

## हरिश्चंद्र माथुर राजस्थान राज्य लोक प्रशासन संस्थान बीकानेर

इस कार्यालय में Catering (mess) सेवाएँ (हॉस्टल एवं अन्य स्थान जैसा भी सूचित किया जावे) उपलब्ध करवाये जाने बाबत दर संविदा आधार पर एक वर्ष के लिए खुली बोली आमंत्रित की जाती है:-

1.	कार्य की अनुमानित लागत	8.00 लाख रु.
2.	कार्य अवधि	1 वर्ष
3.	बोली प्रस्तुत करने वाले संवेदक/फर्म का नाम:	
4.	स्थायी पता:	
5.	पत्र व्यवहार का पता:	
6.	दूरभाष नं. :	
7.	मोबाईल नं. एवं ई मेल आई.डी.:	
8.	बोली जिसको प्रस्तुत करनी है :	अतिरिक्त निदेशक, हरिश्चंद्र माथुर राजस्थान राज्य लोक प्रशासन संस्थान क्षेत्रीय कार्यालय बीकानेर
9.	बोली शुल्क रूपये 200	बैंकर चैक/डीडी/नकद रसीद/चालान की प्रति सलंगन करें।
10.	बोली प्रतिभूति राशि (BID Security) कार्य की अनुमानित लागत का 2 प्रतिशत या आरटीपीपी नियम, 2013 के नियम 42 (यथा संशोधन) के प्रावधानों में वर्णित अनुसार	
11.	बोली दस्तावेज विक्रय/डाउनलोड करने की अवधि	19.07.2022 को दोपहर 02.00 बजे से
12.	बोली दस्तावेज प्रस्तुत करने की अन्तिम तिथि व समय	28.07.2022 को सांय 5.00 बजे तक
13.	बोली खोलने की तिथि व समय	29.07.2022 को अपराह्न 11.00 बजे
14.	आयकर (पैन कार्ड)	प्रति सलंगन करें।

अतिरिक्त निदेशक  
ह.च.मा.रीपा, बीकानेर



1. पूर्व अनुभव विवरण- (विभागाध्यक्ष/सक्षम अधिकारी द्वारा ..... संतोषप्रद कार्य करने का प्रमाण पत्र संलग्न करें। (केन्द्र/ राज्य सरकार के किस विभाग/स्वायत्तसाधो संस्था /निगम, बोर्ड बैंक इत्यादि में)

क्रमांक	कार्यालय का नाम	अवधि से अवधि तक	वर्क ऑर्डर राशि	कार्य का विवरण	कार्य छोड़ने का विवरण	विवरण

नोट: कार्यानुभव प्रमाण पत्रों की स्वप्रमाणित छाया प्रतियां संलग्न की जाए। निजी संस्थाओं में किये गये कार्यानुभव के प्रमाण पत्र मान्य नहीं होंगे।

2. Muncipal department/ Medical & Health Department द्वारा जारी valid food license की प्रतिलिपि संलग्न करें।
3. श्रम (विनियमन एवं उन्मूलन) अधिनियम 1970 के अंतर्गत प्राप्त लाइसेंस की प्रति एवं ई.पी.एफ.नंबर उपलब्ध कराना केवल उन्हीं ठेकेदारों के लिए आवश्यक होगा जिनके पास 20 या इससे अधिक श्रमिक हो। 20 से कम श्रमिक हो तो उसके लिए लिखित में 50 रूपये के नॉन ज्यूडिशियल स्टॉम्प पेपर पर शपथ-पत्र संलग्न करें।
4. फर्म/व्यक्ति का पेन नं. की सत्यापित फोटो कॉपी संलग्न की जावे।
5. जी.एस.टी. पंजीयन प्रमाण-पत्र की प्रति संलग्न करें।
6. पार्टनरशिप फर्म होने की स्थिति में पार्टनरशिप डीड एवं वैध पंजीयन प्रमाण-पत्र, प्रतिनिधित्व करने के लिए सभी पार्टनर की अधिकृति एवं हस्ताक्षर करने के लिए पॉवर ऑफ अटोर्नी संलग्न करें।
7. मैं/हम यह घोषित करता हूँ/करती हूँ/करते हैं कि किसी भी राजकीय संस्थान द्वारा हमें ब्लैकलिस्टेड नहीं किया गया है।
8. उपरोक्त बोली में दी गई समस्त जानकारी सही एवं सत्य है इसके सत्यापन हेतु एक 50रु. का नॉन ज्यूडिशियल स्टॉम्प पेपर पर शपथ-पत्र संलग्न करें।
9. मैंने/हमने बोली में अंकित समस्त शर्तें पढ़ ली हैं व समस्त शर्तें स्वीकार हैं प्रमाण स्वरूप मैंने/हमने बोली की शर्तों एवं सभी परिशिष्टों पर हस्ताक्षर किये हैं।
10. बोली दस्तावेजों की हस्ताक्षरित प्रति मय एनेक्चर ए.वी.सी. एण्ड डी जो प्रारूप संलग्न है को बिड प्रपत्र के साथ संलग्न करें।
11. बोली फार्म पूर्ण रूप से भरा हुआ एवं सुपाठ्य होना चाहिए तथा बोली फार्म के साथ (एनेक्चर ए.वी.सी. एण्ड डी. एवं वित्तीय प्रपत्र सहित) बोली शुल्क, बोली शर्तों में वर्णित संलग्नकों/वचन-पत्र एवं शपथ पत्र संलग्न होना चाहिए एवं बोली दस्तावेज के समस्त पत्र/प्रपत्रों पर बोलीदाता के हस्ताक्षर अंकित होने चाहिए। उक्त कार्यवाही के अभाव में बोली स्वीकार नहीं की जा सकेगी।
12. मैं/हम यह घोषित करता हूँ/करती हूँ/करते हैं कि मेरी/हमारी फर्म द्वारा श्रमिकों को न्यूनतम मजदूरी श्रम विभाग द्वारा निर्धारित न्यूनतम मजदूरी दर से कम नहीं दी जावेगी।
13. मैंने/हमने बोली में अंकित समस्त शर्तें पढ़ ली हैं व समस्त शर्तें स्वीकार हैं प्रमाण स्वरूप मैंने/हमने बोली की शर्तों एवं सभी पृष्ठों पर हस्ताक्षर कर दिए हैं।
14. न्याय क्षेत्र बीकानेर होगा।

(हस्ताक्षर बोलीदाता मय मोहर)

**संस्थान की मैस व्यवस्था हेतु बोली व संविदा की शर्तें**  
**सामान्य शर्तें**

- 1 राजस्थान लोक उपापन पारदर्शिता अधिनियम 2012 व नियम 2013 जिसे आगे अधिनियम व नियम कहा गया है तथा सामान्य वित्तीय एवं लेखा नियम एवं इस सम्बन्ध में वित्त विभाग राजस्थान द्वारा जारी अधिसूचना परिपत्र, गाईड लाईन्स आदेश, निर्देश आदि प्रभावी रहेंगे। बोलीदाता को अधिनियम एवं नियम की पूर्ण जानकारी कर लेनी चाहिए। बोली दस्तावेज तथा उपर्युक्त अधिनियम एवं नियम में किसी प्रकार की विसंगति होने पर उक्त अधिनियम एवं नियम के प्रावधान ही प्रभावी होंगे।
- 2 संपूर्ण बोली दस्तावेज कार्यालय समय में कार्यालय अतिरिक्त निदेशक हरिश्चंद्र माथुर राजस्थान राज्य लोक प्रशासन संस्थान, क्षेत्रीय कार्यालय बीकानेर बोली खुलने जाने की निर्धारित दिनांक से एक दिवस पूर्व तक 200/- रूपये का चालान ई-ग्रास के माध्यम से बजट मद 0075-00-800-0100 में जा करवाकर अथवा अतिरिक्त निदेशक हरिश्चन्द्र माथुर राजस्थान राज्य लोक प्रशासन संस्थान, बीकानेर के नाम से डीडी/बैंकर चैक/नकद राशि जमा करवाकर प्राप्त किया जा सकता है। चालान/बैंकर चैक/डीडी/रसीद दस्तावेज के साथ प्रस्तुत करनी होगी।
- 3 बोली प्राप्त करने की अंतिम दिनांक 28.07.2022 को सांय 5:00 बजे तक है। उक्त दिनांक एवं समय पश्चात प्राप्त बोलियों पर कोई विचार नहीं किया जाएगा।
- 4 बोली दस्तावेज में अंकित समस्त शर्तें एवं निर्बन्धन (terms and conditions) का पालन कर एवं बोली दस्तावेज संपूर्ण रूप से भरा जाकर सील बन्द लिफाफे (लिफाफे के उपर बोली Catering (mess) की सेवाएँ) में मय वांछित संलग्नकों सहित एवं बोलीदाता द्वारा समस्त पेज पर हस्ताक्षरित किया हुआ होना चाहिए। बोलीदाता बोली पत्र के प्रत्येक पृष्ठ पर हस्ताक्षर करेगा तथा अंत में बोली की समस्त शर्तों को स्वीकार करने के प्रमाण स्वरूप हस्ताक्षर करेगा तथा बोलीदाता द्वारा बोली प्रपत्र के प्रत्येक पृष्ठ पर हस्ताक्षर इस बात को दर्शायेंगे कि बोलीदाता ने सभी शर्तों को पढ़ लिया है एवं समझ लिया है। अतः बोलीदाताओं को चाहिए कि सभी शर्तों को पढ़कर समझ लें यदि किसी प्रकार के स्पष्टीकरण की आवश्यकता हो तो वह किसी भी कार्यालय दिवस में कार्यालय समय में संस्थान के सक्षम अधिकारी से मिलकर अपने संशय का निवारण कर सकते हैं।
- 5 इस बोली के संबंध में यदि कोई शर्द्धि पत्र जारी होता है तो वह इस बोली का एक भाग होगा जिसके लिए बोलीदाता को नियमित रूप से [www.hcmripabikaner.web.app](http://www.hcmripabikaner.web.app) एवं <http://sppp.rajasthan.gov.in> पोर्टल का अवलोकन करना होगा।
- 6 एक से अधिक बोलीदाता के एल-1 होने की स्थिति में सफल बोलीदाता का निश्चय/निर्णय फर्म के अनुभव के आधार पर किया जायेगा एवं अनुभव की स्थिति समान होने अथवा मूल्यांकन की स्थिति स्पष्ट नहीं होने की स्थिति में लॉटरी पद्धति द्वारा किया जायेगा।
- 7 आयकर अधिनियम के अनुसार संवेदक के बिलों से आयकर स्रोत पर ही काटकर आयकर विभाग में जमा कराया जायेगा।
- 8 यदि संवेदक स्वयं या उनके कर्मचारी कार्य के दौरान संस्थान की चल अचल संपत्ति का कोई भी नुकसान करता है तो उसकी वसूली संवेदक के बिल से की जावेगी। नुकसान का आंकलन विभाग स्तर पर कराया जायेगा जो कि संवेदक को मान्य होगा। संवेदक के किसी भी कर्मचारी द्वारा कार्य में व्यवधान डालने/अवांछित गतिविधियों में लिप्त पाये जाने पर अथवा अनपेक्षित आचरण करने पर यदि प्रशासन उसको हटाने का निर्देश देता है तो संवेदक को उस कर्मचारी को तुरन्त हटाना होगा।
- 9 बोली की विधि मान्यता बोली प्रस्तुत करने की अन्तिम दिनांक से 90 दिन की अवधि के लिए विधि मान्य होगी। अपवादिक परिस्थितियों में विधि मान्यता की कालवधि समाप्ति से पूर्व उपापन संस्था अवधि बढ़ाने के लिए अनुरोध कर सकेगी।
- 10 बोलीदाता अपनी संविदा को या उसके किसी सारवान भाग को किसी अन्य एजेन्सी के लिए नहीं सौंपेगा या भाडे (सबलेट) पर नहीं देगा।
- 11 बोलियों का अपवर्जन- अधिनियम की धारा 25 में उल्लेखित आधार पर बोली को अपवर्जित किया जा सकेगा।



- 12 बेली दस्तावेजों में अंकित कार्य की लागत अनुमानित है। अनुमानित लागत में नियमानुसार कमी अथवा वृद्धि हो सकती है।
- 13 फर्म के गठन में किसी भी परिवर्तन की सूचना अनुबंधकर्ता फर्म द्वारा संस्थान को लिखित में देनी होगी, किन्तु इन परिस्थितियों में भी संस्थान से हुए इस अनुबंध के संबंध में अनुपालना के दायित्व से मूल अनुबंधकर्ता को विमुक्त नहीं किया जा सकेगा।
- 14 बोलीदाता द्वारा अंकित कोई भी अतिरिक्त शर्त या बोली प्रपत्र में वर्णित शर्तों के विपरित शर्त संस्थान को मान्य नहीं होगी।
- 15 अनुबंध की अवधि एक वर्ष के लिए होगी एवं अनुबंध अवधि में कार्य संतोषजनक पाये जाने पर संवेदक एवं विभाग की आपसी सहमति से अनुबंध की अवधि में नियमानुसार वृद्धि की जा सकेगी।
- 16 **श्रम विभाग के नियम/कानून की पालना संवेदक को सुनिश्चित करनी होगी।** बोली कार्य हेतु श्रम विभाग/राज्य सरकार के प्रावधानों के तहत कोई लाईसेन्स अथवा अनुमति पत्र लेना आवश्यक हो तो वह संवेदक स्वयं के खर्चे पर प्राप्त कर प्रस्तुत करेगा। संवेदक को अपने कर्मचारियों के कार्यदिवस, कार्य के घण्टे, दिये गये पारिश्रमिक इत्यादि की श्रम विभाग द्वारा निर्धारित प्रपत्रों में सूचना व अन्य किसी भी अधिकारी के मांगें जाने पर प्रस्तुत करनी होगी। श्रम विभाग के निर्देशों की पालना एवं एक साप्ताहिक अवकाश मानदेय सहित देना होगा। श्रम विभाग द्वारा निर्धारित दर से (प्रत्येक श्रेणी के लिये निर्धारित दर एवं उस पर देय ई.पी.एफ., ई.एस.आई. सहित भुगतान अनिवार्य रूप से उनके बैंक खातों में करना होगा)। वर्तमान में स्वीकृत न्यूनतम मजदूरी की दर से श्रमिकों को भुगतान करना होगा। यदि संवेदक/बोलीदाता द्वारा नियमानुसार निर्धारित न्यूनतम मजदूरी का भुगतान नहीं किये जाने की शिकायत उपापन संस्था को प्राप्त होती है तो उपापन संस्था इस संबंध में श्रम विभाग को अनिवार्य रूप से सूचित करेगी और नियमानुसार आवश्यक होने की स्थिति में संवेदक को डि-वार (**Black listed**) कराने की कार्यवाही करेगी।
- 17 कार्य स्थल पर श्रमिकों/केटर्स के साथ किसी प्रकार की दुर्घटना होती है, तो समस्त जिम्मेदारी बोलीदाता/संवेदक की रहेगी। कार्य संपादन अवधि के दौरान कार्य के संबंध/संदर्भ में किसी भी प्रकार की क्षतिपूर्ति या मुआवजा देने/ई.एस.आई. कार्य संपादन करवाने अवधि/सामूहिक दुर्घटना बीमा कराने इत्यादि की जिम्मेदारी एवं दायित्व संवेदक का होगा, इसके लिए उपापन संस्था की कोई जिम्मेदारी नहीं होगी।
- 18 मूल्यांकन की कसौटी (**Criteria for evaluation**) –संस्थान की मैस में उपयोग हेतु आने वाले खाद्य आइटमों को **Mostly useable item** (अधिकतम उपयोगी खाद्य पदार्थ) तथा **Ocasionally useable items** (कम प्राथमिकता उपयोगी यूजेबल खाद्य पदार्थ आइटम्स) के दो वर्गों में वर्गीकृत किया गया है। यदि उक्त दोनों वर्गों में अलग-अलग बोलीदाताओं से अलग-अलग न्यूनतम दरें प्राप्त होती है तो ऐसी स्थिति में बोली का मूल्यांकन **Mostly useable item** (अधिकतम उपयोगी खाद्य पदार्थ) की न्यूनतम दरों के आधार पर किया जायेगा।
- 19 खाने/भोजन में किसी प्रकार की कमी या दूषित खाना उपलब्ध कराये जाने की स्थिति में यदि खाना खाने वाले के स्वास्थ्य पर किसी प्रकार का प्रतिकूल प्रभाव पड़ता है तो इससे सम्बन्धित सभी विधिक/चिकित्सालय व अन्य कोई होने पर तृतीय पक्षकार दायित्व संवेदक का होगा।
- 20 यदि बोलीदाता/संवेदक अपनी ओर से संविदा को निरस्त करता है तो ऐसी स्थिति में संस्थान को वैकल्पिक व्यवस्था करने में कोई अतिरिक्त धनराशि व्यय करनी पड़ेगी तो उसकी क्षतिपूर्ति का दायित्व अनुबंधकर्ता फर्म का होगा।
- 21 निम्नलिखित मामलों में बोली प्रतिभूति का समपहरण किया जा सकेगा:—
  - जब बोलीदाता बोली खुलने के बाद किन्तु बोली को स्वीकार करने से पूर्व अपने प्रस्ताव को वापस लेता है या उसमें रूपान्तरण करता है।
  - जब बोलीदाता विनिर्दिष्ट समय के भीतर करार निष्पादित नहीं करता है।
  - जब बोलीदाता बोली स्वीकृति की सूचना के पश्चात कार्य सम्पादन प्रतिभूति जमा नहीं करवाता है।
  - जब सफल बोलीदाता निर्धारित सप्लाय अवधि में **Catering (mess) Service** उपलब्धता प्रारम्भ नहीं करता है।
  - यदि बोली लगाने वाला अधिनियम और नियम के अध्याय-6 में विनिर्दिष्ट बोली लगाने वाले के लिए विहित सत्यनिष्ठा की संहिता के किसी उपबंध को भंग करता है।

- 22 करार एवं कार्य संपादन प्रतिभूति – बोली आमंत्रण के अंकित सेवा की आपूर्ति हेतु सफल बोलीदाता को बोली स्वीकृति/दर अनुमोदन आदेश जारी होने की दिनांक से अधिकतम 15 दिन में सेवा के प्रदाय आदेश की रकम की 2.5 प्रतिशत राशि के बराबर कार्य संपादन प्रतिभूति के रूप में डिमाण्ड ड्राफ्ट/बैंकर्स चैक एवं नियमों में वर्णित अन्य प्रारूप में अतिरिक्त निर्देशक ह.व.मा. राजस्थान राज्य लोक प्रशासन संस्थान, बीकानेर के नाम पर जमा करानी होगी जिसकी वैधता अवधि अनुबन्ध अवधि के 60 दिवस बाद तक की होनी चाहिए। कार्य सम्पादन प्रतिभूति को अनुबंध के संतोषजनक निष्पादन होने की स्थिति में अनुबंध की अवधि समाप्त होने के 60 दिवस पश्चात वापस लौटा दी जायेगी। इस राशि पर संस्थान द्वारा कोई ब्याज देय नहीं होगा। करार के पूर्ण किए जाने तथा स्टाम्पिंग किए जाने का व्यय बोलीदाता द्वारा वहन किया जाएगा और विभाग को करार का स्टाम्प शुद्ध प्रतिलेख निःशुल्क प्रस्तुत किया जाएगा।
- 23 अनुबंधकर्ता फर्म को दिया गया कॉन्ट्रैक्ट वह किसी अन्य एजेन्सी अथवा फर्म को नहीं सौंप सकेगा अर्थात् सबलेट नहीं कर सकेगा।
- 24 राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 एवं नियम 2013 के समस्त साम्यक प्रावधान लागू होंगे।

(हस्ताक्षर बोलीदाता मय मोहर)

### बोलीदाता द्वारा की जाने वाली घोषणा

बोली की समस्त जानकारी/शर्तों का मैंने/हमने अच्छी तरह अध्ययन कर लिया है, जिनसे सहमत हूँ/हैं। मैं/हम यह भी प्रमाणित करता/करते हूँ/हैं कि मैं/हम उक्त कार्य हेतु रजिस्टर्ड है, वास्तव में बोली में चाहा गया व्यवसाय किया जाता है तथा वांछित प्रशिक्षित कार्मिक उपलब्ध है तथा आरटीपीपी अधिनियम की धारा 46 एवं आरटीपीपी नियम 39 के अनुसार राज्य सरकार एवं उपापन संस्था से अपात्रता के लिए विवर्जित (Debarred) नहीं है।

यदि यह घोषणा असत्य पाई जावे तो किसी भी अन्य कार्यवाही जो कि जा सकती है, पर प्रतिकूल प्रभाव डाले बिना मेरी/हमारी बोली प्रतिभूति/कार्य निष्पादन प्रतिभूति को पूर्ण रूप से समपहत कर लिया जा सकेगा तथा बोली को जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

बोलीदाता के हस्ताक्षर मय सील

नाम: .....

पत्र व्यवहार का पता : .....

.....

मोबाईल नम्बर : .....



## विशेष शर्तें

- 1 संस्थान के अधिकृत अधिकारी को समय-समय पर खाद्य सामग्री की जांच करने का अधिकार होगा। जांच के दौरान किसी प्रकार की वर्जित सामग्री अथवा स्तरहीन खाद्य सामग्री पाये जाने पर मौके पर ही अधिकृत अधिकारी द्वारा खाद्य सामग्री नष्ट कर दी जाएगी साथ ही सहमति अनुसार फर्म पर शारित आगें लिखे अनुसार अधिरोपित की जावेगी-प्रथम बार 500/-रूपये, द्वितीय बार 1000/-रूपये एवं तीसरी बार घटना दोहराने पर अनुबंध पत्र निरस्त कर दिया जा सकेगा या अन्य कोई अतिरिक्त शारित अधिरोपित की जा सकेगी। इस संबंध में अंतिम निर्णय लेने का अधिकार ह.च.मा.रीपा. वीकानेर का होगा, जिसके निर्णय से फर्म बाध्य होगा।
- 2 किसी भी समय भोजन की व्यवस्था सुचारु व संतोषजनक रूप से न होने यदि आवश्यक समझा गया तो कार्य अनुबंधकर्ता फर्म के हर्जे खर्चे पर अन्य किसी एजेन्सी/साधन से करवाया जायेगा तथा इस व्यवस्था पर कोई अतिरिक्त व्यय संस्थान को वहन करना पडा तो वह राशि अनुबंधकर्ता फर्म से वसूल योग्य होगी।
- 3 फर्म को संस्थान के द्वारा देय भोजन का भुगतान पूर्ण संतुष्टि के बाद ही किया जायेगा। किसी भी प्रकार का अग्रिम भुगतान देय नहीं होगा। नियमानुसार पुर्णगणन योग्य भुगतान होने पर संस्थान द्वारा आवश्यक प्रमाणीकरण के पश्चात् विल पारित किये जा सकेंगे। अन्यथा भुगतान प्रति व्यक्ति स्वयं के भुगतान हेतु फर्म राशि वसूली हेतु अपनी व्यवस्था अलग से करेगी। प्रत्येक कार्यक्रम के अनुसार पुनर्गणन योग्य विल/वाउचर्स पाठ्यक्रम निदेशक से प्रमाणित करवाकर संकलित (इकजाई) विल प्रस्तुत करना होगा। भुगतान कोषालय से विल पारित होने पर किया जायेगा।
- 4 भोजन/अल्पाहार की मात्रा में किसी भी प्रकार की कमी स्वीकार नहीं होगी।
- 5 चाय, नाश्ते व भोजन पकाने के ईंधन की व्यवस्था स्वयं अपनी लागत पर स्वीकृत बोलीदाता फर्म को करनी होगी। स्वीकृत बोलीदाता/कैटर्स द्वारा खाना/चाय/नाश्ता/पेयजल बनाने एवं खिलाने पिलाने के बर्तनों की व्यवस्था स्वयं अपनी लागत पर करनी होगी। आवश्यक होने पर अनुबंधकर्ता फर्म द्वारा पैक नाश्ता/लंच/डिनर उपलब्ध कराना होगा। **भोजन एवं अल्पाहार/चाय-बिस्किट के लिए प्रतिबंधित प्लास्टीक/पॉलीथीन आदि सामग्री का प्रयोग नहीं किया जायेगा।**
- 6 स्वीकृत बोलीदाता फर्म के ठेकेदार एवं उसके कर्मचारी प्रशिक्षणार्थियों एवं संस्थान के समस्त अधिकारियों व कर्मचारियों से शिष्टतापूर्ण व्यवहार करने को बाध्य होंगे।
- 7 प्रशिक्षणार्थियों को दिया जाने वाला नाश्ता एवं भोजन कार्यक्रम समन्वयक द्वारा बताये गये मैन्यू के अनुसार ही तैयार किया जायेगा।
- 8 स्वीकृत बोलीदाता फर्म के लिये यह आवश्यक होगा कि वह भोजन व्यवस्था के लिये लगाये गये कुक/वेटर्स की सूचीमय संपूर्ण विवरण यथा पुलिस सत्यापन, वरिष्ठ प्रमाण पत्र, स्वास्थ्य प्रमाण पत्र आदि एवं नवीनतम फोटोग्राफ के 2 प्रतियों में इस संस्थान में अनुबंध करने के समय प्रस्तुत करेंगे। इसके पश्चात् समय-समय पर होने वाले परिवर्तन की सूचना भी संस्थान प्रशासन को इसी प्रकार के विवरण के साथ प्रस्तुत करनी होगी।
- 9 फर्म को श्रम एव रोजगार विभाग के संबंधित नियमों की पालना करनी होगी। बाल श्रम एव या अन्य किसी प्रकार के विधिक प्रावधान की अवहेलना पायी जाने पर समस्त उत्तरदायित्व (आर्थिक राशि/शारित आदि) की जिम्मेदारी फर्म की होगी, संस्थान को किसी प्राधिकारी या न्यायालय द्वारा इस संबंध में उत्तरदायी ठहराया जाता है तो उसकी वसूली स्वीकृत बोलीदाता फर्म से की जावेगी।
- 10 कैंटिन में हीटर/विजली चूल्हा आदि का संचालन/प्रयोग निषेध होगा।
- 11 फर्म को सामान्यतया जब तक संस्थान द्वारा कोई आदेश न दिये जाये, चाय नाश्ते व खाने की व्यवस्था संस्थान हॉस्टल परिसर में करनी होगी। भोजन गर्म व ताजा होना आवश्यक है। संस्थान द्वारा निर्देशित प्रदत्त स्थान पर ही कुकिंग कार्य करना होगा।
- 12 फर्म को प्रशिक्षणार्थियों को सुव्यवस्थित तरीके से खिलाने पिलाने हेतु उचित वेटर्स की व्यवस्था करनी होगी।
- 13 संस्थान द्वारा खाना बनाने के लिए स्थान तथा खाना खाने के लिए कुर्सी टेबल आदि फर्नीचर उपलब्ध कराया जायेगा। उक्त स्थान एवं फर्नीचर को साफ सुथरा व नियत स्थान पर रखने की जिम्मेदारी स्वीकृत बोलीदाता फर्म की होगी। उक्त फर्नीचर में किसी भी प्रकार की टूट फूट होने पर सम्पूर्ण जिम्मेदारी फर्म की होगी।
- 14 हॉस्टल में किचन के स्थान का फर्म को वाणिज्यिक उपयोग करने अथवा सवलेट करने की अनुमति नहीं होगी। किचन में तैयार माल बाहर विक्री हेतु लाने व ले जाने की अनुमति नहीं दी जाएगी। ऐसा करना पाये जाने पर संस्थान का निर्णय अंतिम होगा जो फर्म को मान्य होगा।

- 15 खाने में प्रयुक्त होने वाली सामग्री का अवलोकन संस्थान के प्राधिकृत अधिकारी द्वारा किसी भी समय किया जा सकता है। प्राधिकृत अधिकारी खाने की किसी भी वस्तु/सामग्री को उचित जांच एवं परीक्षा करने/कराने के लिए सक्षम होगा। खाने के उपयोग में लिया जाने वाला खाद्य तेल ब्राण्डेड मूंगफली/सरसो/सोयाबीन का होगा तथा मसाले, बेसन चावल पौहे ब्रैंड एवं अन्य खाद्य सामग्री एगमार्क होगी।
- 16 संस्थान में हॉस्टल में वेटर्स के उपस्थित रहने का समय प्रातः 7.00 बजे से रात्रि 10.00 बजे तक (आवासीय/ संस्थागत/आधारभूत प्रशिक्षण चलने की अवस्था तक रहेगा। सामान्य परिस्थितियों में प्रशिक्षण अवधि में निम्न प्रकार से भोजन व्यवस्था करनी होगी:-  
 अ) सुबह की चाय प्रातः 5.00 से 6.30 बजे हॉस्टल में (आवासीय प्रशिक्षण की स्थिति में-आवासीय प्रशिक्षणार्थियों हेतु)  
 व) नाश्ता प्रातः 8.00 से 09.30 बजे मैस स्थल पर (आवासीय प्रशिक्षण की अवस्था में)  
 स) क्लास टी प्रातः 11.15 से 11.30 बजे संस्थान में  
 द) दोपहर का भोजन-दोपहर 01.30 से 02.45 बजे तक मैस स्थल पर  
 य क्लास टी बाद दोपहर 04.00 से 04.15 बजे संस्थान में  
 र) शाम का भोजन-रात्रि 08.00 से 09.30 बजे मैस स्थल पर (आवासीय प्रशिक्षण की अवस्था में)  
 नोट:- उक्त समय प्रशिक्षण की साधारण व्यवस्था के अनुसार है परन्तु समय में कभी भी परिवर्तन करने का पूर्ण अधिकार संस्थान को होगा।
- 17 नाश्ते व भोजन में कोई भी मैन्सू किसी भी दिन किसी भी समय देने के लिये वाध्य होगा। उक्त संदर्भ में प्रतिदिन संस्थान द्वारा/पाठ्यक्रम समन्वयक द्वारा जो भी निर्देश कैंटर्स को दिये जावे वह उसे मानने के लिए वाध्य होगा।
- 18 संस्थान द्वारा प्रशिक्षण की पूर्व सूचना फर्म को दी जायेगी। तत्पश्चात् स्वीकृत बोलीदाता फर्म का यह कर्तव्य होगा कि वह प्रशिक्षण की निर्धारित तिथि से एक दिवस पूर्व अधिकृत प्राधिकारी/पाठ्यक्रम निदेशक से व्यक्तिगत संपर्क कर संभावित संख्या ज्ञात करें। यद्यपि संभावित संख्या प्रशिक्षण दिनांक को 11.00 बजे पर ही बतलायी जायेगी।
- 19 यदि किन्हीं अपरिहार्य कारणों से निर्धारित तिथि को प्रशिक्षण कार्यक्रम स्थगित करना पड़ता है और इस कारण कोई बनी हुई सामग्री खराब होती है तो इसकी जिम्मेदारी संस्थान की नहीं होगी।
- 20 खाना बनाने के स्थान पर सफाई का विशेष ध्यान रखा जायेगा तथा खाना बनाने के समय एवं खाने के बाद जो कचरा अपशिष्ट पदार्थ के रूप में रहेगे उसे संस्थान परिसर से बाहर डालने की जिम्मेदारी कैंटर्स की होगी। निगम के नियमानुसार निर्धारित स्थान पर मैस में पूर्ण साफ सफाई का जिम्मा स्वयं के खर्च पर स्वीकृत बोलीदाता फर्म का होगा। इसके लिए नगर निगम द्वारा यदि दण्ड/शारिा दिया जाता है तो फर्म पूर्ण रूप से जिम्मेदार होगी।
- 21 कैंटर्स को सम्मलवाये गये स्थान एवं उस स्थान पर लगे हुए उपकरणों एवं संस्थापित फर्नीचर को यदि किसी भी प्रकार की क्षति पहुँचती है तो उस पर हुआ व्यय स्वीकृत बोलीदाता फर्म से वसूली योग्य होगा।
- 22 सामान्यतः तुरंत व्यवस्था हेतु स्वीकृत बोलीदाता फर्म को टेलीफोन पर सूचित किया जावेगा अतः स्वीकृत बोलीदाता के यहां स्वयं का टेलीफोन/मोबाइल फोन होना अनिवार्य है।
- 23 कैंटर्स द्वारा खाना बनाने के लिए प्रयुक्त की जाने वाली सामग्री को रखने हेतु संस्थान द्वारा एक कमरा उपलब्ध कराया जाएगा जिस पर फर्म संस्थान की लिखित स्वीकृति के पश्चात् ताला लगा सकेगा। इसके अतिरिक्त खाना बनाने के प्रयोग में लिए जाने वाले स्थान को खाना बनाने के पश्चात् खाली रखना होगा। इस स्थान पर कैंटर्स द्वारा कोई सामान नहीं रखा जावेगा तथा रसोईघर में उचित मात्रा में अग्निशमन यंत्र स्वयं के खर्च पर स्थापित किये जाने होंगे तथा समय-समय पर उन्हें रिफिल करवाना होगा। खाना बनाने/परोसने में प्रयुक्त होने वाले बर्तन आदि स्वच्छ एवं अच्छी किरम के मेटल के होने चाहिए।
- 24 प्रशिक्षण कार्यक्रम के अतिरिक्त संस्थान द्वारा जब कभी एक दो अथवा संस्थान में रह रहे मेहमानों की संख्या के अनुसार भोजन व्यवस्था हेतु आदेशित किया जावेगा तो फर्म को इस हेतु निर्देशानुसार चाय नाश्ता एवं भोजन की व्यवस्था करनी होगी।
- 25 प्रशिक्षण काल के दौरान विशेष परिस्थितियों में संभागी द्वारा यदि चाय, दूध की अतिरिक्त मांग की जाती है तो उसे तत्काल उपलब्ध करा दिया जावे जिसका भुगतान संबंधित संभागी से लिया जावेगा।
- 26 किसी भी प्रशिक्षणार्थी या अधिकारी के साथ दुर्व्यवहार पाया गया तो संस्थान का निर्णय स्वीकृत बोलीदाता फर्म को मान्य होगा।

- 27 खाने में प्रयोग ली जाने वाली मौसमी सब्जी व दालों का मैन्यू भी स्वीकृत बोलीदाता फर्म को एक दिन पहले संस्थान के सक्षम प्राधिकारी/पाठ्यक्रम निदेशक से अनुमोदित कराना होगा।
- 28 भोजन व्यवस्था की गुणवत्ता का निरीक्षण संस्थान के सक्षम प्राधिकारी/पाठ्यक्रम निदेशक को करवाया जाना होगा।
- 29 दोपहर व रात्रि भोजन में सम्मिलित सब्जियों की ग्रेवी उसी समय ताजा तैयार करनी होगी।
- 30 भोजन में शेष बची रागम्री को किसी भी दशा में पुनः उपयोग में लिये जाने की अनुमति नहीं दी जाएगी। दरे समस्त कर युक्त होनी चाहिये यदि सेवा कर देय बनता है तो उसके भुगतान करने का दायित्व बोलीदाता का होगा।
- 31 कंन्टीन कार्य हेतु रखे गये श्रमिकों को श्रम विभाग द्वारा निर्धारित न्यूनतम मजदूरी का भुगतान करना होगा। जिसकी पूर्ण जिम्मेदारी फर्म की होगी श्रमिकों को प्रचलित प्रावधानों के अनुसार ई.एस.आई.,पी.एफ. आदि श्रम कानूनों के अनुसार पूर्ण लाभ व सुविधाएं देने की जिम्मेदारी स्वीकृत बोलीदाता फर्म की होगी। केन्द्र/राज्य सरकार के श्रम नियमों, अधिनियमों की पालन करने का उत्तरदायिता स्वीकृत बोलीदाता फर्म का होगा। इन नियमों का उल्लंघन करने उसके परिणामों/दायित्वों के लिए स्वयं ठेकेदार/स्वीकृत बोलीदाता फर्म उत्तरदायी होंगे। इस संबंध में विभाग का कोई उत्तरदायित्व नहीं होगा।
- 32 बोलीदाता को उक्त कार्य हेतु तर्कसंगत पर्याप्त व्यक्ति लगाने होंगे।
- 33 प्रशिक्षण के दौरान आवसीय परिसर में निवास करने वाले प्रशिक्षणार्थियों द्वारा लिखित में प्रार्थना पत्र देने पर पाठ्यक्रम निदेशक की पूर्वानुमति से राजकीय अवकाश/अवकाशों के उपयोग हेतु मुख्यालय छोड़ने अथवा अन्य प्रकार के अवकाशों का उपभोग करने पर संस्थान से बाहर रहने की स्थिति में भी मैस संचालक द्वारा संधारित रजिस्टर में भी इन्द्राज किये जाने पर मैस संचालक को उस अवधि का उस प्रशिक्षणार्थी का मैस चार्ज देय नहीं होगा। इस हेतु संबंधित पाठ्यक्रम निदेशक द्वारा मैस संचालक को ऐसे प्रशिक्षणार्थी की सूचना लिखित में एक दिन पूर्व उपलब्ध कराना सुनिश्चित किया जायेगा।
- 34 यदि सफल बोलीदाता राजस्थान श्रमिक अनुबंधित अधिनियम एवं श्रमिक अनुबंध नियम 1970/संशोधन अधिनियम 2014 तथा कर्मचारी भविष्य निधि नियम 1952 के अंतर्गत पंजीकृत नहीं है तो यह शपथ पत्र प्रस्तुत करना अनिवार्य होगा कि निविदा अवधि के दौरान यदि उसके द्वारा उक्त अधिनियमों के अंतर्गत पंजीकरण कराया जाना आवश्यक हो तो तदनुसार पंजीकरण करा प्रमाण पत्र की प्रति कार्यालय को उपलब्ध करायी जायेगी।
- 35 प्रशिक्षण के दौरान आने वाले प्रशिक्षणार्थियों से समुचित राशि प्राप्त की जाकर मैस फण्ड में जमा करायी जायेगी एवं प्रशिक्षण समाप्ति के दिन वास्तविक देय राशि के आधार पर राशि का समायोजन कर शेष राशि वसूली/लौटायी जावे मैस संचालक संवेदक को पाठ्यक्रम निदेशक द्वारा प्रमाणित किये गये बिल के प्रमाणीकरण के आधार पर भुगतान किया जायेगा।
- 36 किसी भी प्रकार के विवाद की स्थिति में मामला अतिरिक्त निदेशक हरिश्चन्द्र माथुर राजस्थान राज्य लोक प्रशासन संस्थान बीकानेर के द्वारा निपटाया जायेगा।
- 37 बोलियां बिना कोई कारण बताए रद्द की जा सकती है।

मैंने/हमने उपरोक्त शर्तें एवं विशेष शर्तें अच्छी तरह पढ़ ली हैं तथा मैं इसकी पालना करने हेतु पूर्णतः सहमत हूँ।

अतिरिक्त निदेशक,  
ह.व.मा.सीपा, बीकानेर

(हरताक्षर बोलीदाता मय मोहर)

Envelope-2 (Financial bid)

Rate bid form

1	<p><b>Menu No. -01(vegetarian menu) [cost per meal..... (Inclusive all tax)]</b></p> <p>(1) One vegetable-panner/chilly Panner/malai kofta/makhmali kofta/methi matar malai/matar mashroom/ chana masala/palak/ palak babycorn/ methi chole/navratna korma/kashmiri dum aloo_____ <b>One Bowl</b></p> <p>(2) One seasonal vegetable- stuffed tinda-toamato-karela-shimla mirch/loki kofta/methi aloo/bengan bhurta/bhindi/phool gobi masala/patta gobi/ mixveg/ gajar matar. ___ <b>One Bowl</b></p> <p>(3) Dal/Rajma/chola/kadhi pakoda/dal makahni/mix dal/Kadhi. or</p> <p>Raita- (bathua /kakri/loki/pineapple/ mix fruit/green salad wid lemon/sprout) __ <b>One Bowl</b></p> <p>(4) Rice ----zeera/plain rice/mint&amp;cashew pulav/Kashmiri pulav/Vegitable pulav</p> <p>(5) Papad/fried papad/ plain papad/roasted masala papad(Bikaneri)</p> <p>(6) Roti- tandoori/missi/tawa/naan</p> <p>(7) Sweet- (limited one piece) gilab jamun/shri khand/ coconut burfi/Rasgula/ moong-suji ka halwa/custard/kheer.</p> <p>(8) Salad- seasonal</p> <p>(9) Achar- mix achar</p>
2	<p><b>Menu No. 2 _____ [cost per meal..... (Inclusive all tax)]</b></p> <p>(1) Dal, bati, churma, palin rice, papad, mirch tripole, salad</p> <p>(2) One seasonal vegetable- stuffed tinda-toamato-karela-shimla mirch/loki kofta/methi aloo/bengan bhurta/bhindi/phool gobi masala/patta gobi/ mixveg/ gajar matar. ___ <b>One Bowl</b></p> <p>(3) Roti- tandoori/missi/tawa/naan</p>
3	<p><b>Menu No. 3 Pack Lunch</b></p> <p>[cost per meal..... (Inclusive all tax)]</p> <p>Poori(08),parathan(04), sabji dry (two types- one bowl each) +achar(mixed), pulav,dahi,seeet (one piece).</p>



(हस्ताक्षर कोलीदास मय मोहर)

4	<p><b>Menu No. 4 Vegetarian breakfast-</b></p> <p style="text-align: right;">[cost per meal..... (Inclusive all tax)]</p> <p><u>Daily menu-</u></p> <p>(1) One seasonal fruit (papaya/banana/apple)</p> <p>(2) Milk 250ml (saras/ amul) /Tea/Coffee + Cornflakes (mohun,kellogs,patanjali,etc.)/Bread,butter, jam(butter-sarass/amul); jam-kissan/Daliya</p> <p style="text-align: center;">Or</p> <p>Milk 250ml (saras/ amul) /Tea/Coffee + dal,dhokle</p> <p>Or</p> <p>Milk 250ml (saras/ amul) /Tea/Coffee + pav-bhaji or idli sambhar</p> <p>Or</p> <p>Milk 250ml (saras/ amul) /Tea/Coffee + samosa/jalebi or chana masala</p> <p>Or</p> <p>Milk 250ml (saras/ amul) /Tea/Coffee + tawa dosa/ Poha/upma/prantha-2</p> <p>Or</p> <p>Milk 250ml (saras/ amul) /Tea/Coffee + chola bhatura/chole kulche/aloo puri</p>
5	<p><b>Hi-tea</b></p> <p style="text-align: right;">[cost per meal..... (Inclusive all tax)]</p> <p><u>Menu no. 1</u></p> <p>(1) Samosa/Kachori/sandwich(one piece)/ Cookies (two piece)</p> <p>(2) Tea,coffee(150ml)</p>
6	<p><b>Hi-tea</b></p> <p style="text-align: right;">[cost per meal..... (Inclusive all tax)]</p> <p><u>Menu no.2</u></p> <p>(1) Green tea with sugar cubes/coffee(150ml)</p> <p>(2) Khandwi/stuffed walnut</p>
7	<p><b>Hi-tea</b></p> <p style="text-align: right;">[cost per meal..... (Inclusive all tax)]</p> <p><u>Menu no.3</u></p> <p>(1) Panner/vegetable pakora(5 pieces)/Khaman (limited)</p> <p>(2) Tea/coffee(150ml) or lassi or soft drink</p>

- Bidders are likely to fill the rate of all menu's cost per meal.
- Mostly usable item- Menu No. 1 & 5
- Occasionally usable item- Other than Menu 1 & 5





Additional Director,  
HCM RIPA, Bikaner

(हस्ताक्षर बोलोदाता मय मोहर)

1	Details of this BID Notification and qualification criteria can also be seen on website <a href="http://www.hcmapa.gov.in">www.hcmapa.gov.in</a> or <a href="http://https://sppp.rajasthan.gov.in/">http://https://sppp.rajasthan.gov.in/</a>
2	Before last date of bid submission the bidder shall have to submit bid form, bid form fees by cash, DD, Banker cheque in the office of HCM RIPA, Regional Centre Bikaner along with bid security.
3	Bid security may be given in the form of a banker's cheque or Demand draft or bank guarantee in specified format of a scheduled bank. The bid security must remain valid sixty days from the origin or extended validity of bid.
4	Performance security may be given in the form of a banker's cheque or Demand draft, bank guarantee, National saving certificates, FDR's in favour of additional director HCM RIPA Bikaner in a specified format of a scheduled bank.
5	If any reason, the date of opening of technical bid be a holiday, the same shall be opened at the same time on the next working day
6	The bidder who has downloaded the bid documents from procurement portal should submit separate DD along with BID form of Rs. 200/- and this should be attached with the fee for bid security in the technical bid of this document else bid document for the bid will not be accepted.
7	RIPA reserves the right to accept/ reject any of the bid (s) without any reason what so ever and shall be final and binding.
8	The bidders shall have to submit valid GST registration certificate and copy of PAN issued by Income tax department.
9	If the bidder have done cater work at any government department than submit the certificate of satisfactory service.
10	RIPA reserve the right to cancel contract at any time if any proof found of unsatisfactory service.
11	The Bid is for a Rate contract.
12	The complete bidding document including the conditions of contract, evaluation and qualification criteria and procedure, bidding forms, specifications etc. can be seen at or obtained from the office of the Additional director, HCM RIPA campus, Bikaner during office hours in working days upto one day before the date of opening of Bids.
13	<p>The bid shall be opened at..... in the presence of bidders or their representative who wish to be present.</p> <ul style="list-style-type: none"> <li>• The procuring entity is not bound to accept the lower bid and may reject any or all bids without assigning any reason thereof.</li> <li>• All terms and conditions laid down in bidding document shall be fulfilled by the bidder, only those bidder who qualify the technical bid shall be entitled to open financial bid otherwise his bid will be non responsive and no financial bid will be opened.</li> <li>• Date and time of opening of financial bid will be conveyed to technically qualified bidders.</li> <li>• All RTPP rule 2013 provisions shall be applicable as amended time to time.</li> <li>• It is advised that bidders should submit their bids well in advance of the last date of bid submission. HCM RIPA Bikaner shall not be liable for any problems faced by bidders during submission at the last moment. Extension of deadline/ permission to include bids not considered.</li> <li>• HCM RIPA Bikaner will not be responsible for the rejection of bids in case bidders fails to submit all the required documents mentioned in the bid document.</li> <li>• Any corrigendum will be published on the website <a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>, <a href="http://hcmripa.gov.in">hcmripa.gov.in</a> and will be a part of this bid. Bidders should look on this website regularly for updates, details, related to the bid.</li> <li>• In case of any contradiction RTPP Act 2012 &amp; RTPP Rules 2013 will supersede.</li> </ul>

Additional Director,  
HCM RIPA Bikaner.

(हस्ताक्षर प्रोत्पीदाता मय मोदर)

## **Annexure A: Compliance with the code of Integrity and No Conflict of Interest.**

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any correction including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

### **Conflict of Interest:-**

The Bidder participating in a bidding process must not have a Conflict of Interest.

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

- i. A Bidder may be considered to be in Conflict of interest with one or more parties in a bidding process if, including but not limited to;
  - a. Have controlling partners/shareholders in common; or
  - b. Receive or have received any direct or indirect subsidy from any of them; or
  - c. Have the same legal representative for purpose of the Bid; or
  - d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision of the procuring Entity regarding the bidding process; or
  - e. The bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
  - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Service that are the subject of the Bid; or
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.



12.


**Annexure B: Declaration by the Bidder regarding Qualifications**  
**Declaration by the Bidder**

In relation to my/our Bid submitted to .....for procurement of .....in response to their Notice Inviting Bids No.....Dated .....I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Biding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specification in the Bidding Document;
3. I/We have are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conducted or the making of false statement or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceeding;
5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding Document, which material affects fair competition;

Date:  
Place:

Signature of bidder  
Name:  
Designation:  
Address:



## Annexure C: Grievance Redressal during Procurement Process

The designation and the address of the first Appellate Authority is .....

The designation and the address of the first Appellate Authority is .....

### (1) Filing an appeal

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

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

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

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

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

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

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

### (5) Form of Appeal

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

### (6) Fee for Filing Appeal

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



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

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



## Annexure D: Additional Conditions of Contract

### **1. Correction of arithmetical errors**

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

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

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

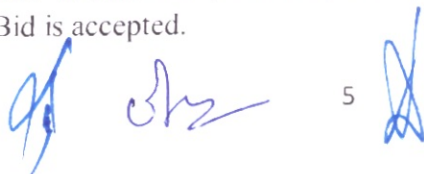
### **2. Procuring Entity's Right to vary Quantities.**

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

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject

matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

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**FORM No. 1**  
**[See rule 83]**  
**Memorandum of Appeal under the Rajasthan Transparency in**  
**Public Procurement Act, 2012**

Appeal No .....of .....  
Before the .....(First / Second Appellate Authority)

1. Particulars of appellant:
  - (i) Name of the appellant:
  - (ii) Official address, if any:
  - (iii) Residential address:
2. Name and address of the respondent(s):
  - (i)
  - (ii)
  - (iii)
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:

.....  
.....  
.....  
.....(Supported by an affidavit)

7. Prayer:  
.....  
.....

Place .....  
Date .....

Appellant's Signature



**OFFICE \_\_\_\_\_**  
**TENDER NOTICE**  
**(See Rule 68)**

Tender Number/ \_\_\_\_\_ (Year)

Sealed tenders are invited for the supply of articles as mentioned below for the period from \_\_\_\_\_ to \_\_\_\_\_.

Sl. No.	Name of articles	Specification (with ISI number, patent, agmark part No., etc., ISI No., GSM, Weight type, etc., in case of paper.	Quantity	Earnest Money (Rs.)	
				Validity	Delivery Period

I. (1) Items at Sl.No. \_\_\_\_\_ are exclusively reserved to be purchased from SSI Units. Tenders received from tenderers other than Cottage and SSI will not be considered.

[(2) Price Preference as per rules will be admissible in the rates tendered by "Industries of Rajasthan" other items mentioned at Sl. No. \_\_\_\_\_.]

(3) Tenders will not be considered without earnest money.

II. Tenders are to be submitted on prescribed tender form which can be obtained on application from this office on payment of Rs. \_\_\_\_\_ in cash, or Money Order in the name of \_\_\_\_\_ which will not be refunded. Tenders not submitted on prescribed form will be rejected.

Terms and conditions of tender are available in the office which may be seen/obtained by each tenderer before giving their tender.

III. Tenders in a sealed envelope marked conspicuously "tender for \_\_\_\_\_" should reach on or before \_\_\_\_\_ (date) at \_\_\_\_\_ (time). The tender should be handed over personally at the above office and a receipt obtained or be sent per registered post. The tenders will be opened on the same day at \_\_\_\_\_ (time) before purchase committee or by an officer duly authorised in the presence of any intending tenderer or their authorised representative who may be present.


IV. Government are not bound to accept the lowest tender and may reject any tender or any part of the tender without assigning any reason therefor.

V. Tenders received after the prescribed time and date shall be rejected.

VI. The tenderers will have to submit invariably an "**Income Tax Clearance Certificate**" from the Income Tax Officer of the circle concerned, Sales Tax registration number and "**Sales Tax Clearance Certificate**" from the Commercial Taxes Officer concerned without which the tenders will not be considered.

1. Substituted vide Circular No.19/96 dated 1.7.1996.

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18.

<sup>1</sup>[VII. SSI Units are partially exempted from the payment of earnest money on the basis of registration and <sup>2</sup>[deleted] issued by the Director of Industries or their representative and shall pay earnest money @ 1% of the estimated value of the tender.]

#### DESIGNATION OF OFFICER

Note : Name of Officer inviting tenders shall not be mentioned in the notice.

Three handwritten signatures in blue ink are displayed horizontally. The first signature is a stylized 'A' with a vertical line. The second is 'Sfy' with a horizontal line underneath. The third is a stylized 'A' with a vertical line.

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1. Substituted vide Circular No.19/96 dated 1.7.1996.

2. Deleted words 'competency certificate' vide Circular No.27/96 dated 27.8.1996.

OFFICE OF.....

(See Rule 68)  
TENDER FORM

- I. Tender for.....(name of the articles for which the tender is submitted)
- II. Name and postal address of the firm submitting the tender.
- III. Addressed to:
- IV. Reference:
- V. The tender fee amounting to Rs..... has been deposited vide cash receipt No.....and date/Crossed Postal Number.....
- VI. We agree to abide by all the conditions mentioned in. Tender Notice Number..... Dated.....Issued by .....and also the further condition of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of our acceptance of the terms mentioned therein).
- <sup>1</sup>[VII. The rates for the supply of following items are as under and the quantity to be supplied noted against each:

S. No.	Name of article with specification	Rate	Net Price	Quantity
1	2	3	4	5
		Only basic price. All other levies: Excise duty, Central-Sales Tax, Rajasthan Sales Tax, Octroi (if any); cartage, packing etc .may be shown separately. Any discounts e.g. quantitative discounts and others may also be mentioned in details.]		

- VIII. Goods will be delivered within a period of .....from the date of the receipt of firm order/goods will be delivered as under:

Quantity	Period/Date if any.
.....	.....

- IX. The rates Quoted above are valid upto .....The period can be extended with mutual agreement.
- X. Bank Draft/Bankers Cheque No. ....Drawn on (Name of the Bank)/Cash receipt No...../Challan No. and date .....for Rs.....to cover earnest money is enclosed.

1.Substitued vide Circulars No. 8/99 dated 5/3/1999.

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XI. The Income Tax Clearance Certificate, Sales Tax Registration Number and Sales Tax Clearance Certificate are submitted herewith.

XII. Declaration of manufacturer/Dealer, etc., is also enclosed.

Signature of tenderer

Encl.

Three handwritten signatures in blue ink, arranged horizontally. The first signature is on the left, the second is in the middle, and the third is on the right.

## CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER

(See Rule 68)

**Note:** Tenders should read these conditions carefully and comply strictly while sending their tenders.

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
2. **"Tenders by bona-fide dealers:"** Tenders shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration in the SR FORMS 11.
3. (i) Any change in the constitution of the firm, etc., shall be notified forthwith 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.  
(ii) No new partner/partners shall be accept 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. **Sales Tax Registration and Clearance Certificate :** No Dealer who is not registered under the Sales Tax Act prevalent in the State where his business is located shall tender. The Sales Tax Registration Number should be quoted and a sales tax clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the tender is liable to rejection.
5. <sup>1</sup>**[Income Tax Clearance Certificate :** Tenderers will have to submit an Income Tax Clearance Certificate from the Income Tax Officer of the circle concerned along with the tenders without which tender may not be considered.]
6. 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.
7. Rate shall be written both in words and figures. There should not be errors and/or over-writings, corrections if any, should be made clearly and initialled with dates. The rates should mention element of the Rajasthan State Sales Tax and Central Sales Tax separately.
8. All rates quoted must be FOR destination and should include all incidental charges except octroi, Central/Rajasthan Sales Tax which should be shown separately. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises of Purchase Officer. Goods to be purchased are for the purpose of official use, hence octroi is not payable. The rates, therefore, should be exclusive of octroi, and local tax, in case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of octroi and local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order.
9. (i) **Comparison of Rates :** In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element

.....  
1. Deleted as per Circular No.5/2003 dated 17.5.2003.



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of Rajasthan Sales Tax shall be excluded whereas that of Central Sales Tax shall included.

(ii) While comparing the rates in respect of firms within Rajasthan the element of Rajasthan Sales Tax shall be included.

10. **Price Preference:** <sup>1</sup>[Price preference/preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995.]
11. **Validity :** Tenders shall be valid for a period of three months from the date of opening of Tender.
12. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.
13. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
14. **Specifications :**
  - (i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
  - (ii) The supply of articles marked with asterisk/at serial number....., shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the Purchase Officer/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderers.
  - (iii) **Warranty/Guarantee clause :** The tenderer would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of..... days/months from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of.....days/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 be entitled to reject the said goods stores/articles or such portion thereof as may be discovered not to conform to the said description and

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1.Substituted vide Circular No.19/96 dated 1.7.1996.

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quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The tenderer shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the Purchase Officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

- (iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.
- (v) In case of machinery and equipment specified by the Purchase Officer the tenderer shall be responsible for carrying out annual maintenance and 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 equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

**15. Inspection :**

- (a) The Purchase Officer or his duly authorised representative shall at all reasonable time have access to the 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.
- (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.

**16. Samples :** Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythens bags at the cost of the tenderer.

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

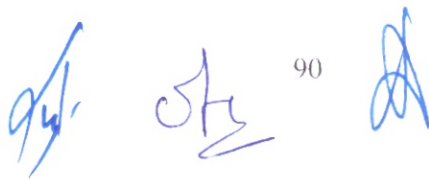
18. Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. The Government shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.

The Sample shall be collected by the tenderer on the expiry of stipulated period. The Government shall in no way make arrangements to return the samples. The samples



uncollected within 9 months after expiry of contract shall be forfeited by the Government and no claim for their cost, etc., shall be entertained.

19. Samples not approved shall be collected by the unsuccessful tenderer. The Government will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
20. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
21. **Drawl of Samples:** In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.
22. **Testing charges :** Testing charges shall be borne by the Government. In case urgent testing is desired to be arranged by the tenderer or in case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the tenderer.
23. **Rejection:**
  - (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the Purchase Officer.
  - (ii) If, however, due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible, the 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.
24. The rejected articles shall be removed by the tenderer within 15 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.
25. 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 to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer 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.
26. 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.
27. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.

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

S.No.	Items	Quantity	Delivery period
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(ii) **Extent of quantity – Repeat orders :** If the orders are placed in excess of the quantities shown in tender the notice, the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 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.

(iii) 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.

**29. Earnest Money :**

(a) Tender shall be accompanied by an earnest money of Rs..... without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of.....

- (i) Cash through treasury challan deposited under head "**8443-Civil Deposits – 103 – Security Deposits**".
- (ii) Bank Drafts/Bankers Cheque of the scheduled Bank.

(b) **Refund of earnest money :** The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.

<sup>1</sup>[(c) **Partial exemption from earnest money :** 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 <sup>2</sup>[deleted] from the Director of Industries Rajasthan, at the rate of 1% of the estimated value of the tender shown in NIT.]

(d) The Central Government and Government of Rajasthan Undertakings need not furnish any amount of earnest money.

(e) The earnest money/security deposit lying with the department/office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/security money for the fresh tenders. The earnest money may however, be taken into consideration in case tenders are re-invited.

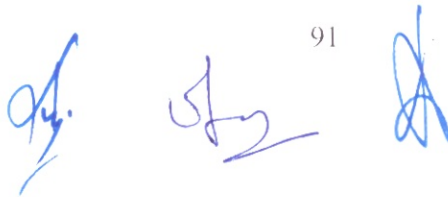
**30. Forfeiture of earnest money :** The earnest money will be forfeited in the following cases :

- (i) When tenderer withdraws or modified 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 is given.

.....

1. Substituted vide Circular No. 19/96 dated 1.7.1996.

2. Deleted words "competence certificate" vide Circular No.27/96 dated 27.8.1996.



- (iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

**31. (1) Agreement and security deposit :**

- (i) Successful tenderer will have to execute an agreement in the Form 17 within a period of 7 days of receipt of order and deposit security equal to 5% of the value of the stores for which tenders are accepted <sup>1</sup>[deleted] within 15 days from the date of despatch on which the acceptance of the tender is communicated to him.
- (ii) 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.
- (iii) No interest will be paid by the department on the security money.
- (iv) The forms of security money shall be as below :-
- (a) Cash/Bank Draft/Bankers Cheque/Receipted copy of challan.
- (b) Post office Savings Bank Pass Book duly pledged.
- (c) National Savings Certificate, Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.
- (v) The security money shall be refunded within one month of the final supply of the items as per purchases 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 the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the tenderer.

<sup>2</sup>(2) (i) Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration and prescribed <sup>3</sup>[deleted] in original form the Director of Industries or a photostat copy of a copy thereof duly attested by any Gazetted Officer, will be partially exempted from earnest money and shall pay security deposit at the rate of 1% of the estimated value of tender.]

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

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

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

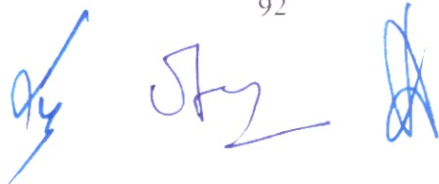
(4) The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

**32. (i) All goods must be sent freight paid through Railways or goods transport. If goods are**

1.Substituted vide Circular No. 19/95 dated 28.6.1995 for "Rs.50,000/-" and deleted the words "subject to the maximum of Rs. 1.00 lac" vide Circular No. 6/96 dated 5.2.1996.

2.Substituted vide Circular No. 27/96 dated 27.8.1996.

3.Deleted words "competence certificate" vide Circular No. 27/96 dated 27.8.1996.



sent freight to pay the freight together with departmental charge 5% of the freight will be recovered from the suppliers bill.

(ii) R.R. should be sent under registered cover through Bank only .

(v) In case supply is desired to be sent by the purchase officer by passenger train, The entire railway freight will be borne by the tenderer .

(vi) Remittance charges on payment made shall be borne by the tenderer.

### 33. Insurance :

(i) The goods will be delivered at the destination godown in perfect condition .the supplier if he so desires, may be insure the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot, etc.). The insurance charges will be borne by the supplier and State will not be required to pay such charges , if incurred

(ii) The articles may also be got insured at the cost of the Purchaser, if so desired by the Purchaser, in such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.

### 34. Payments:

(i) Advance Payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of despatch and to the extent as prescribed in financial powers by rail/reputed goods transport companies, etc., and prior inspection ,if any . The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the tenderer .

(ii) Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in proper form by the tenderer to the Purchase Officer in accordance with G.F.&A.R all remittance charges will be bore by the tenderer.

(iii) In case of disputed items, 10 to 25% of the amount shall be with held and will be paid on settlement of the dispute.

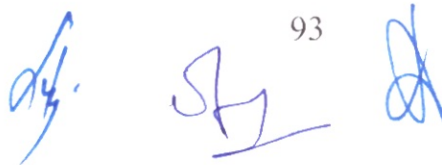
(iv) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification .

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

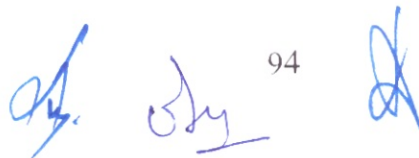
(ii)**Liquidated damages** : In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the tenderer has failed to supply :-

- |  |      |
|--|------|
| (1) (a) delay up to one fourth period of the prescribed delivery period        | 2 ½% |
| (b) delay exceeding one fourth but not exceeding half of the prescribed period | 5%   |

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- (c) delay exceeding half but not exceeding three fourth of 7<sup>1</sup>/<sub>2</sub>%  
the prescribed period.
- (d) delay exceeding three fourth of the prescribed period. 10%
- (2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (3) The maximum amount of liquidated damages shall be 10%
- (4) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (5) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.
36. **Recoveries** : Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier alongwith amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
37. Tenderers must make their own arrangements to obtain import licence, if necessary.
38. If a tenderer imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase Officer.
39. 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 articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.
40. The tenderer shall furnish the following documents at the time of execution of agreement:-
- (i) Attested copy of Partnership Deed in case of Partnership Firms.
  - (ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
  - (iii) Address of residence and office, telephone numbers in case of sole Proprietorship.
  - (iv) Registration issued by Registrar of Companies in case of Company.
41. If any dispute arise 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.

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42. All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

**Signature of tenderer.**

Three handwritten signatures in blue ink are displayed horizontally. The first signature on the left is a stylized, cursive mark. The middle signature is more legible, appearing to be 'Sby' followed by a horizontal line. The third signature on the right is another stylized, cursive mark.

**AGREEMENT**  
**(See Rule 68)**

An agreement made this ----- day of ----- between -----  
----- (hereinafter called "**the approved supplier**", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Government of the State of Rajasthan (herein after called "the Government" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved supplier has agreed with the Government to supply to the \_\_\_\_\_ of the State of Rajasthan at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column \_\_\_\_\_ of the said schedule.
3. And whereas the approved supplier has deposited a sum of Rs. \_\_\_\_\_ in \_\_\_\_\_.
- (1) Cash/Bank Draft/Challan no./Banker Cheque No. \_\_\_\_\_ dated \_\_\_\_\_.
  - (2) Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority.
  - (3) National Savings Certificates/Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pleased under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.
4. Now these Presents witness:
- (1) In consideration of the payment to be made by the Government through \_\_\_\_\_ at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in \_\_\_\_\_ and \_\_\_\_\_ thereof in the manner set forth in the conditions of the tender and contract.
  - (2) The conditions of the tender and contract for open tender enclosed to the tender notice No. \_\_\_\_\_ dated \_\_\_\_\_ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
  - (3) Letters Nos. \_\_\_\_\_ received from tenderer and letters nos. \_\_\_\_\_ issued by the Government and appended to this agreement shall also form part of this agreement.
  - (4) (a) The Government do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the Government will through \_\_\_\_\_ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.



(c) The mode of Payment will be as specified below:-

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

5. The delivery shall be effected and completed within the period noted below from the date of supply order:-

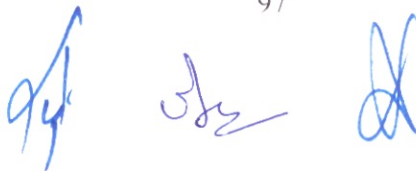
S.No.	Items Quantity	Delivery period
6.	(1) (i) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply :-	
	(a) Delay upto one fourth period of the prescribed delivery period.	2½%
	(b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5%
	(c) Delay exceeding one fourth but not exceeding three fourth of the prescribed delivery period.	7½%
	(d) Delay exceeding three fourth of the prescribed delivery period.	10%

**Note :** (i) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

(ii) The maximum amount of agreed liquidated damages shall be 10%

(iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hinderences, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hinderence but not after the stipulated date of completion of supply.

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



7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final.

In witness whereof the parties hereto have set their hands on the..... day of .....199.....

Signature of the approved supplier.

Signature for and on behalf of Governor  
Designation

Date:

Date:

Witness No. 1

1. Witness

Witness No.2

2. Witness

Three handwritten signatures in blue ink are present. The first signature on the left is a stylized, cursive signature. The middle signature is a more legible, cursive signature. The third signature on the right is a highly stylized, cursive signature.