500** (Rupees Five Hundred Only)

Earnest Money Deposit (2% of estimated value): **19600** /-(Rupees Nineteen Thousand six hundreds Only) in form of DD.
Bank Demand Draft/ Banker cheque in favour of "PI, CFMMP, RAJUVAS, Bikaner)" payable at **Bikaner**

PART-B (to be filled by the Bidder Firm only)

1. Name of Firm:
2. Name of Contact Person (Authorized Bid Signatory):
3. Address with Pin code:
4. Mobile No and Telephone (with STD Code)
5. E-Mail ID
6. Website (if any):

Date:

Signature

for M/s.....

For any Information / Clarification, please Contact:

Principal Investigator, CFMMP, RAJUVAS, Bikaner

Signature of Tenderer

Page 1 of 20



OPEN TENDER NOTICE No: -06

OPEN TENDER for “ Molasses”

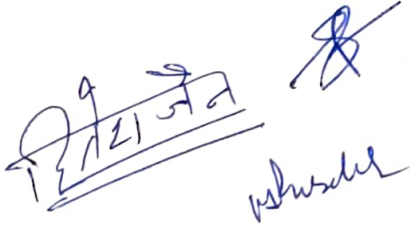
Dear Sir / Madam,

PI, CFMMP, RAJUVAS, Bikaner invites sealed bid from eligible parties Open Tender in Two Bid System (separate Technical Bid and Price Bid) for the rate contract for supply of “ Molasses” for Animals, under a sealed cover to the undersigned latest by 03.02.2023 up to 5:00 PM Technical bid shall be opened by Tender Opening Committee at CFMMP, RAJUVAS, Bikaner on 04.02.2023 at 11:00 AM onwards.

The detail of items required is presented below:-

S. No.	NAME OF ITEM	Qty. in Qtls.	Estimated Cost
1.	Molasses	650	
	Approximate total cost		9.80 lakh

Supply orders will be issued as per demand from store in parts

A handwritten signature in blue ink is written over a rectangular stamp. The stamp contains the text 'RAJUVAS' and 'CFMMP' in a stylized font. Below the signature, there is another handwritten note in blue ink.

Signature of Tenderer

TERMS & CONDITIONS of the OPEN TENDER

1. The tender is for to supply of “**Molasses**” for Livestock and Poultry.
2. If the firm is participating in the Tender, it will be assumed that all terms & conditions of the office are acceptable to the firm.

3. **Tender Application Form & Application Fee:** The tender document has to be downloaded from University Website <www.rajuvas.org> and Rajasthan state portal <<http://sppp.raj.nic.in>>. The prescribed Tender Application Fee of **Rs.500/-** should be submitted through a Bank Demand Draft/ Banker Cheque in favor of “PI, CFMMP, RAJUVAS, Bikaner.

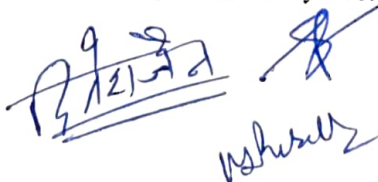
4. **BID Submission:**

- a) Interested Bidders are requested to **submit their bid in Two Bid System (separate Technical Bid and Price Bid)** duly sealed envelope labeled as “**Open Tender for “Molasses.**
- b) Bidder shall ensure that their bids, complete in all respects, are submitted to PI, CFMMP, RAJUVAS, Bikaner, so as to reach the office **latest by 03.02.2023 up to 5:00 PM** failing which the bids will be treated as late and Rejected.
- c) The bid submitted by Telex/Telegram/Fax/E-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- d) Any firm/ party, who have been declared successful in any past tender at CFMMP, RAJUVAS, Bikaner and have denied the supply of item or whose EMD etc have been forfeited, can be out rightly rejected by the institute. The right to reject the participation or technical bid for such case resides with PI, CFMMP, RAJUVAS, Bikaner Such firm can also be debarred from participating in the tender at CFMMP, RAJUVAS, Bikaner for a period of 03 years
- e) The bid not submitted, in prescribed formats / incomplete in details is liable for rejection. Bid received without Sealed Envelopes as mentioned above will not be accepted.

The offer should be complete in all respects and contain all information asked for. The offer should include all components asked for that is as follows:

- **Annexure I** - Covering / Acceptance Letter
 - Demand Draft/ Banker Cheque of **Rs. 500/-** for **Tender Application Fee.**
 - Separate Demand Draft/ Banker Cheque of **Rs. 19600/-** for **EMD Amount.**
 - **GST Tax Registration No. (If applicable) / PAN No.** (Copy to be enclosed)
 - **Declaration by the Bidder as per Annexure – II**
 - **Non conviction Certificate as per Annexure – III**
 - **Undertaking as per Annexure – IV**
 - **Annexure V – Bank Details for Third Party Online Payment**
 - **The Price should give all relevant price information as per Annexure VI in separate envelop.**
 - The Bid Form must be filled in completely, without any errors, erasures or alterations. The Commercial offer must not contradict the technical offer in any way. Only Technically qualified firms are eligible for opening of financial bid.
- The prices must be quoted at your godown/store place must be given in **Indian Rupees (INR) only.** **Bids in Foreign Currency shall be rejected.** Rate quoted for the items should be inclusive of all taxes and statutory levies, if any. The Form of Annexure-II to VI must be filled in completely, without any errors, erasures or alterations.

Signature of Tenderer



4. **Alternate Proposal / Modifications in Same Bid (Not Allowed):**

- The quotations submitted should be for a best quality Molasses item/s as per specification. Any counter proposals or Modifications by the Tenderer will NOT be acceptable.
- Quality of Molasses will be checked by departmental committee and may be analyzed in Lab. Sub standard material will be rejected and will be replaced by the contractor.
- Only one proposal must be submitted for each item in a single Tender. In case of offering multiple options for single item, tender of firm for that particular item shall be technically rejected.
- Alternative details of Molasses also will NOT be acceptable.

5. **Earnest Money (EMD) / Bid Security:** An Earnest Money Deposit of **Rs.19600/-** (Rupees Nineteen Thousand Only) must be enclosed with the OFFER through a Demand Draft/Banker cheque issued by a reputed Bank drawn in favour of "PI, CFMMP, RAJUVAS, Bikaner", **payable at Bikaner**. It should be valid for at least 90 days. Bid received without Earnest Money Deposit will not be considered. The EMD of unsuccessful bidders shall be returned without any interest after the process of bid is over.

In case of successful bidder withdraws his offer within the validity of bid OR does not honour his commitment within the validity of bid and back out after placing the order with him, the EMD will be forfeited. For successfully firm EMD will be released only after successfully completion of tender period.

6. **Performance Bid Security:** Is Applicable on successful bidder at the rate of 5% of the approved price, will have to submit within 7 days from the issue of Tender approval order. EMD will be adjusted in performance security, hence balance @ 3% will be payable in form of DD only in favour of PI, CFMMP, RAJUVAS, Bikaner. Performance bid security will be return on completion of Tender process i.e. after two months of final delivery and payment; no interest will paid on Bid Security.

7. **Period of Validity of Offer/Bid:** - The rates quoted for participation in tender must be **valid / binding for a period of at least 60 days** after the last date of submission of Bids/quotations. Quotations valid for shorter periods may be rejected by the purchaser as non-responsive. Once the Tender has been accepted, the rates shall remain valid for the period of at least one year and this period can be extended by mutual agreement.

8. The RAJUVAS Bikaner is going on rate contract of these items. If rate contract is finalized then this tender may be rejected (If suitable) by the purchasing Authority.

9. **Delivery Period :-**

- CFMMP, RAJUVAS, Bikaner would like to have the following time schedule for completion of the activities from the date of placement of orders.
- **Supply** will be from your godown inclusive of all taxes.
- **The required quantity of Molasses will be procured as per requirement / Storage Capacity.**
- **Delivery:** Molasses have to deliver within 10 Days from issue of Supply Order.
- PI, CFMMP, RAJUVAS, Bikaner will have the discretion to invoke the payment from the Bank or forfeit the EMD/ Performance Bid Security for any breach of contract.

10. **Liquidated Damages:-**

- If there is any delay in supplying of order than liquidated damages shall be charges according to RTPP,
- 2.5% charges for delay up to one fourth period of prescribed delivery period
- 5.0% charges for delay exceeding one fourth but not exciding half of the prescribed delivery period
- 7.5% charges for delay exceeding half but not exciding three fourth of the prescribed delivery period
- 10.0% charges for delay exceeding three fourth of the prescribed delivery period

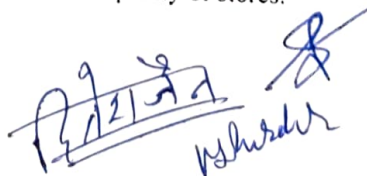
11. As per requirement of institution tender may be extended from 2 month by mutual consent subject to availability of budget and Accordance of RTPP Rules, if contractor fulfills the satisfactory supply.

12. PI, CFMMP, RAJUVAS, Bikaner is not bound to accept the lowest tender or can cancel the tender at any stage.

13. For any other additional terms and condition to be decided by PI, CFMMP, RAJUVAS, Bikaner above, if required, the same shall be notified before / at the time of opening of tender and the tenderer shall have to accept the same.

14. The decision of accepting authority shall be final as to the quality of stores.

Signature of Tenderer



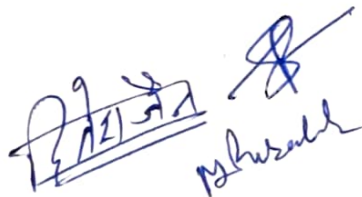
15. **Appeal:-** As per RTPP Rule-2013 the appellant can appeal here as under-

First Appeal Authority- (By paying fee Rs. 2,500/-) **The Comptroller, RAJUVAS, Bikaner.**

Second Appeal Authority- (By paying fee Rs. 10,000/-) **The Vice Chancellor, RAJUVAS, Bikaner.**

16. No Advance Payment will be made. Payment of each procurement/supply order will be made after satisfactory delivery of items.
17. PI, CFMMP, RAJUVAS, Bikaner shall have powers to accept or reject the tender in part/full at any stage without prior information and without any reason, to the tenderer.
18. Tenders must be filled with Ball pens or typed clearly. Those written using pencils or having overwriting or are unclear to understand will be rejected. No part-offers shall be accepted.
19. The approved tenderer will not be allowed to sublet the awarded tender to any other person / firms.
20. In case of any dispute, the area of Jurisdiction will be Bikaner.

PI, CFMMP, RAJUVAS, Bikaner

A handwritten signature in blue ink, appearing to be 'Rajiv', written over a horizontal line. To the right of the signature is a stylized mark resembling a cross or a star, and below it, the name 'Rajiv' is written again in a cursive script.

Signature of Tenderer

To,

PI, CFMMP, RAJUVAS, Bikaner

Bid Ref. No. _____

Date:- _____

Last Date:- _____

Sub:-Open Tender for Supply of " Molasses"

Sir,

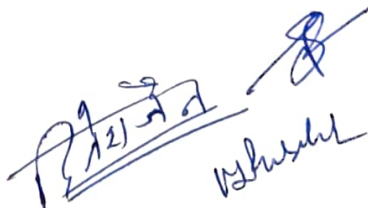
We, the undersigned, declare hereby that:

- A. We have submitted all required fee as per details tabulated below:

Fee	Amount	Mode	No. and Date	Remarks
Tender Appl. Fee	500.00	DD/ BC		
EMD	19600.00	DD/ BC		

- B. I/We..... for M/S hereby confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred Tender Letter and Enclosures, All enquiries/clarifications have been made with PI, CFMMP, RAJUVAS, Bikaner to our satisfaction. All terms and conditions of tender document have been understood by us and as token of agreement we place our signatures below.
- C. We have examined and have no reservations to the Bidding Document, including its all Addenda. We offer to supply Goods/Services in conformity with the Bidding Document and in accordance with the delivery schedule and the all the terms & conditions specified in Bidding Documents. Our Bid shall remain binding upon us for a period specified in the Bid Document and may be accepted at any time before the expiration of that period.
- D. We also declare hereby that at any time during past 05 years we have never forfeited / or sublet or failed to supply , any of our successful tender at CFMMP, RAJUVAS, Bikaner our firm can be debarred by CFMMP, RAJUVAS, Bikaner.
- E. We also understand that the Office of PI, CFMMP, RAJUVAS, Bikaner is not bound to accept the offer either in part or in full and that PI, CFMMP, RAJUVAS, Bikaner has right to reject the offer in full or in part without assigning any reasons whatsoever. Decision of PI, CFMMP, RAJUVAS, Bikaner shall be final and will be acceptable to us.
- F. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed
- G. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- H. Our Important particulars as required are as given below:
- I. We also understand that if our bid is successful and we fail to supply in time or honour the order, we can be blacklisted at level of CFMMP, RAJUVAS, Bikaner and all our ongoing tender/ supplies may be reconsidered / rejected.

Signature of Tenderar



S. No.	Particulars	Details
1.	Name of Tenderer Firm with Address, Pin-code, telephone/mobile No., Fax No., and E-mail ID etc.	
2.	Whether Proprietor/ Partnership/ Company	(Enclose copy of document)
3.	Declaration by the Bidder as per Annexure – II	
4.	Non conviction Certificate as per Annexure – III	
5.	Undertaking as per Annexure – IV	
6.	PAN No.	(Enclose copy, if available)
7.	GST Regd. No if any	(Enclose copy)
8.	Copy of Aadhar Card	(Enclose copy)
9.	Banker Details in Annexure V	(Enclosed- Yes/No)

Yours faithfully,

Date:

Authorized Signatories
(Name & Designation, seal of the firm)

19/12/21
mskudera

Signature of Tenderer

Declaration by the Bidder

(under Section 7 and 11 of the Act)

(On Non-Judicial Stamp of Rs. 100/- duly attested by Notary Public)

In relation to our Bid submitted to The PI, CFMMP, RAJUVAS, Bikaner [procuring entity] for procurement of Molasses in response to their Notice Inviting Bids RAJUVAS/RF/2022-23/..... Dated __/__/2023 we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

1. We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity; Declaration is given below as per Finance Department order F.1 (8)Vitta/GF&AR/2011 dated 04.02.2013.

Declaration by the Bidder

In relation to my/our Bid submitted to PI, CFMMP, RAJUVAS, Bikaner for procurement of MOLASSES in response to their Notice Inviting Bids RAJUVAS/RF/2022-23/..... Dated __/__/2023 I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

- (a) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
 - (b) I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document or applicable at time of bidding.
 - (c) I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
 - (d) I/we do not have, and our Directors and officers have not been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to 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 proceedings;
 - (e) I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
2. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract; as per Finance Department order F.1(8)Vitta / GF&AR /2011 dated 04.02.2013.
 3. We agree that Grievance Redressed process during procurement process will be as per RTPP Act, 2012 & Rules, 2013 and Finance Department order F.1(8)Vitta/GF&AR/2011 dated 04.02.2013.
 4. We agree that additional condition of contract will be as per Declaration Finance Department order F.1(8)Vitta/GF&AR/2011 dated 04.02.2013.

Date:

Signature of bidder

Place:

Name:

Address:

Designation:

Signature of Tenderer

Annexure – III

NON CONVICTION CERTIFICATE

This is to certify that our firm M/s..... (Name of firm (If any) with official address) having License Nos. (If any) granted on (date.....) valid up to (date.....) has not been convicted by any organization by RAJUVAS/ any of the state government or central government during the last five years.

We also certified that during past 05 years, we have not failed or deferred to supply, any of our successful tender at CFMMP, RAJUVAS, Bikaner.

**Signature of Bidder
With Address & Stamp**



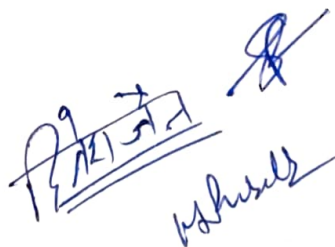
Signature of Tenderer

UNDERTAKING

I, _____ Prop/Partner/Director of
M/S _____ do hereby declare that:

1. I have read the terms and conditions of the Bid and I agree to abide by these terms and conditions and other guidelines issued in this regard.
2. I have enclosed all additional undertakings and / or certificates as required, as per Bid conditions. The information given by me in this tender form is true and correct to the best of my knowledge and belief and the rates quoted are not higher than the rates quoted to other Govt. / Semi Govt. / Autonomous / Public Sector Hospitals / Institutions / Organizations in the same financial year.
3. I have not been deregistered or black listed by any govt. /autonomous institution, hospital or body in India for an item which is being quoted here by me in this Bid or for participating in bid altogether.
4. I will not sublet the tender and or per any best information none of my relative / sister firm have participated in this tender.

Signature of Bidder
With Address & Stamp

Handwritten signature and stamp of the tenderer. The signature is written in blue ink and appears to be 'Rajendra'. Below the signature is a rectangular stamp, also in blue ink, which is partially illegible but seems to contain the name 'Rajendra' and some other text.

Signature of Tenderer

THIRD PARTY DETAILS for ONLINE PAYMENTS

Name of the Firm / Company	
Address	
Name of the Bank	
Branch Address of the Bank	
IFSC Code of the Bank	
Bank Account Number	
Photocopy of <u>Bank PASSBOOK</u> and a <u>Cancelled Cheque</u>	_____ (enclosed Yes / No)
GST Regd. No.	
PAN Number	
Aadhar No. of Authorized Person	
Mobile No. of Authorized Person	+91 - _____
E-mail ID	
Above details are correct and Copy of BANK PASSBOOK or a CANCELLED CHEQUE of same Bank Account is Enclosed	
Authorized Signature (with Seal)	

Signature of Tenderer

Annexure – VI

OPEN TENDER FOR “Molasses”

(NOTE: Rates per UNIT must be quoted and inclusive of all Taxes/incidental charges etc.)

Name of Firm:

PAN No:

GST Tax Regd. No (If Applicable):

NOTE: The Rates may be quoted on (UNIT RATE) Per Qtl. Basis only

1	2	3	4			
S. No.	Brief Description of Goods	Aporox. Quantity in Qtls	Price per UNIT (Rs.)			
			Per Qtl. Cost (A)	GST (if any) [Depict both as Value and %age] (B)	FINAL UNIT PRICE Including GST Per Qtl. (C)	Total COST (at Your Site) At your godown. basis (Rs.) Per Qtl. 3 x 4 (C)
1.	Molasses	650				

Note: -

1. Delivery: - From your godown
2. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
3. Delivery Period: - Molassess have to deliver from your godown within 10 Days from issue of Supply Order.

Date:

Name _____

Business Address _____

Signature with Seal of Bidder _____

Signature of Tenderer

Schedule of Supply

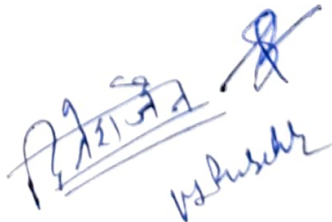
Schedule-I

APPROX. REQUIREMENT OF MOLASSESS

S. No.	NAME OF ITEM	Qty. in Qtls.
1.	Molasses	650

Quantities mentioned above may vary substantially on either side/may increase/may decrease.

Signature of Tenderer

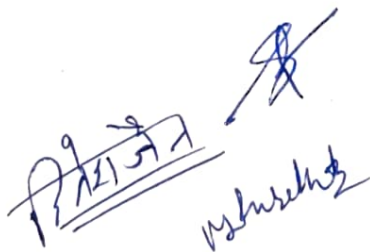


Page 13 of 20

Delivery

1. Supplies are required to be made from your godown within 10 days from the date of dispatch of orders or as settled with the bidder or as provided in acceptance of bid and letter of approval, for all the purchase orders being placed on the supplier.
2. The above period of execution will be counted from the date of dispatch of orders. Liquidated damages will be recovered for the days in excess of the period prescribed for supply as specified in General Conditions of Contract. It will also be open to the Purchasing Officers to return the goods which are delivered later than the stipulated period and effect risk purchase in such cases or in case it is found that the goods received are not as per the prescribed specification.

Signature of Tenderer



The image shows a handwritten signature in blue ink, which appears to be 'Rajesh'. Below the signature is a rectangular stamp containing the number '1371577'. To the right of the stamp is a blue checkmark.

Technical Specifications and Inspection & Test

SCHEDULE OF SPECIFICATION FOR SUPPLY OF MOLASSES

Molasses and transportation	
Name of Items	Specification
Molasses	> Density in degree brix at 27.5° C (Min)-80 Material should be dark coloured viscous syrupy liquid having characteristic odour.

Signature of Tenderer

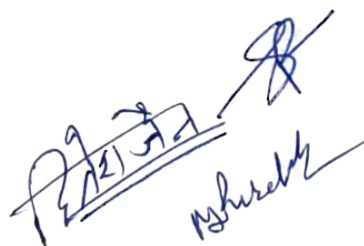


Handwritten signature in blue ink, appearing to be 'Rajendra' with a flourish above it.

Inspections and Tests

1. It is necessary for suppliers to maintain quality of the materials supplied as per the prescribed standards and quality specifications. If the findings of the University laboratory analysis in respect of quality are not acceptable to the supplier, the later can lodge a written request within 7 days with the units concerned to get 2nd test of second preserved supplier's sample done from NABL accredited laboratory. The test result of the aforesaid second sample obtained from the Lab shall be final and binding on both the parties i.e. RAJUVAS and the suppliers. Cost of analysis of 2nd sample will be born by the supplier.
2. At the time of delivery of raw materials, three identical samples shall be drawn and sealed jointly in the presence of delivery man/ truck driver and representative of CFMMP, LFRMTC, RAJUVAS, Bikaner.

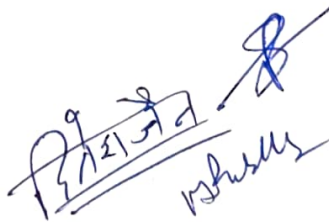
Signature of Tenderar

A handwritten signature in blue ink, appearing to be 'Rajiv', is written over a horizontal line. To the right of the signature is a large, stylized flourish or mark.

Special Conditions of Contract

S.No.	Particulars
1.	The bidders are required to note that purchase orders released by the CFMMP, RAJUVAS, Bikaner within the contract period and extended period, if any, i.e. the first day to the last day of the contract period, including the extended period, if any, shall have to be executed by them, at the approved rate.
2.	Successful bidders/Suppliers are required to make supplies from your godown within 10 days from the date of dispatch of orders by the CFMMP, RAJUVAS, Bikaner or as specified in the purchase order.
3.	<p>The supplier will supply the bid items from your godown within 10 days period from the date of placement of the order by the CFMMP, RAJUVAS, Bikaner or as settled with the bidder or as provided in the acceptance of bid. In case supplier fails to supply and deliver the bid item within the prescribed time as mentioned in the order, the CFMMP, RAJUVAS, Bikaner reserves the right to affect risk purchases from other source on the supplier's risk and cost. CFMMP, RAJUVAS, Bikaner also reserves the absolute right as to the method adopted for effecting such risk purchases. The extra expenditure incurred in making risk purchases shall be recovered from the supplier's due payments/performance security lying with CFMMP, RAJUVAS, Bikaner notwithstanding whether such amount(s) pertain to current and/or previous contract(s). In case risk purchases are not affected for any reasons and approved supplier supplies the goods beyond the prescribed time i.e. after expiry of the scheduled time and if such delayed supplies are accepted by the CFMMP, RAJUVAS, Bikaner such late receipt of goods shall be subject to liquidated damages(LD)/penalties at following rates :-</p> <ol style="list-style-type: none"> 1. If the supplier requires an extension of time on completion of contractual supply on account of occurrence of any hindrance he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply. 2. The Principal Investigator may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances. Reasons shall be recorded.

Signature of Tenderer



3. Extension in delivery period: In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply:-

Delay upto one fourth period of the prescribed delivery period.	2.5%
Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5%
Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7.5%
Delay exceeding three fourth of the prescribed delivery period.	10%

Note: Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of liquidated damages shall be 10%. However, in case of persistent delay in the supply of material by the bidder, the rate contract may be cancelled and security forfeited by the CFMMP, RAJUVAS, Bikaner. CFMMP, RAJUVAS, Bikaner reserves the right to reject the supplied goods or to accept the related supplies if it so desire by imposing deduction to a maximum of 10% in case of delays exceeding three fourth of the delivery period. The CFMMP, RAJUVAS, Bikaner further reserves the right to extend the period of supply in case a request in time giving full justification for the causes or factors leading to delay are reported by the supplier before the expiry of the delivery period.

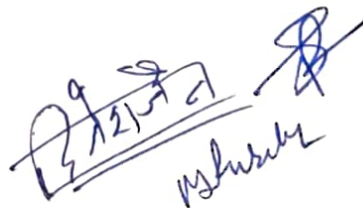
4. **RATE CONTRACT**

4.1 That after the delivery of goods from your godown the same shall be accepted by the PI, CFMMP, RAJUVAS, Bikaner after establishing the quality of goods for the purpose of use and consumption of goods, if are found to be upto the mark and only thereafter 100% of the value of the goods shall be paid to the tenderer as per terms of payment.

5. Any correspondence made by the CFMMP, RAJUVAS, Bikaner at the address/e-mail given by the bidder shall be deemed to have been delivered to the party. Any change in the address thereafter must be communicated in writing to the PI, CFMMP, RAJUVAS, Bikaner.

6. It is necessary for suppliers to maintain quality of the materials supplied as per the prescribed standards and quality specifications. If the findings of the University laboratory analysis in respect of quality are not acceptable to the supplier, the later can lodge a written request within 7 days with the units concerned to get 2nd test of second preserved supplier's sample done from NABL accredited. The test result of the aforesaid second sample obtained from the Lab shall be final and binding on both the parties i.e. RAJUVAS and the suppliers. Cost of analysis of 2nd sample will be born by the supplier
At the time of delivery, three identical samples shall be drawn and sealed jointly in the presence of delivery man/ truck driver and representative of PI, CFMMP.

Signature of Tenderer



7.	<p>The specifications, conditions, schedules of the bidding document constitute an integral part of the bid.</p> <p>In the case of substantial non-conformity with the specifications or if it contains any inadmissible reservations seen or otherwise, in contravention to the spirit and letter of the bid documents such bids shall be summarily rejected.</p>
8.	<p>REJECTION:</p>
8.1	<p>Further the buyer reserves the right to reject the stores either in full or in part, if at the time of delivery it is noticed that the items/stores supplied do not confirm to the description and quality stipulated in the tender. In such event buyer shall inform the supplier immediately after such defect/quality problem is noticed.</p>
8.2	<p>If on rejection of the stores by the buyer or consignee at destination the supplier fails to make satisfactory supplies within the stipulated period of delivery, the buyer shall be at liberty to:</p> <p>Allow the supplier to submit the store, in replacement of those rejected goods within the given time, the supplier bearing the cost, if any, on such replacement, without being entitled to any extra payment on that account. Replaced goods shall not be considered fresh supplies and late penalty if applicable shall be valid of these supplies as well.</p> <p>Purchase of quantity of the stores rejected or other of a similar description (which stores do not exactly comply with particulars, in the opinion of the buyer, which shall be final) without notice to the supplier's liability as regards the supply of any further installment due under the contract.</p> <p>Cancel the contract and purchase of items or others of a similar description (stores do not exactly comply with the particulars in the opinion of the buyer, which shall be final) at the risk and cost of the supplier.</p>
8.3	<p>Any stores rejected shall under all circumstances lie at the risk of the supplier from the moment of such rejection till their removal and if such stores are not removed by the supplier within such reasonable period as may be decided by the buyer, the buyer may dispose off such stores at the supplier's risk and account and retain such portion of proceeds as may be necessary to cover any expenses incurred in connection with such disposal. The buyer shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed. This will include the cost of disposal when necessary.</p>

Signature of Tenderer

9.	The supplier shall, at all time, indemnify the buyer against all claims which may be made in respect of the stores or infringement so any right protected by patent, registration of design or trademark etc. provided always that in the event of any claim in respect of alleged breach of letters, patents, registered design of trade mark being made against mark the buyer shall notify the supplier or the same and the supplier at his own expenses, either settle any dispute or face any litigation and bear expenditure related to the same that may arise there from.
10.	Force Majeure
10.1	The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
10.2	For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
10.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause and effects thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.
11.	All the documents supplied by the buyer must be treated as "CONFIDENTIAL" must not be copied, reproduced, transmitted, or discussed otherwise in whole or part, not duplicated, modified, divulged, or discussed to any third party nor used in any other way without the consent of buyer in writing.
12.	The quantities mentioned in the tender are tentative and the actual quantities to be procured may vary upward or downward suiting to the actual requirements.
13.	Work order for raw materials will be placed as per requirement or in part. Work order for required quantity of any materials will be placed from time to time by PI, CFMMP, RAJUVAS, Bikaner.
14.	No item and condition in addition to the above mentioned will be agreed to. The conditional offer/price bid which reflect/affect the price of quoted item shall be liable for rejection out rightly without any reference.
15.	No. shortpenalty/rate difference shall be imposed if the supplies are to the extent of _+ 5% of the ordered quantity.
16.	The present contract shall be governed overall by RTPP Act and allied laws.