

# **CENTRAL UNIVERSITY OF RAJASTHAN**

Bandarsindri – 305817 Distt. Ajmer, Rajasthan



## **TENDER NOTICE & DOCUMENT FOR**

**Preparing and Publishing Self Learning Materials for UG/PG courses  
in the School of Distance Education at Central University of Rajasthan**

<b>S. No.</b>	<b>Contents</b>	<b>Page No.</b>
<b>1.</b>	Schedule of tender	<b>03</b>
<b>2.</b>	Tender notice	<b>04</b>
<b>3.</b>	Important notes to bidders	<b>05</b>
<b>4.</b>	Terms and conditions of tender	<b>06-10</b>
<b>5.</b>	Technical specifications	<b>11</b>
<b>6.</b>	Annexure-A of Technical Specification	<b>12-15</b>
<b>7.</b>	Tender Form (Techno Financial Un priced Bid)	<b>16-17</b>
<b>8.</b>	Tender Form (Priced Bid)	<b>18</b>
<b>9.</b>	Price Schedule Annexure-B	<b>19</b>
<b>10.</b>	Bid Securing Declaration Form	<b>20</b>
<b>11.</b>	Format of Performance Bank Guarantee	<b>21</b>
<b>12.</b>	Declaration Regarding Blacklisting/ Debarring for Taking Part in Tender	<b>22</b>
<b>13.</b>	Technical Specifications Compliance Sheet	<b>23</b>
<b>14.</b>	Check list for terms and conditions	<b>24</b>
<b>15.</b>	Integrity Pact	<b>25-26</b>

**CENTRAL UNIVERSITY OF RAJASTHAN**  
(Established under the Central Universities Act 2009)  
Bandarsindri – 305817, Distt.: Ajmer, Rajasthan.  
Website: [www.curaj.ac.in](http://www.curaj.ac.in)

**1. Schedule of Tender:**

**Tender document for Preparing and Publishing Self Learning Materials for UG/PG courses in the School of Distance Education at Central University of Rajasthan.**

Sealed tenders are invited from the reputed Book Publishers/content developer organizations etc. for **Preparing and Publishing Self Learning Materials for UG/PG courses in the School of Distance Education at Central University of Rajasthan** with “Part A” as Technical Bids and “Part B” as Financial Bids. The details are as follows:

S. No	Name of the Items/Work	Quantity	Amount of E.M.D (Rs.)	Tender Fee
1.	Preparing and Publishing Self Learning Materials for UG/PG courses in the School of Distance Education at Central University of Rajasthan	-----	2,00,000/-	Rs. 1000/- (i) if, tender documents obtained from University (ii) Tender fee Nil, if tender documents downloaded from University website/CPP Portal.

**Tender Document upload (publish) date/time :** 24-02-2024  
**Pre-Bid Meeting :** 07-03-2024 at 11:30 AM  
**Last Date of Submission of Tender :** 15-03-2024 at 02:00 PM  
**Date of opening of Tender (Technical Bid) :** 15-03-2024 up to 03:00 PM

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

**Mode of EMD and Tender fee:** Bidders should send separate Account Payee Demand Draft/Fixed deposit receipt/Banker's Cheque for Tender Fee (if applicable). For EMD, Account Payee Demand Draft/Fixed deposit receipt/Banker's Cheque/ Bank Guarantee from any of the Commercial Banks/payment online in an acceptable form in favor of “Registrar, Central University of Rajasthan” payable at Kishangarh/ Bandarsindri distt. Ajmer.

**University Bank Account details**

Account Name: Central University of Rajasthan  
Name of Bank: Bank of India  
Account Number: 666110210000003  
IFSC: BKID0006667

**NOTE:**

1. Tender number, its submission date and Name of the items/work should be mentioned on the top the Envelope of bid,
2. If the tender is not opened on the above notified date, (due to any unforeseen circumstances), then the next working day will be considered as tender opening date.
3. The bidders who fail to submit the required tender fee, (if applicable) and EMD, their bids will not be considered for opening.
4. Bidder or their authorized representatives may attend the opening of the tender.

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**1. TENDER NOTICE**

राजस्थान केन्द्रीय विश्वविद्यालय में दूरस्थ शिक्षा विद्यालय में यूजी शिक्षण सामग्री को तैयार-पीजी पाठ्यक्रमों के लिए स्व/करने एवं प्रकाशित करने के लिये निविदा सूचना ।

 <p style="text-align: center;">राजस्थान केन्द्रीय विश्वविद्यालय राष्ट्रीय राजमार्ग 8, किशनगढ़ जिला अजमेर 305817 दू भाष: 01463- 238755 वेबसाइट <a href="http://www.curaj.ac.in">www.curaj.ac.in</a></p>	
<b>सी0यू0आर0ए0जे0/क्र0य/टेण्डर/2024/4152</b>	<b>दिनांक: 24.02.2024</b>
<b><u>निविदा सूचना</u></b>	
<p>विश्वविद्यालय के दूरस्थ शिक्षा विद्यालय में यूजी पीजी पाठ्यक्रमों के लिए स्व-शिक्षण सामग्री को तैयार करने एवं प्रकाशित करने के लिये पुस्तक प्रकाशकों / सामग्री डेवलपर संगठनों से मुहर बंद निविदायें आमंत्रित की जाती हैं। इच्छुक निविदाकर्ता मुहर बंद लिफाफे में पूर्ण रूप से भरी हुई निविदा (तकनीकी और वित्तीय) अधोहस्ताक्षरकर्ता के कार्यालय में दिनांक 15-03-2024 को 02:00 बजे तक भेज सकते हैं। प्राप्त निविदायें उसी दिन 03:00 बजे उपस्थिति निविदाकर्ताओं के समक्ष (यदि उपस्थिति हो) खोली जायेंगी, निविदा सूचना एवं विस्तृत जानकारी विश्वविद्यालय वेबसाइट <a href="http://www.curaj.ac.in">www.curaj.ac.in</a> एवं CPP Portal <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> पर उपलब्ध है।</p>	
<b>कुलसचिव</b>	

**Tender Notice for Preparing and Publishing Self Learning Materials for UG/PG courses in the School of Distance Education at Central University of Rajasthan**

 <p style="text-align: center;"><b>Central University of Rajasthan</b> <b>NH-8 Bandarsindri, Kishangarh, Distt-Ajmer-305817</b> <b>Tel: 01463 – 238755 Website <a href="http://www.curaj.ac.in">www.curaj.ac.in</a>.</b></p>	
<b>CURAJ/Purchase/Tender/2024/4152</b>	<b>Dt. 24-02-2024</b>
<b><u>TENDER NOTICE</u></b>	
<p>Sealed quotations are invited from the Book Publishers/content developer organizations for the <b>Preparing and Publishing Self Learning Materials for UG/PG courses in the School of Distance Education</b> at Central University of Rajasthan. Quotations completed in all respects along with technical and price bids should reach the office of the undersigned on or <b>before 15-03-2024 up to 02:00 PM</b>. Technical Bids will be opened on <b>same day at 03:00 PM</b> in the presence of available bidders, if any. For further details, please visit our website <a href="http://www.curaj.ac.in">www.curaj.ac.in</a> and CPP Portal i.e. <a href="https://eprocure.gov.in">https://eprocure.gov.in</a></p>	
<b>Registrar</b>	

## 2. Important Notes to the Bidder:

1. Central University of Rajasthan, Bandarsindri, invites tenders under “2 Bid system” for **Preparing and Publishing Self Learning Materials for UG/PG courses in the School of Distance Education at Central University of Rajasthan** as per the specifications given in the “Annexure A”.
2. Tender document can be downloaded from the University website at URL Link: <http://www.curaj.ac.in/tenders>. or Central Public Procurement Portal (CPPP) at [www.eprocure.gov.in](http://www.eprocure.gov.in).
3. The bidders are requested to read the tender document carefully and ensure all the compliance with instructions there in. Non-compliance of the instructions contained in this document, may disqualify the bidders from the tender process.

All offers should be written in the English and price should be written in both, figures and words. The offer should be typed or written in pen ink or ball pen. Offer in pencil will be ignored. The tenderer shall certify that the rates being quoted are not higher than those quoted for any Govt. Deptt. or Institution or GEM or any organization and that if during the years at any time, the tenderer has quoted rates lower than those quoted against this tender, the University would be given the benefit of Lower rates by the tenderer. The relevant documents should be enclosed with technical bid.

The prescribed tender documents should be submitted in one sealed envelope duly super scribed with **Preparing and Publishing Self Learning Materials for UG/PG courses in the School of Distance Education at Central University of Rajasthan** address at Bandarsindri, Ajmer (Rajasthan). This sealed envelope should contain three sealed envelopes marked A, B, & C, prescribed as under:

- a) Envelope A containing appropriate Earnest Money Deposit (EMD) in the form of Demand Draft in favor of CENTRAL UNIVERSITY OF RAJASTHAN payable at Bandarsindri, Kishangarh/Madanganj. Tender shall be rejected if the Earnest money in the form of D.D.'s is not found in proper order.
  - b) Envelop B containing the Technical Bid along with the supporting documents. (See Terms & Conditions for more details)
  - c) Envelop C containing the Financial Bid.  
The tender document should be sent to:  
**The Registrar  
Central University of Rajasthan  
N.H.-8 Road, Jaipur-Ajmer Highway,  
Bandarsindri, Kishangarh, Distt. Ajmer,  
Rajasthan- 305817**
4. The complete tender document is to be sealed and signed by authorized official of bidder & is to be placed in the separate envelope along with the necessary required documents **in the sealed envelopes A, B & C.**
  5. Bidders are required to enclose photocopy of cheque & NEFT Bank Details with tender /quotation to enable us to making payment through on line transfer, for refund of EMD.
  6. All bids must be delivered to the above office up to the date and time indicated above. Bids will be opened in the presence of Bidders' authorized representatives who choose to attend to present on the specified date and time. In the event of the specified date for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be next working day or as announced by the University in the appropriate manner.
  7. Any clarification regarding tender specification before submission of tender document can be discussed with the Officer Incharge (Purchase) 01463-238757 or through email id is [oic.purchase@curaj.ac.in](mailto:oic.purchase@curaj.ac.in).
  8. Please Note that the tender document is subjected to verification with the original document, and if any discrepancy is found, the tender would be rejected. Tenders (Technical Bid) will be opened first in the presence of the attending vendors.

**Registrar  
CENTRAL UNIVERSITY OF RAJASTHAN  
Bandarsindri, Rajasthan**

### 3. TERMS AND CONDITIONS OF THE TENDER

1. All offers should be written in the English and price should be written in both, figures and words. The tenderer shall certify that the rates being quoted are not higher than those quoted for any Govt. Deptt. or Institution or any organization during last one year. If during the last one year at any time the tenderer has quoted rates lower than those quoted against this tender, the University would be given the benefit of Lower rates by the tenderer. The relevant documents should be enclosed with technical bid.
2. The duly constituted committee appointed by the competent authority of Central University of Rajasthan, Bandarsindri, reserves the right to select some items (in single or multiple units) and reject the others or all items mentioned in the Schedule. The same committee will also reserve the right to revise or alter the specifications before acceptance of any tender with prior notice on the University website and Central Public Procurement Portal (CPPP).
3. Incomplete bid, amendments and additions to bid after opening are liable to be ignored and rejected.
4. The Bid shall be treated as a 2 Bid System. The Technical Bid will be considered for evaluation of those bidders who's Tender Fee, (if applicable) and Earnest Money Deposit (EMD) is found in order. Financial Bid shall be opened for those bidders who have qualified in Technical Evaluation.
5. **Changes/Amendment:** At any time prior to the deadline for submission of tender, the University may amend the tender documents issuing addendum/corrigendum. The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes, if deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days receipt from the Vendor. Notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the University unless sufficiently justified by vendor and accepted by the university in a form of amendment/ modified Order issued and signed by the University.
6. **Bid Validity-** Bids should be valid for a period of 180 days from the date of opening of Technical bid.
7. **Withdrawal of bids:** No bidder will be allowed to withdraw its bid in the interval between the deadline of submission of bids and expiration of period of bid validity. Withdrawal of bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.
8. **Bid Security:** Bid Security should remain valid for a period of 45 (Forty Five) days beyond the final bid validity period. The Bid Security can be submitted in the form of an account payee demand draft, fixed deposit receipt, or banker's cheque. The MSEs are provided tender documents free of cost and are exempted from payment of earnest money, subject to furnishing of relevant valid certificate for claiming exemption. A bidder's Bid Security will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required Performance Security within the specified period. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid Security should be refunded to the successful bidder on receipt of a performance security.
9. **Restrictions for bidders from countries sharing land border in India**
  - i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
  - ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint Venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
  - iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means. -
    - a. An entity incorporated, established or registered in such a country; or
    - b. A subsidiary of an entity incorporated, established or registered in such a country; or
    - c. An entity substantially controlled through entities incorporated, established or registered in such a country: or
    - d. An entity whose *beneficial/ owner* is situated in such a country; or
    - e. An Indian (or other) agent of such an entity; or
    - f. A natural person who is a citizen of such a country; or
    - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
  - iv. The *beneficial owner* for the purpose of (iii) above will be asunder:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
  - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

#### **Model Certificate for Tenders**

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*

- 10. Performance Security:** On receipt of notification of award from the University, the successful Bidder within 14 days shall furnish the performance security at 5% of the cost of the material ordered in the form of DD/FDR in favor of The Central University of Rajasthan or in the form of Bank Guarantee issued/confirmed from any of commercial bank in India in an acceptable form. Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier, including warranty obligations. The Performance Security will be forfeited and credited to the University account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. Failure of the successful bidder to submit the performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the University may make the award to the next lowest evaluated bidder on same rate or call for new bids.
- 11. Prices and Taxes:** Prices quoted should be firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to, in writing by both parties. The vendor agrees that any price reduction made with respect to Material covered by this order subsequent to placement will be applied to the order.

#### **12. Terms of Payment:**

- a. Terms of payments:** 100% of the total payment shall be released on submission of proof of delivery of complete Preparing and Publishing Self Learning Materials for UG/PG courses in the School of Distance Education /stores (stores/consignee receipt), and after ensuring that already furnished Performance Security is valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder / supplier including comprehensive maintenance warranty obligations.
- b. Documents for Payments:**
  - i. Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
  - ii. Packing list;
  - iii. Insurance certificate, if applicable;
  - iv. Railway receipt/consignment note;
  - v. Manufacturer's guarantee/warranty certificate;
  - vi. Inspection and installation certificate duly signed by the service engineer and university official; and
  - vii. Any other document(s) as and if required in terms of the contract.
  - viii. Copy of cancelled check/NEFT detail for making online payment.

- 13. E-Payments:** Bidders are required to enclose photocopy of cheque & NEFT Bank Details with tender /quotation to enable purchaser to making payment through on line transfer.
- 14. Deduction of Income Tax, Service Tax and so on, at source from payment to suppliers:** This will be done as per existing law in force during the currency of the contract.
- 15. Delivery Period:-**In case of indigenous purchase, supply should be made within 30 days or as per mutual consent of CURaj & supplier. If any material is not delivered by the date specified therein, the University reserves the right, without liability, to cancel the order for undelivered material not yet shipped or retendered, and to purchase the same from another vendor and to charge the defaulting Vendor for any loss incurred in this transaction.
- If the vendor is unable to complete the supply/installation at the time specified for delivery, by reason of strikes, labour disputes, riot, war, fire or other causes beyond the Vendor's reasonable control, the university at its option, may elect to take delivery of material and to pay such proportion of the contract price as deemed reasonable by the university.
- 16. Rescheduling:** The University may without liability at least seven days prior to the scheduled delivery date appearing on the order, defer delivery on any or every item under said order by giving oral notice to the Vendor (confirmed in writing within seven working days) of any necessary rescheduling.
- 17. Inspection and Acceptance:** Material procured from vendor shall be inspected and tested by the University or its designee at vendors cost. If deemed necessary by the University, the Vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Material covered by this agreement shall be made available to the University during the performance of the order.
- a.** If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the Vendor:
- i. rescind the purchase/supply order as to such non-conforming Material;
  - ii. accept such material at an equitable reduction in price;
  - iii. reject such non-conforming material and require the delivery of suitable replacements
- b.** If the vendor fails to deliver suitable replacements promptly, the university, with notice of seven business days, may replace or correct such material and charge the vendor the additional cost occasioned thereby, or terminate this order for default.
- c.** No inspection (including source inspection) test, approval (including design approval) or acceptance of material shall relieve the Vendor from responsibility for defects or other failures to meet the requirements of this order. Rights granted to the University in this article entitled INSPECTION is in addition to any other rights or remedies provided elsewhere in this order or in Law.
- 18. Invoicing / Payments / Set-Offs:** After completion of supply against the purchase order, the Vendor shall send duplicate invoices including item number to the University's concern Department.
- Payment of invoice shall not constitute acceptance of Material ordered and shall be subject to appropriate adjustment, if the Vendor failed to meet the requirements of this agreement. The University shall have right at any time to set-off any amounts due to the Vendor, (or any of its associated or affiliated companies) against any amounts owed by the university with respect to this agreement.
- 19. Selection of the Bidder:** For the purpose of selection of the bidder, a two-stage bidding process will be followed. The response to the tender should be submitted in two parts viz. Technical Bid & Commercial Bid.
- a. Technical Bid:** Technical bid should contain information regarding the company/firm registration details, Authorization letter, Clientele list (List of Users), Performance certificate from clients, self-declaration for not black listed, business turnover, experience and other details of the firm to judge the suitability of the bidder. Bidder must ensure the following conditions while going for the bidding:
- I. SPECIFICATIONS: Specifications are basic essence of the product/contract. It must be ensured that the offers must be strictly as per our specifications mentioned at **Annexure-A** at technical specification section. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected /supported by the printed technical leaflet/literature. Therefore the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation.
  - II. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.
  - III. OEM should be internationally/Nationally reputed Branded Company.
  - IV. Copy of mandatory test reports, national testing/reliability and endurance test reports etc., certified or conducted at the manufacturing site, granted by the bureaus/quality control departments/national testing laboratories.
  - V. A write up on service and maintenance capability, mitigation of risks or breakdown and replacement capability, with the escalation support matrix suggested for the University. Vendors must indicate their sales and support service center in India and their plan to address issues about services, maintaining minimum service inventory etc.

- VI. Signed & Stamped compliance sheet of the technical specification of the offered Preparing and Publishing Self Learning Materials for UG/PG courses in the School of Distance Education with technical printed literature must be enclosed with the technical bid in the prescribed format.
  - VII. Clientele list (List of the institutes/organizations, where the similar order has been executed during the last three years) and work done list. Supporting documents (couple of orders without any alteration/modification, copies of installation report and performance certificate) must be enclosed. Past Performance of the Vendors will be judged at the time of Technical Evaluation.
  - VIII. Average Annual turnover of the bidder, for the last three successive years should be **four times** of the approximate cost of the Preparing and Publishing Self Learning Materials for UG/PG courses in the School of Distance Education duly certified by the Chartered Accountants.
  - IX. Self-attested photocopy of annual turnover, IT clearance Certificate, Audited Balance Sheet, etc. for last three years.
  - X. The bidder/OEM self-declaration stating that he/she is not banned/debarred or black listed by any Central/State Govt. of India/PSU/Organizations/Institutes in India or abroad in prescribed format.
  - XI. DD for Tender Fee & EMD amount as applicable.
  - XII. University reserves the right to carry out a technical inspection and performance evaluation (benchmarking) of the offers, made by shortlisted vendors. The shortlisted vendors may be asked to come and give out presentation / demonstration.
    - b. **Short listing of Bidder:** University will shortlist bidders, who found technically qualifying and the financial bid of only those bidders will be opened. University reserves the right to decide whether the items being quoted are as per the requirement of the University and are of standard/leading brands in the market. University reserves the right to decide which offer best suits the requirement of the university. Further, after opening financial bids of the short listed bidders, if there is a discrepancy between word and figure, the amount indicated in words will prevail.
    - c. **Price Bid/ Financial Bid:** Financial bid should contain price of the material required to be supplied as per Price Schedule **Annexure-B** as supplied by the University along with tender form, duly filled and signed by the authorized person.
- 20. Rejection of Bids:**
- a. If bidders give wrong information in their bid, University reserves the right to reject such bids at any stage and forfeit the Earnest Money Deposit / Performance Bank Guarantee and cancel the order, if awarded.
  - b. If the technical offer contains any price information the offer will be summarily rejected.
  - c. Canvassing in any form in connection with the tender is strictly prohibited and the bids submitted by the bidder who resort to canvassing are liable for rejection.
  - d. Unsigned tenders/bids, unattested corrections and over writing by bidders are also liable for rejection.
  - e. Bids submitted without supporting documents as mentioned or required to submit with bids are liable to be rejected.
  - f. The Tenderers must confirm in their bid acceptance in full of the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render /liable the Quotation for rejection.
- 21. Liquidated damages for delayed supply:** If vendor fails to deliver any of or all products or does not perform the services within the period specified in the contract, the University reserves the right to, without prejudice to its other remedies under the contract, deduct from the bill, a sum equivalent to 1% of the price of undelivered stores at the agreed price for each week to maximum limit of 10% of the value of stores so undelivered. Once maximum is reached, the second party (if curaj) may consider termination of contract.
- 22. Assignment / Subcontracting /sublet:** The Vendor shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted /sublet any obligations or work hereunder without the prior written consent of the University.
- 23. Cancellations of tender:** The University reserves Right to Accept any Bid and to Reject any Or all Bids: The Purchaser also reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
- The University may cancel agreement entered with vendor in whole or in part, for no cause, upon written, FAX, or telex notice to the Vendor, effective when sent, provided such notice is sent ten (10) days prior to the delivery date, specified on the face of this order, in the event that the vendor:
- a. fails to comply with any term or condition of this order including, but not limited to, delivery terms; or
  - b. appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or
  - c. files a voluntary petition in bankruptcy; or

- d. has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or
- e. voluntarily ceases trading; or
- f. merges with or is acquired by a third party; or
- g. Assigns any of its rights or obligations under the Order to a third party without the university's prior written consent.

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

- 24. Patent Indemnity:** The Vendor shall have to indemnify, hold harmless and defend the University, its employees, and students with respect to all claims, suits, actions and proceedings of actual or alleged infringements of any Letter, Patent, Registered or Industrial Design, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Material delivered hereunder and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the University's) associated herewith. The university reserves the right to be represented in any such action by its own counsel at its own expense.
- 25. Compliance with Laws:** After acceptance of tender, successful bidder shall have to comply with the requirements of all the existing laws. The Vendor shall also have to comply with the Fair Labour Standards Act and the Occupational Safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the Vendor's performance hereunder. The Vendor will have to indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University, by reason of the Vendor's failure to comply with any laws, ordinance, regulations and codes.
- 26. Law of the Contract:** The agreement entered with vendor shall be governed by and interpreted in accordance with the laws in existence and the Jurisdiction of Rajasthan.
- 27. Delivery and Opening of Tender:** All tender documents should be sent through courier, speed post, registered post or by person. Telegraphic / fax offer will not be considered and ignored straightway. All tender documents received after the specified date and time shall not be considered.  
The completed tender should be delivered at the Inward Section of the Administrative building of the Central University of Rajasthan, Bandarsindri, Ajmer, Rajasthan-305817.

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

**Seal & Signature of Vendor**

**4. TECHNICAL SPECIFICATIONS SECTION**

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

I / We the undersigned is / are ready to **Preparing and Publishing Self Learning Materials for UG/PG courses in the School of Distance Education** that are being tendered for as mentioned below with accepting the terms and conditions which are enclosed with this order form and quote for the same.

The technical specifications for the work are being placed under this tender have been detailed in the “**Annexure A**”. This will also include all the components of the **Preparing and Publishing Self Learning Materials for UG/PG courses in the School of Distance Education** that are being tendered for.

<b>S. No.</b>	<b>Name of the Work</b>
1.	<b>Preparing and Publishing Self Learning Materials for UG/PG courses in the School of Distance Education at Central University of Rajasthan</b>

# TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS FOR PREPARATION AND PUBLICATION OF SELF LEARNING MATERIALS (SLM) FOR A PERIOD OF FIVE YEARS FROM 2024-2029.

## Pre-Qualification Requirement of bidders:

1. The bidder should be a book publisher / content developer organizations with not less than fifteen years of operation in book publishing/content development.
2. The annual turnover of the bidder should not be less than Rs.100 crore for the year ended 31.03.2023. The bidder company should be of one single company with the above turnover.
3. The bidder should have experience of at least 15 years in SLM development.
4. The bidder company should have successfully completed two SLM projects in each of the last 3 years with at least 05 distances learning State/Central Universities in India.
5. The bidder company should have published in Hindi/English medium at least 500 titles in Management, IT and conventional course (UG-PG courses) in Self Learning Material (SLM) format as per the guidelines of the Distance Education Bureau (DEB).
6. The bidder should have published at least 200 SLM in English/Regional language, and published at least 200 SLM in Hindi Language for any distance learning Government University/ institutions. The list of titles and samples should be enclosed with the tender.
7. The bidders should be an Income Taxpayer with PAN issued by Income tax department.
8. **Interested and qualified bidders are requested to submit Technical bid giving details of adherence to prequalification's criteria listed above with documents in support of their claim.**

## A. TERMS AND CONDITIONS:

1. Requirement of customized Self Learning Material: Tenders are invited from book publishing firms for the publishing and delivery of Self Learning Material for various titles for twenty UG/PG degree programmes as per the approved syllabi. The material shall be prepared in Self Learning Material (SLM) format as per the UGC-DEB ODL and ONLINE Regulations 2020.
  - a. The Study Material shall be prepared and supplied in printed books:
    - i. Printed Books (Hard Copy paperback)
    - ii. Softcopy in CD in pdf format.
  - b. The entire syllabi shall be covered within 16 to 20 lessons and the approximate number of pages for each book shall be between 250 and 350 pages.
  - c. The Font size is 12 pts Garamond for running text matter
  - d. Font Size for sub-headings is 12 Points Bold.
  - e. Font Size for sub-subheadings is 11.5 points Bold.
  - f. Font size for Headings is 14 points Bold.
  - g. Print Area: Height 9 inches (or) 23Cms including header. Width: 6.5 inches (or) 17Cms.
  - h. Lead: Auto Lead/1.15 line spacing
  - i. The Material must be prepared strictly as per the syllabi of Central University of Rajasthan.
  - j. Page make-up in Double column with adequate gutter space.
2. **Specification of Content Features:**
  - a. As per Self Learning Material (SLM) Format
  - b. Student Friendly Approach
  - c. Graphical Presentation of Content including Diagrams, Illustrations for easy understanding.
  - d. Syllabus Mapping with Contents of Book.
  - e. Detailed Table of Contents
  - f. Each Unit Contains:
    - i. Objectives
    - ii. Structure
    - iii. Introduction
    - iv. Elaboration of points given in structure
    - v. Check Your Progress Questions
    - vi. Answers to Check your Progress Questions
    - vii. Summary
    - viii. Key Words

- ix. Self-Assessment Questions and Exercises. Short Answer Questions and Long Answer Questions
- g. At least 300 multiple choice question with answer keys/question banks for each title must be added in Assignment Booklets
- h. Further Readings.

### 3. Specifications of Content Quality:

- a. Updated Material must be prepared by well-known Authors who are experts in their fields.
- b. Thorough Proof Reading and Language Editing
- c. The names of the Authors and their affiliation shall be printed on the Study Material.
- d. Expert Review of Material is mandatory by a panel of experts approved by the Registrar of University before printing.
- e. Stringent checks against Plagiarism/Copyright Violation and the bidder shall take complete responsibility for the above and must give guarantee for it.
- f. The prescribed syllabi and previous examination question papers as supplied by the University must be included in the book.

### 4. Production Quality:

- a. Size of the book and material: .One fourth Demy size book (Double Demy 11" x 8") with the following specifications:
  - i. The paper required for the book: Maplitho, 60 GSM
  - ii. Text Printing: Single colour.
  - iii. Cover Paper: The cover should be a multi-colour print on a 250 GSM Art Card laminated on outer side. The design of cover title and back title shall be as per the specifications of the University.
  - iv. Binding procedure: Machine Perfect Binding technique is required instead of section binding.

### 5. Other Services required:

- a. Books must be delivered to the SDE.
- b. Based on feedback received from University Students and Faculty the material must be updated every year and previous examination question papers must be added at the time of revision.
- c. CD containing Self Learning Material in pdf file format for each semester/year/degree/programme must also be provided at free of cost.

6. **Execution of Work:** The publishing and supply of all the books by the successful bidder shall be completed **within 30** days from the date of issue of orders by the Registrar.

7. The University reserves the right to call the bidders for negotiations based on the rates quoted in tenders, if deemed necessary.

8. Keeping all the specifications and terms and conditions in view, the bidder is requested to quote single per page rate for the preparation and supply of Self Learning Material. Since the number of pages in different books may vary, competitive rates are to be quoted in paisa per page (i.e. page as a unit) **as an all-inclusive rate**. The rates quoted for each page for English, Hindi or Regional language titles shall include DTP Charges, Editing and Proof reading charges, the royalty or other remunerations payable to the lesson writers/copyright holders, the cost of paper and other materials, cost of multi-colour cover and back page, designing, lamination of cover page on outer side, cost of binding, printing cost and delivery charges to the University and all types of taxes payable. For the purpose of deciding the number of pages of a book, the multi-colour title page will be considered as four pages. The single price in paisa per page shall be quoted which applicable for all titles.

9. The rates quoted shall be **inclusive of all taxes** and transportation to the University and would be valid for five years from **2024-2029**.

10. The University reserves the right to place orders of book/title according to the requirement of SDE which may be part/complete list.

11. The University, if necessary may place additional orders on the same terms and conditions and at the same rate for each title of these courses and other additional courses.
12. The bills will be settled within one month from the date of delivery of books to the University. The bills shall be prepared in duplicate in favour of the Registrar shall be inclusive of all taxes and submitted along with a stamped receipt.
13. The specimen paper for text and cover duly signed and stamped by the bidder must be enclosed with the tender form besides, audited statements of turnover, receipts for commercial tax paid and income tax returns for the last three years as well as a list of major clients during the last three years must also be enclosed to the tender.
14. The books shall be printed exactly as per the specifications. The Registrar is entitled to arrange for inspection during the printing work and if the work is not in accordance with the agreed specifications and quality, the printing order can be cancelled without further notice and printed books, if any, may be accepted or rejected and no payment will be made.
15. In case of any doubt expressed by the SDE on the quality of the paper, the University may get the GSM tested by the recognized gram age testing agency. However, if the gram age is found satisfactory (i.e. according to the agreement), the SDE will bear the expenditure of testing charges otherwise the firm will bear the expenditure actually charged by the testing agency. If the gram age is found lower in quality, the University may reject the whole material and take any other action as deemed fit by the University.
16. In case of non-availability of the paper quoted in the tender, the bidder shall use comparable quality (in terms of GSM) paper of any paper mill by obtaining prior written approval of the Registrar.
17. If the supplies are not made within the stipulated period and the time is not extended, the supplier will be liable to pay compensation equal to one percentage or such percentage of the total amount of contract as the Registrar may decide for every day that the quantity remains incomplete, provided that the entire amount of compensation shall not exceed 10 per cent of the total amount of contract.
18. In case of any defect/errors in the printing of the books, upto 25% of the amount for that title will be deducted from the amount payable to the bidder as penalty.
19. The tenderer shall submit tender on their letter head, in a sealed cover along with a Demand Draft/BOI Bank challan for Tender Cost and EMD to the Registrar, Central University of Rajasthan, by putting the sealed tender in the tender box kept in the office of Registrar, Central University of Rajasthan up to **02:00 PM on 15-03-2024**. The D.Ds will be returned to the unsuccessful bidders within a month after opening the sealed tenders. Bank guarantee will not be accepted towards E.M.D. The University will not accept any responsibility for postal delay in obtaining tender schedules from the University.  
**Technical bid will be opened at 03:00 PM on the same day** in the presence of the tenderers or their authorized representatives if present at that time.
20. In case of successful bidder, the EMD amount will be returned only after the execution of the work to the satisfaction of the Registrar as per the agreed terms and conditions and after the expiry of the agreement. EMD amount will be forfeited in case of violation of the terms and conditions leading to cancellation of order besides any other action as deem fit by the University.
21. The tenderer shall furnish the following information in the **technical bid** along with tender schedule, failing which the tender is liable to be rejected.
  - a. Name and full address of the firm.
  - b. Income tax clearance certificate/PAN No.
  - c. GST number, GST registration certificate and GST clearance certificate.
  - d. List of books for which material is available with the bidder at present out of the books for which tenders are invited.

- e. List of books for which material can be developed by the bidder within the maximum time specified by the University.
  - f. List of books for which material is not available with the bidder and cannot be developed within the maximum time specified by the University.
  - g. All the bidders are required to submit sample copies of each title available in SLM/ book format, as per titles for approval of its quality and content and to ensure timely delivery.
22. The University reserves the right either to accept or reject the tenders without assigning any reason. The decision taken by the University in this regard shall be final.
23. Qualifications and Eligibility for submission of tenders:
- h. The bidder or his authors must possess the copyright for the Study Material for which tenders are invited.
  - i. The bidder has to submit audited balance sheet, and Income Tax returns for the last three years.
  - j. The bidder shall enclose a list of major clients during the past three years.
24. The successful tenderer is required to enter into an agreement with the University with all terms and conditions on **Rs.500/-** Non Judicial stamp paper.
25. The successful bidder shall hold rights to make any alteration/correction/revision if instructed by the University in any whole/part of a title and for this purpose, the same quoted rate of charge per page shall apply.
26. The copy right of Self Learning Materials (SLM) published shall be vested with the Registrar of Central University of Rajasthan.
27. The bidder shall submit technical bid and financial bid as per tender schedule in separate sealed covers and both covers shall be enclosed in a single sealed cover along with signed copy of the Tender conditions.
28. For disputes if any the courts in Rajasthan shall have jurisdiction to try/settle the matter.

**(7) TENDER FORM**  
**(Techno Financial UN priced Bid)**

Tender No.....

To

The \_\_\_\_\_

\_\_\_\_\_

Dear Sir,

1. I/We hereby offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 180 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.
2. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
3. A crossed Bank Draft in favor of the Registrar, Central University of Rajasthan for Rs. 2,00,000/- (Two LACS only) as Earnest Money is enclosed. The Draft is drawn on .....Bank payable at Bandarsindri/Madanganj/Kishangarh.
4. The following have been added to form part of this tender.
  - a) Details of items quoted for, as per instructions provided in the schedule of requirement.
  - b) Schedule of requirements, duly signed and stamped (without indicating price)
  - c) Copy of PAN.
  - d) Copy of last audited balance sheet.
  - e) Copy of Valid GST registration certificate.
  - f) Statement of deviations from financial terms & conditions, if any.
  - g) Technical Specifications Compliance statement along with original Brochure / literature.
  - h) Any other enclosure. (Please give details)
5. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
6. Certified that the bidder is:
  - a) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

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

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

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

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

Yours faithfully,

(Signature of bidder)

Dated this day of \_\_\_\_\_

Address...

.....

.....

Telephone: \_\_\_\_\_

FAX \_\_\_\_\_

E-mail \_\_\_\_\_

Seal of Bidder Organization

**(8) Tender Form (Priced Bid) Part B**

To \_\_\_\_\_  
The \_\_\_\_\_  
\_\_\_\_\_

Ref: Tender No ..... , Dated

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

We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of price. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services. The prices quoted are inclusive of all charges net F.O.R University. We enclose herewith the complete Financial Bid as required by you. This includes:

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

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

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

Certified that the bidder is:

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

Or

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

Or

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

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

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

Dated this day of \_\_\_\_\_

Details of enclosures

**Signature of Bidder**

**Full Address:**

**Fax No.**

**E-mail:**

**Seal of Bidder Organization**

**(9) Price Schedule**

E.M.D. \_\_\_\_\_  
 D.D. Details \_\_\_\_\_  
 Bank Name \_\_\_\_\_  
 Date \_\_\_\_\_

Item No.	Item Name	Basic Price	Taxes and duties (if any) with rate & details	Delivery charges Other charges (if any)	Total Price F.O.R.at Central University of Rajasthan. All inclusive
1					
2					
3					
4					
5					

**Seal and Signature of the bidder**

**Bid Securing Declaration Form**

Date:

Tender No.

To

The Registrar

Central University of Rajasthan

Bandarsindri, Kishnagarh Ajmer

I/We. The undersigned, declare that: I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /we are in a breach of any obligation under the bid conditions,

- a) because I/We have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed in the capacity of:

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing) Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Signature and seal of the bidder

**(10) FORMAT OF PERFORMANCE BANK GUARANTEE**

This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, authorized by RBI to issue a Bank Guarantee. This bank guarantee should be furnished on stamp paper of Rs. 100/- The stamp paper should have been purchased in the Name of the Bank executing the Guarantee. In the case of foreign bidder the B.G may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Nationalized / Scheduled Bank in India authorized by Reserve Bank of India.

WHEREASM/s ....., having its registered office at ..... hereinafter called the Distributor in India for .....herein after called "The supplier" for the supply of ....., in consideration of the Central University of Rajasthan, Department of ....., School of .....Central University of Rajasthan, , Kishangarh (hereinafter called "CURAJ") P.O. No. CURAJ / ..... Dated. Placed an order for the due fulfillment by the said supplier of the terms and conditions in the purchase order, on production of a Bank Guarantee for Rs..... (Rupees..... Only). We ..... Bank, ..... (herein after referred to as "the Bank") at the request of supplier do hereby undertake to pay to the CURAJ an amount not exceeding to Rs..... (Rupees..... only).

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

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

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

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

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

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

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

Notwithstanding anything contained herein

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

2. Bank guarantee shall be valid up to .....

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

Dated:

Signature & Seal of the Bank

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

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

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

Or

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

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

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

Signature with Seal

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Attested:

(Public Notary / Executive Magistrate)

**(14) Technical specifications compliance Sheet**

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

**Preparing and Publishing Self Learning Materials for UG/PG courses in the School of Distance Education:  
Compliance Check list/ Table**

<b>S. No.</b>	<b>Technical specification</b>	<b>Features available in Preparing and Publishing Self Learning Materials for UG/PG courses in the School of Distance Education write (yes/No)</b>	<b>Any deviation from specification</b>	<b>Corresponding page no. and S. No./ Para no. of datasheet catalogue/ brochure in support of specification (As provided with technical Bid)</b>
	Technical Specification as per Tender document			
1				
2				
3				
4				
5				
6				
7				

**(15) Check list for Terms and Conditions:  
To be filled by the bidder and submitted along with the Technical Bid.**

S. No.	Technical Information	Page No.	Remarks
1.	Tender Fee, if applicable		
2.	EMD		
3.	Company/ Firm registration details		
4.	Authorization Certificate		
5.	Average Annual turnover of the bidder, for the last three successive years should be <b>four times</b> of the approximate cost of the material duly certified by the Chartered Accountants.		
6.	Experience		
7.	Income tax return (Last Three Years)		
8.	Audited balance sheet (Last Three Years)		
9.	Original Technical Catalogue of the quoted model and same should be available on the website		
10.	Compliance Statement with relation to the technical specification as mentioned in the bidding document duly supported by the original catalogue.		
11.	Self-declaration for not black listed		
12.	Clientele list (list of users) attach couple of orders without any alteration/modification		
13.	Acceptance of all terms / conditions as mentioned in the bidding document.		
14.	Certificate, to the effect that the bidder is not supplying the quoted item(s) to any other Govt. / Pvt. Organizations / Institutions at the rate lower than the rate quoted against this tender.		
15.	Integrity Pact		

## (16) INTEGRITY PACT

This INTEGRITY PACT is made and executed at.....on this day of.....20....

BY AND BETWEEN

THE PRESIDENT OF INDIA acting through Registrar (insert name & designation of the officer) of Central University of Rajasthan, Bandarsindri, Kishangarh-305817, Ajmer. (hereinafter referred to as "The Buyer" which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the First Part;

AND

M/s ..... A company incorporated under the Companies Act...through its representative/authorized signatory (insert name & designation of the officer) vide resolution dated ..... passed by the Board of Directors, having its office at ..... (hereinafter referred to as "The Bidder/Contractor which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the Second Part.

### PREAMBLE

The Buyer intends to award under laid down organizational procedures, contract/s for..... The Buyer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### Section 1- Commitments of the Buyer

(1.) The Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Buyer, personally or through family members, will in connection with tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Buyer will during the tender process treat all Bidder(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Buyer will exclude from the process all known prejudiced persons.

(2.) If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### Section 2 - Commitments of the Bidder(s)/Contractor(s)

(1.) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to the others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Buyer, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
- e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intend to make to agents, brokers or any other intermediaries in the connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2.) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

Signature & Seal of Registrar  
Central University of Rajasthan

Signature & Seal of Bidder  
Name  
Address

**End of Tender Document**