
Public Health Engineering Department

Tender Document

(E-Tender NIT No. 04/2026-27)

Supply of Submersible cable at Divisional Store Khetri
(for SSI unit only)



TENDER ESTIMATED COST

Rs 7.00 Lacs

OFFICE OF THE EXECUTIVE ENGINEER
Public Health Engineer Department Division Khetri

1. GENERAL DETAILS OF WORKS:

1.	NIT No. (E-Tender)	04/2026-27
2.	Work Description	Supply of Submersible cable at Divisional Store Khetri (for SSI unit only)
3.	Estimated Cost Rs.	Rs. 7.00 Lacs
4.	Earnest Money Rs. in	Rs. 14000.00 (through e-GRAS Challan (Website http://egras.raj.nic.in) in Favour of DDO Code 11898-EX.EN. P.H.E.D. Div. Khetri Budget Head लोक निर्माण कार्य जमा 8443-00-108-00-00) The enlisted manufacturer or authorized supplier with PHED Rajasthan (as per rule) shall be required to deposit EMD Rs. 3500.00 (0.5% of Estimated cost of NIT) in the aforesaid form.
5.	Cost of Tender Document in Rs. (Non refundable)	Rs. 500.00 (through e-GRAS Challan (Website http://egras.raj.nic.in) in Favour of DDO Code 11898-EX.EN. P.H.E.D. Div. Khetri Budget Head निविदा शुल्क की प्राप्तियों 0075-00-800-52-01)
6.	e-tender processing fee in Rs. (Non Refundable)	Rs. 500.00 (through e-GRAS Budget Head निर्माण विभाग 8658-00-102-16-02)
7.	Type of Contract	item rate
8.	Availability tender documents, Information about the project	http://www.eproc.rajasthan.gov.in
9.	Validity of the offer	Shall be 90 days from date of opening of the pre-qualification bid.
10.	Period of Completing Execution	20 days

2. (a) The tender document cost amounting to Rs 500/- shall be deposited through (through e-GRAS Challan (Website <http://egras.raj.nic.in>) in favor of Executive Engineer, PHED, Division Khetri payable at Khetri. The Bidder should upload scanned copy of challan on e-procurement website along with documentary proof of depositing the tender cost in the Office of Executive Engineer , PHED Division Khetri. The receipt of an cashier or any other official, not authorized to receive such amount will not be considered as an acknowledgment of payment to Executive Engineer, PHED Division Khetri or other duly authorized Engineer.
- (b) The processing fee of Rs 500/- per bidder per tender shall be paid (through e-GRAS Challan (Website <http://egras.raj.nic.in>) in the name of Managing Director, RISL payable at Jaipur.

2. IMPORTANT DATES:

S. No.	Events	Date & Time	Website/office
a)	Date & time for downloading of tender document.	From 27.04.2026 from 05:00 PM to 06.05.2026 UP TO 6:00 PM	http://www.eproc.rajasthan.gov.in
b)	Date & time for online submission of tender document	From 27.04.2026 from 05:00 PM to 06.05.2026 UP TO 6:00 PM	http://www.eproc.rajasthan.gov.in
c)	Deposition of Earnest money, tender fees and processing fees	Upto 06.05.2026 upto 6.00 pm	(through e-GRAS Challan (Website http://egras.raj.nic.in)

d)	Date & Time for Opening of technical bid.	11:00 AM onwards on 07.05.2026.	In the Office of Executive Engineer, PHED Division Khetri on website
e)	Opening of Price bid	Will be intimated to all tenders found qualified technical bid through e-mail	In the Office of Executive Engineer, PHED Division Khetri on website

Note: a) In case there is a holiday on the date mentioned above, the activities assigned on that date shall be carried out on the next working day.

b) If all the tenders could not be opened on the prescribed date then the remaining ones shall be opened on the next working day.

**EXECUTIVE ENGINEER
PHED Division Khetri**

समाचार पत्रों में प्रकाशन हेतु

कार्यालय अधिशाषी अभियन्ता,
जन स्वास्थ्य अभियांत्रिकी विभाग, खण्ड खेतड़ी
(दूरभाष संख्या 01593-234305, ई-मेल xenphed.khetri@gmail.com)

क्रमांक:एफ()निविदा/2026-27/563-574

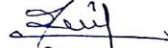
दिनांक:- 27/04/2026

ई-निविदा सूचना संख्या :03-04/2026-27

राजस्थान के राज्यपाल महोदय की ओर से जन स्वास्थ्य अभियांत्रिकी विभाग, खण्ड के अधीन जल योजनाओं के संचालन एवं संधारण हेतु सी.आई.डी. जोइंटस एवं केबल की आपूर्ति कार्य के लिए ई-निविदा आमंत्रित की जाती है जिनमें कार्य की लागत क्रमशः राशि रू. 7.00 एवं 7.00 लाख है। निविदा दिनांक 27.04.2026 से 06.05.2026 तक विभागीय वेब साइट से डाउनलोड कर 06.05.2026 तक अपलोड की जा सकती है। ई-टेन्डरिंग से सम्बन्धित अन्य आवश्यक विवरण विभाग की वेब साइट dipronline.com, <http://sppp.raj.nic.in> पर देखे जा सकते हैं। विभिन्न शर्तों सहित निर्माता/अधिकृत विक्रेता निर्धारित प्रपत्र में ई-टेन्डरिंग प्रक्रिया में ऑन लाईन निविदा भाग ले सकते हैं।

इच्छुक निर्माता/अधिकृत विक्रेताओं को ई-निविदा में भाग लेने हेतु वेब साइट <http://eproc.rajasthan.gov.in> पर रजिस्टर्ड करवाना आवश्यक है।

NIT No.	NIB No.	UBN No.
03/26-27	PHE2627A	PHE2627
04/26-27	PHE2627A	PHE2627


(सुनिल कुमार)

अधिशाषी अभियन्ता
जन स्वास्थ्य अभि. विभाग खण्ड खेतड़ी

**OFFICE OF THE EXECUTIVE ENGINEER
PUBLIC HEALTH ENGINEERING DEPARTMENT, Division
Khetri**

CONDITION OF TENDER AND CONTRACT FOR OPEN TENDER (SEE
RULE 68)

NOTE: TENDERER SHOULD READ THESE CONDITIONS
CAREFULLY AND COMPLY STRICTLY WHILE
SENDING TENDERS.

- 1 Tenders must be enclosed in a properly sealed cover according to the directions given in the tender notice.
- A) The tender should be submitted addressed to Executive Engineer, PHED, Division Khetri. The tenderers are required to give offer in two separate sealed covers. The (Technical Bid) should contain earnest money in prescribed shape, departmental tender document duly signed on each page, declaration form of manufacturer or bonafide dealer duly notarized, other document required in specification of material etc. The second cover should contain the price schedule only. Conditions if any on account of price bid should not be given on the price schedule but should be mentioned specifically in cover 1 of Technical Bid to decide the acceptance of conditions of contractor. Please note that both the covers are to be submitted separately and tagged together & not to be kept in any further cover.
- B) The Technical Bid (1st cover) shall be opened on 06.06.2024 at 6.00 PM in the presence of such tenderer(s) their authorized representative(s) who wish to be present at the time of opening. If due to any reasons the due date is declared a holiday the tenders will be received & opening on next day at the same time.
- C) The information and documents furnished in the 1st cover shall be examined & evaluated. The tenderers who are found responsive i.e. meeting tender requirement shall be informed about the stipulated date & time for opening of price bid. The 2nd cover containing price bids shall be opened in respect of tenderers who are found responsive.

The price bid i.e. 2nd cover shall be opened in the OFFICE OF THE EXECUTIVE ENGINEER, PHED, Division Khetri in the presence of such tenderer(s) or their authorized representatives who wish to be present at the time of opening on specified date and hours. If due to any reason the specified date is declared a holiday then the price bid(s) shall be opened on next working day at same scheduled hours.

2 ELIGIBILITY:

- A) **The item is reserved for SSI units only as per Govt. rules. Hence offers of only SSI units shall be accepted. As only such tenderers who are SSI Units of item for which they have tendered in required items shall be eligible to quote their rates. They shall furnish a declaration**

in the prescribed format SR !! Attached herewith.

- B) Only such tenderers shall be considered eligible who deposit earnest money as per clause 21 of the tender documents.
 - C) The tenderer should enclose copy the valid BIS licence if he is a manufacturer of the material which has been approved its the tender alongwith the offer for which tender has been furnished. (for ISI marked stores)
 - D) If tenderer imposes conditions which are in addition to or in conflict with the condition mentioned herein, his tender is liable to rejection. In any case none of such condition will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase officers.
 - E) Department may decide to give an opportunity to the tenderer(s) to withdraw deviations in tender conditions quoted by tenderer(s). Financial bids of only those tenderer(s) shall be opened, who withdraws such deviation in format prescribed by department. Failure to do so shall result in rejection of their offer. However, the department reserves the sole right to agree to any deviation, if deemed proper by the department.
- 3.(A) Any change in the constitution of the firm etc. shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc. from any liability under the contract.
- (B) No new partner / partners shall be accepted in the firm by the contractor in respect of the contract unless he / they agree to avoid by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

4 GST REGISTRATION CERTIFICATE:

No dealer / manufacturer, who is not registered under the GST Act prevalent in the State where his business is located shall tender. The GST Registration No. should be quoted and shall be submitted without which the tender is liable to rejection.

- 5 Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
- 6 Rates shall be written both in words and figures. There should not be error and / or overwriting. Corrections if any, should be made clearly and initialed with date. The rates should mention element of the GST and CST separately.
- 7 (A) PRICE: Rates shall be quoted FOR destination and should include all

incidental charges except octroi, CST / GST 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 Government and the delivery of the goods shall be given at the premises of Purchase Officer/ consignee(s). Goods to be purchased are for the purpose of official use, hence octroi is not payable. The rates, therefore should be exclusive of octroi & local tax. The rates must be quoted in the enclosed format of schedule of rates (Annexure 'I'

) only. In case the rates are mentioned anywhere in the tender offer apart from prescribed Annexure-I and creating any ambiguity, then the lower of the such rates will be considered and tenderer will be bound to supply the material at those lower rates, if approved by the department. If any supplier quotes that their rates are exclusive of Excise Duty, packing, forwarding, loading, insurance, transportation etc. even then his rates shall be considered to be inclusive of elements mentioned in Annexure-I.

Therefore the tenderer should not quote their prices in any other manner except mentioned in Annexure-I

(B) TAXES: GST should be quoted separately (rates should be mentioned). Form -DII will be provided by the department for concessional rate of GST as applicable.

(C) The quoted rates shall remain fixed and firm. If any tenderer reduces his prices after opening of tender or negotiated bid (if any), he shall be liable to be debarred for 3 years from further business with the department.

8 COMPARISION 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 GST shall be excluded where as that of CST shall included.
- (ii) While comparing the rates in respect of firms within Rajasthan the element of GST shall be included.

9 PRICE PREFERENCE:

Price 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 the stores (preference to industries of Rajasthan) Rules, 1995.

10 VALIDITY: Tenders shall be valid for a period of three month from the date of opening of price bid. Tenders with validity less than three months shall be liable for rejection. The validity period may further be extended with mutual agreement.

11 The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawing etc, of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc. or required any amendment, he shall before signing the contract within 7 days from the date of placing the order whichever is earlier, refer the same to the purchase officer and get clarifications / amendment if any if the order is at variance from tender documents.

12 The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

13 SPECIFICATIONS:

All article supplied shall strictly confirm to the specifications, trade ,mark laid down in the tender form and wherever articles have been require according to ISI specifications, those articles should confirm strictly to those specifications and should bear such marks. The specifications are as per Annexure -2.

14 GUARANTEE CLAUSE:

(A) The tender would give guarantee that the goods / stores / articles would continue to conform to the description and quality as specified for a period of 18 months form the date of delivery of 12 months from the date of commissioning whichever is earlier of the said goods / stores /articles for a be purchased and that notwithstanding the fact that the purchaser may be inspected and or approved the said goods / stores / articles if during the aforesaid period of 12 months 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 Officer in that behalf will be final and conclusive), the purchaser will beentitle to reject the said goods / stores / articles or such. Portion there of as may be discovered not to conform to the said description and quality on such rejection the goods / articles / stores will at the seller's risk and all provisions relating to rejection of goods etc. or such portion thereof as is rejected by the purchase officer within 1 month , otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition here in contained Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

(B) In case of machinery and equipment also, guarantee will be given as mentioned in clause

(A) above and the tenderer shall during the guarantee period replace the parts if any and remove and manufacturing defect if found during the above period, so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments is case it is found defective whichcannot be put to operation due to manufacturing defect, etc.

(C)In case of machinery and equipments specified by the Purchase Officer the tenderer shall be responsible for carrying out annual maintenance repairs on the terms and 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 equipment 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 Officer who may like to purchase spare parts them to maintain the machinery and equipments in perfect condition.

15 INSPECTION :

(A) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the manufacturer / suppliers premises and shall have the power at all reasonable time to inspect and examine the

materials and workmanship of the goods / equipment / machineries during manufacturing process or afterwards as may be decided. The material shall be dispatched from the works of manufacturer after testing as per provisions/specifications of rate contract/supply order and only tested and passed materials shall be dispatched to the consignee along-with excise gate pass.

- (B) The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and 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.
- (C) A Committee of Executive Engineer and Divisional Accountant for quality assurance of materials before accepting the same in divisional store. This Committee shall inspect/test the received material to ensure its quality/specifications as per provision of rate contract/supply order. The committee shall also draw sample for getting tested the materials from approved labs/institutions, in case testing of materials is not possible at their level.
- (D) If the material is found below specifications or defective the supplier, shall be bound to replace the material or remove the defects in the goods within 10 days time of receipt of intimation from the consignee.

16 REJECTION

- (A) 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 officer.
- (B) If, however, due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible to purchase officer 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.
- (C) The rejected articles shall be removed by the tenderer within 10 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit at the tenderer's risk and on his account.
- (D) No payment shall be made for defective material. However, if the payment has been made then defective material shall be allowed to be removed only after the firm replaces material as per specifications duly inspected. However, if payment has not been made, the firm may be allowed to remove the material without prior replacement whenever necessary, joint inspection of defective material may be carried out as required by the department.

- 17** The tenderer shall be responsible for the proper packing so as to avoid

damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition the consignee at destination. In the event of any loss, damage breakage or leakage or any shortage the tenderers shall be liable to make good such loss and shortage found at the checking / inspection of the materials by the consignee. No extra cost on such account shall be admissible.

18 The contract for the supply, can be repudiated at any time by the Purchase Officer, 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.

19 DELIVERY PERIOD :

The tenderer whose tender is accepted shall arrange supplies within a period of 01 month from the date of supply order . The delivery period essence of the contract.

20 EXTENT OF QUANTITY – REPEAT ORDER:

(A) 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 upto 50% 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 purchase officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.

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

21 EARNEST MONEY :

(A) Tender shall be accompanied by an earnest money Rs. 14000.00, The EMD shall be deposited in nationalized bank through e-GRAS Challan (Electronic government receipt accounting system website <http://e gras.raj.nic.in>) in favour of 11898 EE PHED Khetri Treasury khetri under Challan head 8443-00-103-00-00- प्रतिभूति जमा

(B) 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 ½ % of the estimated value of the tender shown in NIT.

— Certified that M/s... .. is a small scale Industries registered permanently..... with the Department vide registration No.

_____ date for the manufacture / formulation / fabrications of the following items.

- 1
- 2
- 3

Such industries shall submit an undertaking in respect of the production capacity of the items to be supplied of any other such evidence alongwith the tender in the form given below:

S.No.	Item	Annual Capacity In Nos.	In Value
1			
2			
3			

- (C) The Central Government and Government of Rajasthan Undertaking need not furnish any amount of earnest money.
- (D) Refund of earnest money : The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.
- (E) The earnest money / security deposit lying with Department / Officer 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.

22 FORFEITURE OF EARNEST MONEY:

The earnest money will be forfeited in the following cases:-

- (i) When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender
- (ii) When tenderer does not execute the agreement if any, prescribed within the specified time.
- (iii) When the tenderer does not deposit the security money after the supply order has been placed within specified period in the specified shape.
- (iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

23 EXECUTION OF AGREEMENT

Successful tenderer shall have to execute an agreement in prescribed form within 7 days of the date of letter of acceptance. The expenses of completing and stamping of agreement shall be paid by the tenderer who shall furnish to the department, an executed stamped counter part of the agreement free of charge. He shall submit following documents with the agreement.

- (i) 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
- (ii) No interest will be paid by the department on the security money.
- (iii) The forms of security money shall be as below:
 - (a) Cash / Bank / Draft / Bankers Cheque / Receipted copy of challan.
 - (b) Post—office Saving Bank Pass Book duly pledged.
 - (c) National Saving Certificate, Defence Saving Certificate. Kisan Vikas Patras, or any other script / instrument under National Savings Scheme for promotion of small saving, if the same can be pledged. This certificate shall be accepted at surrender value.
- (iv) The security money shall be refunded within 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 control on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after the satisfaction that there are no dues outstanding against the tenderer.
 - (2) (i) Firms registered with the Director of industries, Rajasthan in respect of Store
for which they are registered, subject to their furnishing the registration and prescribed Competency certificate in original form the Director of industry or a photo-stat copy or a copy thereof duly attested by any gazetted officer will be exempted from furnishing Security money.

(ii) Central Government and Government of Rajasthan's Undertaking will be exempted from furnishing security amount.

24 SECURITY DEPOSIT :

- (A) Successful tenderer will have to deposit security equal to 5% of the value of the stores for which tenders are accepted within 7 days from the date of placing the supply order before execution of agreement, failing which earnest money shall be forfeited.
- (B) The earnest money deposited at the time of tender will be adjusted towards security money. The security money shall in no case be less than earnest money applicable on the cost of order which is placed. Security money deposited in following form :

S. No.	Form	Condition
1	Cash/ bank draft/banker's Cheque/ Received copy of Challan	Government will not pay any interest on any deposit held in the form of Cash.
2	Post Office/ Bank Pass Books	<p>i) A Pass book for a deposit made under the Post Office Saving Bank rules may be accepted as security provided that the depositor has signed and delivered to the Post Master a letter in prescribed form as required by those rules and the pass Officer / Head of Office. It should be from Post Office situated in Rajasthan.</p> <p>ii) The Pass book shall be sent to Post Office as soon as possible after the 15th June of each year, so that necessary entries on account of interest may be made in them.</p>
3	National Saving Certificate or any other script/ instrument under National Savings Schemes if the same can be pledged under the relevant rules	i) These certificate should be formally transferred to the DDO/ Head of Office which has taken the deposit with the sanction of Head Post Master and shall be accepted at their surrender value at the time of tender. These should have been issued by any post office situated in Rajasthan only.

- (C) The small scale or cottage industries registered with the Director of Industries Rajasthan Jaipur for manufacturing of item for which tender have been called shall be required to pay security deposit 1 % of the value of the stores intended to be supplied on furnishing a certificate from the Director of Industries, Rajasthan Jaipur in original or attested copy of in the format as mentioned in clause No. 21 (C) above. The security amount will be accepted in the form as mentioned above. In case agreement is not executed within 7 days from the date of placing the order the earnest money amount shall be forfeited.

- (D) Central Government and Government of Rajasthan undertaking will be exempted from depositing Security amount.
- (E) In case of Central / State government units and SSI unit failing to execute agreement the appropriate authority in Central / State government shall be asked to deregister the unit and take necessary action as deemed fit.
- (F) The security money shall be refunded within 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 satisfactory completion of the same or after expiry of the period of guarantee, if any, whichever is later or after the satisfying there are no dues outstanding against the tenderer.

(25) Forfeiture of Security Deposit:

Security amount in full or part may be forfeited in the following cases:--

- (A) When any terms and condition of the contract is breached.
- (B) When the tenderer fail 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.

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

- (a) Delay up to fourth period of the prescribed delivery period 2½ %
- (b) Delay exceeding one fourth but not exceeding half of the prescribed time 5%
- (c) Delay exceeding half but not exceeding three fourth of the prescribed period . 7½%
- (d) Delay exceeding three fourth of the prescribed 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%

(27) RECOVERIES:-

- (A) Recoveries of liquidated damages, short supply breakage rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his due and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan RDR act or any other law in force.
 - (B) Any recovery on account of L.D. charges/ risk and cost purchase in respect of previous supply order on them by the department can also be recovered from any sum accrued against this order.
- (28) Tenderers must make their own arrangements to obtain import license if necessary.

- (29) The Purchase Officer 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 article for the tender has been given or distribute item of stores to more than one firm / supplier.
- (30) If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute, who will not be related to this contract and whose decision shall be final.
- (31) If department feels necessary preference may be given to firms offering material from ready stock.
- (32) **TERMS OF PAYMENTS:**
(A) 100% payment shall be made on delivery of material. The payment shall be made provided material is received duly inspected within the stipulated delivery at consignee divisional store in perfect condition and as per schedule of specifications. In case of delayed supplies, deduction of L. D. charges as per clause 26 shall be made from payment. The tenderer shall seek provisional extension from Executive Engineer, PHED, Division Khetri before dispatching the material.
(B) Unless otherwise agreed between the department and the firm payment for the delivery of the stores will be made on submission of bill in proper form, inspection certificate & test report etc. by the firm to consignee under an advice to the Executive Engineer, PHED, Division Khetri in accordance with GF&AR rules.
- (33) **RISK & COST PURCHASE**
(A) In case firm is unable to complete the supplies within the specified period or extended period the department shall be entitled to purchase from elsewhere without notice to firm but on his account and risk. Material or any part of it not supplied by firm resulting to cancellation of contract. The firm will be liable for any loss or damage which the department may sustain by reason of such failure on the contractor's part.

The firm shall however not be entitled to any gain due to such purchase which are made against such default.

The recovery of such losses or damage shall be made from any sum lying with the Government, if the recovery is not possible from the bills & contractor fails to pay loss or damages within a month or agreed period, recovery shall be made under the Rajasthan Public Demand Recovery act 1952 or any other law in force.

While making the risk purchases the department may exercise its own discretion and if possible resort to limited tender system issuing short terms notice irrespective of the valuation of the tender. In all the cases where orders are cancelled due to non-supply of stores, it will be treated as a breach of contract and the department shall take action accordingly.

(B) The risk and cost clause shall be operated by the authority placing the supply order(s) or the authority concluding the rate contract.

Note :- It is clarified that the department may resort to risk purchase without granting any extension as per clause 26 .

(C) In case firm fails to deliver goods within stipulated delivery period and department decides not to accept goods after stipulated delivery period, the firm shall be liable for L.D. as per clause 26. Besides this proportionate S.D. for unsupplied material shall also be forfeited.

(D) The defaulter firm shall be liable for following actions in instance of risk & cost purchase :- (i) Payment to the department of difference amount paid to next firm, who have supplied material. This amount shall include all types expenses including taxes etc.
(ii) Payment of L.D. charges (as per prescribed rate) as compensation to the department for delay occurred in procurement of material.
(iii) The amount of earnest money / security money shall be forfeited as per clause 22 & 24 along with action as clause 33 (A).

- (34) Purchases will be made as per prevalent Government direction / instructions with regard to State Industrial units & units outside the State.
- (35) All legal proceeding, if necessary arises to institute may by any of the parties (Government or Contractor.) shall have to be lodged in courts situated in Neem ka Thana, Rajasthan and not elsewhere.
- (36) In case of failure/ breach of contract full / part S.D. (as deemed fit) can be forfeited and the action against defaulting firms may be taken as per CSPO manual understand raised code for black listing, suspension of business, banning of business etc. along with termination of the contract without any compensation.

Signature of Tenderer.

Executive Engineer
PHED Division Khetri

OFFICE OF THE Executive Engineer
PUBLIC HEALTH ENGINEERING DEPARTMENT, Dn. Khetri

SPECIAL TERMS & CONDITIONS

Rates should be quoted on the following terms & conditions and specification of the tenderdocuments only. No extra condition will be accepted, if any extra condition mentioned the same will be treated as cancelled and supply order will be issued on the basis of lowest rates and according to departmental terms and conditions only.

- 1 Specification of the material will be as per tender documents.
- 2 Insurance / packing / forwarding / loading / unloading / stacking / charges inclusive in rates.
- 3 Risk & cost : If you fail to supply the material within the delivery period or extended delivery period, the supply order placed to you shall be cancelled and action to procure the material on your risk & cost will be taken accordingly as per rules.
- 4 Transit risk : The department will not pay any transit insurance and the supplier is fully responsible for safe delivery of the material at consignee stores. The rate quoted is inclusive of the insurance charges, if any.
- 5 Price variation : No price variation shall be allowed.
- 6 Legal proceedings : Legal proceedings if any arising shall have to be lodged in the courts situated in Khetri and not outside.
- 7 Material will be supplied directly by the manufacturer or authorized distributor with original packing and with original test certificate to the consignee. In case of authorized distributor an authorization certificate from manufacturer should be documented.

The above conditions accepted

Signature of Tenderer.

Executive Engineer
PHED Division Khetri

DECLARATION BY TENDERERS

SR FORM- II

(See Rule 24 (vii))

- (1) I / We have carefully read and understood the above terms and conditions of the tender and agree to abide by these. I / We have carefully noted that my / our offer, if contain any counter conditions or additional conditions will be liable for rejection by the department. I / We shall have no claim whatsoever against this rejection of offer. It is certified that I / We have not given any condition in price bid. If any condition is found the same may be treated as withdrawn.
- (2) I / We declare that I / We are bonafied / manufacturers / whole sellers / sole distributors / authorized dealer / dealers / sole selling / marketing agent in the goods / stores / equipment forwhich I/We have tendered.
- (3) If this declaration is found to be incorrect, then without prejudice to any other action that may be taken my / our security and / or earnest money may be forfeited in full and the tender , to the extentaccepted may be cancelled.

SIGNATURE OF THE TENDERER

(NAME IN BLOCK LETTERS)

Technical Specification of ISI Marked Submersible Cable:-

Description	Item Name	Rate (Rs. in figures)
Make offered	3 core flat cable (without ECC) PVC insulated, PVC sheathed cables with flexible copper conductor suitable for submersible pump sets & conforming to IS: 694-90 with amendment No. 1(reaffirmed 2000). Copper conductor shall conform to IS: 8130-84 (Reaffirmed 1996) table 3 with additional requirement of ageing test. The ISI marked cable shall be supplied in the following sizes (GST paid extra as applicable).	
	6.0 Sq. mm. X 3 core	Rs. ... per mtr.

The item is reserved for SSI units only as per Govt. rules. Hence offers of only SSI units shall be accepted.

Executive Engineer
PHED Division Khetri