

क्र.क:- निदे/प-5(9)2022-23/ 1726

उदयपुर, दिनांक:- 18/07/2022


खुली निविदा सूचना संख्या 3/2022-23

निदेशालय, खान एवं भू-विज्ञान विभाग, खनिज भवन, उदयपुर में निम्न सामग्री की प्रदायगी के लिये एक वर्ष की दर संविदा हेतु सीलबंद निविदायें आमन्त्रित की जाती है।

क.सं.	विवरण	वार्षिक अनुमानित लागत (लाख रू० में)	निविदा प्रपत्र शुल्क (रू० में)	बिड सिक्युरिटी (रू० में)
गुप-ए	कार्यालय उपयोग हेतु स्टेशनरी (निविदा प्रपत्र के अनुसार)	6.00	200/-	12,000/-
गुप-बी*	फाईल पेड व फाईल कवर (निविदा प्रपत्र के अनुसार)	1.50	100/-	750/-

*गुप-बी फाईल पेड व फाईल कवर हेतु निविदा राजस्थान में पंजीकृत एवं स्थित सूक्ष्म और लघु उद्यमों के लिये आरक्षित है। अन्यो से प्राप्त निविदायें स्वीकार नहीं की जायेगी।

1. निविदा का पूर्ण विवरण एव शर्तें विभागीय वेबसाईट <http://www.mines.rajasthan.gov.in> एवं <http://sppp.rajasthan.gov.in> पर देखे एवं डाउनलोड किये जा सकते है।
2. निविदा इस कार्यालय से दिनांक 27.07.2022 तक प्राप्त की जा सकती है।
3. निविदा जमा कराने की अंतिम तिथि दिनांक 29.07.2022 दोपहर 1:00 बजे तक है।
4. निविदाएँ दिनांक 29.07.2022 को दोपहर 3:00 बजे खोली जायेगी।


(महेश माथुर)
अतिरिक्त निदेशक (खान-मु०)

बिड दस्तावेज ग्रुप-बी कार्यालय उपयोग हेतु फाईल पेड व फाईल कवर

राजस्थान सरकार

निदेशालय, खान एवं भू विज्ञान विभाग

खनिज भवन, उदयपुर - 313 001 दूरभाष - (0294) - 2415091-95

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निविदादाताओं के लिये आवश्यक दिशा-निर्देश :-

1. निविदाएँ राजस्थान में पंजीकृत एवं स्थित सूक्ष्म और लघु उधमों हेतु ही है। निविदादाता निविदा में उल्लेखित जिस आईटम के लिये निविदा प्रस्तुत कर रहा है उसका उसी आईटम के निर्माण हेतु राजस्थान के सूक्ष्म और लघु उधमों का पंजीयन होना आवश्यक है। राजस्थान के सूक्ष्म और लघु उधमों से भिन्न स्रोतों से प्राप्त निविदाओं पर विचार नहीं किया जायेगा। राजस्थान के सूक्ष्म और लघु उधमों को निदेशक, उद्योग विभाग या उनके अधीनस्थ जिला उद्योग कार्यालयों द्वारा जारी पंजीयन तथा योग्यता (Competence) प्रमाण पत्र की सत्यापित प्रति प्रस्तुत करनी होगी।
2. निविदा प्रस्तुत करने से पूर्व निविदादाता को सावधानी पूर्वक निविदा प्रपत्र, खुली निविदा सूचना, सामान्य शर्तें एवं निर्देश, निविदादाताओं के लिये आवश्यक दिशा-निर्देश, घोषणा पत्र, प्रारूप 'ख' में शपथपत्र, अनुबंध A,B,C,D, तकनीकी निविदा व वित्तीय निविदा प्रपत्र प्राप्त व अध्ययन कर निविदाएँ प्रस्तुत की जानी चाहिए।
3. समस्त निविदा कार्यगृही राजस्थान सरकार के सामान्य वित्तीय एवं लेखा नियमों एवं राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 तथा नियम 2013 के अन्तर्गत की जा रही है। अतः इनके प्रावधान प्रभावी रहेंगे।
4. निविदा निर्धारित निविदा प्रपत्र में ही प्रस्तुत की जानी आवश्यक है, अन्यथा अस्वीकार कर दी जावेगी। निविदा प्रपत्र इस कार्यालय से 100/-रु0 निविदा शुल्क (जो कि वास्तविक निविदा शुल्क रु0 200/- का 50% है) जमा करा कर प्राप्त किये जा सकते हैं। निविदायें दिनांक 27.07.2022 तक निदेशालय के कमरा नम्बर 236 में उपस्थित होकर प्राप्त की जा सकती है। निविदा प्रपत्र जिस नाम से जारी किये जायेंगे उसी के द्वारा प्रस्तुत किये जा सकेंगे।
5. निविदा प्रपत्र विभागीय वेबसाईट <https://www.mincs.rajasthan.gov.in> व <https://sppp.rajasthan.gov.in> तथा उद्योग विभाग की वेबसाईट <https://www.industries.rajasthan.gov.in> पर देखे एवं डाउनलोड किये जा सकते हैं, जिसके लिए निविदा शुल्क हेतु राशि रु0 100/- (यदि निविदा कार्यालय में नकद राशि जमा करा कर प्राप्त नहीं की गई हो तो) का डिमाण्ड ड्राफ्ट/बैंकर चैक, "Addl. Director Administration" payable at Udaipur." के नाम से देय, तकनीकी निविदा के साथ संलग्न करना होगा। अन्यथा निविदा स्वीकार नहीं की जायेगी।
6. बिड सिक्युरिटी (जो कि अनुमानित लागत का 0.5% है) का डिमाण्ड ड्राफ्ट/बैंकर चैक, "Addl. Director Administration" payable at Udaipur." के नाम से देय, निविदा के साथ संलग्न करना होगा। अन्यथा निविदा स्वीकार नहीं की जायेगी।
7. निविदायें दिनांक 29.07.2022 दोपहर 1:00 बजे तक निदेशालय के कमरा नम्बर 236 में जमा करवायी जा सकेंगी। डाक/कुरियर से प्रेषित निविदाएँ भी दिनांक 29.07.2022 को दोपहर 01.00 तक ही प्राप्त की जायेंगी। देरी से प्राप्त निविदाओं पर किसी भी प्रकार से विचार नहीं किया जावेगा। निविदायें दिनांक 29.07.2022 का दोपहर 3.00 बजे उपस्थित निविदादाताओं/उनके अधिकृत प्रतिनिधियों के समक्ष खोली जायेगी।
8. निविदा फार्म सही तरीके से प्रत्येक कॉलम की पूर्ति करते हुये भरा जाये किसी प्रकार की ओवर राइटिंग नहीं की जाये। ओवरराइटिंग होने पर लघु हस्ताक्षर करें। वित्तीय निविदायें अंक और शब्दों दोनों में भरनी अनिवार्य हैं। अपूर्ण निविदा तथा सशर्त निविदायें स्वीकार नहीं की जायेगी।

निविदा फॉर्म एवं उसके साथ संलग्न प्रत्येक दस्तावेज के प्रत्येक पृष्ठ पर निविदादाता को हस्ताक्षर करने अनिवार्य हैं।

9. निविदादाता फाईल पेड व फाईल कवर दोनों या फाईल पेड या फाईल कवर किसी के लिये भी निविदा प्रस्तुत कर सकता है।
10. निविदादाता द्वारा प्रस्तुत राजस्थान के सूक्ष्म और लघु उधमों का पंजीयन तथा योग्यता (Competence) प्रमाण पत्र का सत्यापन उद्योग विभाग से करवाया जायेगा। केवल उन्ही निविदादाता की तकनीकी बोलियों पर विचार किया जायेगा जिनके प्रमाण पत्र की पुष्टी उद्योग विभाग द्वारा कर दी जायगी।
11. निविदा एक वर्ष की दर संविदा हेतु आमंत्रित की जा रही हैं। निविदा में दर्शाई गई कय की जाने वाली सामग्री की मात्रा अनुमानित है। करार की तिथी से दरें एक वर्ष के लिये मान्य होगी एवं कयादेश विभागीय आवश्यकतानुसार जारी किये जायेंगे जो कि अनुमानित मात्रा से कम या ज्यादा के हो सकते हैं। दर संविदा के अधीन कीमतें, कीमत गिरने के खण्ड के अध्यक्षीन होंगी। यदि दर संविदा धारक, दर संविदा के चालू रहने के दौरान किसी भी समय राज्य में किसी को दर संविदा कीमत से कम कीमत पर समान माल देने के लिए उसकी कीमत कोट करता/कम करता है तो उस दर संविदा के अधीन उपापन की विषय वस्तु के समस्त परिदान के लिए दर संविदा कीमत, कीमत कम करने या कोट करने की तारीख से स्वतः कम हो जायेगी और दर संविदा तदनुसार संशोधित की जायेगी। समानान्तर दर संविदा धारण करने वाली फर्मों को भी कम की हुई कीमत अधिसूचित करके अपनी कीमत कम करने का अवसर देते हुए पुनरीक्षित कीमत की उनकी स्वीकारोक्ति से सूचित करने के लिए पन्द्रह दिन का समय दिया जायेगा। इसी प्रकार यदि कोई समानान्तर दर संविदा धारक फर्म, दर संविदा के चालू रहने के दौरान अपनी कीमत कम करती है तो उसकी कम की गयी कीमत अन्य समानान्तर दर संविदा धारक फर्मों और मूल दर संविदा धारक फर्म को अपनी कीमतें तत्समान कम करने के लिए संसूचित की जायेगी। यदि कोई दर संविदा धारक फर्म, कीमत कम करने से सहमत नहीं होती है तो उनके साथ आगे और संव्यवहार नहीं किया जायेगा।
12. निविदादाता को बिड के साथ निविदा शुल्क (यदि निविदा वेबसाईट से डाउनलोड की गयी हो) व बिड सिक्युरिटी हेतु दो अलग-अलग डिमाण्ड ड्राफ्ट/बैंकर चैक, निविदा प्रपत्र के साथ संलग्न करने होंगे।
 1. डिमाण्ड ड्राफ्ट/बैंकर चैक, "Addl. Director Administration" payable at Udaipur." के नाम से देय, होंगे।
 2. निविदा शुल्क नॉन रिफण्डेबल होगा। निविदा परिणाम घोषित होने के बाद सफल बोलीदाता को छोड़कर शेष को बिड सिक्युरिटी राशि शीघ्र लोटा दी जाएगी।
 3. बिड सिक्युरिटी राशि निम्न स्थिति में जब्त कर ली जायेगी :-
 - (I) यदि निविदादाता द्वारा निविदा खोलने के बाद, निविदा में संसोधन या निविदा वापस ली जाती है,
 - (II) यदि सफल निविदादाता द्वारा नॉन ज्यूडिशियल स्टाम्प पेपर पर एग्रीमेन्ट एवं कयादेश में अंकित राशि की 0.5% राशि परफोर्मेन्स सिक्युरिटी के रूप में जमा नहीं कराई जाती है।
13. सफल निविदादाता को कयादेश जारी करने की तिथी से 7 दिन में रु0 500/-का नॉन ज्यूडिशियल स्टाम्प पेपर पर एग्रीमेन्ट करना होगा एवं कयादेश में अंकित राशि की 0.5% राशि परफोर्मेन्स सिक्युरिटी के रूप में जमा करानी होगी। एग्रीमेन्ट से सम्बन्धित समस्त व्यय का वहन निविदादाता को ही करना होगा। परफोर्मेन्स सिक्युरिटी, "Addl. Director Administration"

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बिड़ दस्तावेज गुप-बी कार्यालय उपयोग हेतु फाईल पेड व फाईल कवर

payable at Udaipur के नाम पर देय डिमाण्ड ड्राफ्ट/बैंकर चेक से जमा करानी होगी।
परफोर्मेन्स सिक्युरिटी 1^{1/4} वर्ष हेतु जमा करानी होगी।

14. परफोर्मेन्स सिक्युरिटी निम्नलिखित प्ररूपों में से किसी एक में प्रस्तुत की जायेगी:-
- (क) "ई. जी. आर. ए. एस. के माध्यम से जमा";
 - (ख) किसी अनुसूचित बैंक का बैंक ड्राफ्ट या बैंकर चैक;
 - (ग) राष्ट्रीय बचत पत्र और राजस्थान में किसी डाकघर द्वारा अल्प बचत के प्रोन्नयन के लिए राष्ट्रीय बचत स्कीमों के अधीन जारी कोई अन्य स्क्रिप्ट/लिखत, यदि वह सुसंगत नियमों के अधीन बंधक रखी जा सकती हो। बोली के समय वे उनके समर्पण मूल्य पर स्वीकार की जायेंगी और मुख्य डाकपाल के अनुमोदन से औपचारिक रूप से उपापन संस्था के नाम अंतरित की जायेंगी।
 - (घ) किसी अनुसूचित बैंक की बैंक गारंटी/गारंटियां। यह जारी करने वाले बैंक से सत्यापित करायी जायेगी। बैंक गारंटी से संबंधित अन्य शर्तें बोली प्रतिभूति के लिए नियम 42 में वर्णित के समान होंगी।
 - (ङ) किसी अनुसूचित बैंक की नियत जमा रसीद (एफडीआर)। यह बोली लगाने वाले के खाते उपापन संस्था के नाम होगी और बोली लगाने वाले द्वारा अग्रिम रूप से उन्मोचित की जायेगी। उपापन संस्था नियत जमा रसीद को स्वीकार करने के पूर्व यह सुनिश्चित करेगी कि बोली लगाने वाला बैंक की ओर से उपापन संस्था को संबंधित बोली लगाने वाले की सहमति की अपेक्षा के बिना, नियत जमा रसीद का मांग पर संदाय/समयपूर्व संदाय करने का वचन देता है। कार्य सम्पादन प्रतिभूति के समपहरण की दशा में नियत जमा ऐसी नियत जमा पर अर्जित ब्याज के साथ समपहृत कर ली जायेगी।
15. निविदा प्रपत्र स्याही या टाईप से भरा जावे। पेन्सिल से भरा हुआ निविदा प्रपत्र स्वीकार्य नहीं होगा। निविदा की शर्तों की स्वीकृति के रूप में निविदादाता द्वारा निविदा के प्रत्येक पृष्ठ पर एवं निविदा के अन्त में हस्ताक्षर करना आवश्यक है।
16. दरे अंको एवं शब्दों में वित्तीय निविदा प्रपत्र में दिये गये स्थान पर ही भरी जावे। कटींग/ओवरराईटिंग नहीं होनी चाहिए, यदि हो तो वह साफ एवं लघु हस्ताक्षरित हो।
17. निविदादाताओं द्वारा प्रस्तावित दरे समस्त करों सहित एवं निदेशालय, खान एवं भू-विज्ञान विभाग, खनिज भवन, उदयपुर में आपूर्ति हेतु FOR डेस्टीनेशन प्रस्तुत करनी होगी।
18. निविदादाता द्वारा कोट की गई दरे वित्तीय निविदा खोलने से 3 माह तक वैध होगी।
19. निविदा का मुल्यांकन आयटमवार्इज न्यूनतम बोली (L1) के आधार पर किया जायेगा।
20. विभाग द्वारा मांगे जाने पर बोलीदाता को सेम्पल प्रस्तुत करना होगा।
21. अपरिहार्य कारणों से यदि निविदा प्राप्त किये जाने/खोले जाने की दिनांक को अवकाश रहता है तो निविदा प्राप्त किये जाने/खोले जाने की कार्यवाही अगले कार्य दिवस को होगी।
22. अपूर्ण व सशर्त निविदा को स्वीकार नहीं किया जायेगा।
23. बोलीदाता या उसके प्रतिनिधि की ओर से प्रत्यक्ष या अप्रत्यक्ष **पक्षपुष्टि के लिए उपार्थना** (Canvassing) करना अयोग्यता होगी।
24. न्यूनतम दरों को स्वीकार करने के लिये विभाग बाध्य नहीं है एवं प्राप्त निविदा को अथवा उसके किसी भी भाग को बिना कारण बताये निरस्त किये जाने का पूर्ण अधिकार निम्नहस्ताक्षरकर्ता के पास सुरक्षित है।
25. सफल निविदादाता को कयादेश एवं हस्ताक्षरित अनुबंध अनुसार कार्य को पूर्ण करना होगा। यदि निविदा प्रक्रिया या कार्य संबंधी कोई संदेह हो तो बोलीदाता दिनांक 26-07-2022 तक कार्यालय समय में स्पष्टीकरण प्राप्त कर सकता है।



26. सामान सप्लाई हेतु क्य आदेश की दिनांक से 30 दिवस की अवधि में सामान की आपूर्ति करनी होगी। कयादेश में दी गई अवधि से विलम्ब पर सामान आपूर्ति/कार्य सम्पादन करने पर निम्नानुसार विलम्ब शुल्क चार्ज कर भुगतान किया जायेगा।

- अ) एक चौथाई कालावधि तक का विलम्ब - मूल्य का 2.5%
ब) एक चौथाई कालावधि से अधिक परन्तु आधी कालावधि तक का विलम्ब - मूल्य का 5%
स) आधी कालावधि से अधिक परन्तु तीन चौथाई कालावधि तक का विलम्ब - मूल्य का 7.5%
द) तीन चौथाई कालावधि से अधिक का विलम्ब - मूल्य का 10%

27. सप्लायर द्वारा सामान आपूर्ति के समय में वृद्धि चाहने के लिये सामान आपूर्ति की अंतिम तिथि से पूर्व निहित परिस्थितियों के वर्णन के साथ आवेदन करना होगा, परन्तु इस संबंध में विभाग का निर्णय अंतिम होगा।

28. सामान सप्लाई एवं बिल प्रस्तुत करने के पश्चात् सामान का निरीक्षण विभाग की निरीक्षण कमेटी द्वारा किया जायेगा। कमेटी द्वारा सामान उपयुक्त पाये जाने पर भुगतान किया जायेगा एवं सामान में अथवा कार्य में कोई भी कमी पाये जाने पर सप्लायर को अपने खर्च पर सामान रिप्लेस अथवा सही करना होगा।

29. सामग्री हेतु भुगतान सामग्री आपूर्ति की संतोषप्रद रिपोर्ट प्राप्त होने के उपरान्त किया जायेगा। भुगतान के समय नियमानुसार स्ट्रोतों पर कर कटौती एवं GST की कटौती के प्रावधान लागू होंगे।

30. कोई अग्रिम भुगतान नहीं किया जायेगा तथा न ही किसी प्रकार का ब्याज दिया जायेगा।

31. भुगतान में किसी भी प्रकार के विलम्ब हेतु किसी भी प्रकार का ब्याज विभाग के द्वारा देय नहीं होगा।

32. निविदा के साथ निम्न दस्तावेज संलग्न करने होंगे:-

1. GST नम्बर व GST पंजीकरण प्रमाण पत्र।
2. घोषणा पत्र (संलग्न प्रारूप में)
3. प्रारूप 'ख' में शपथपत्र,
4. निविदादाता निविदा में उल्लेखित जिस आईटम के लिये निविदा प्रस्तुत कर रहा है उसका उसी आईटम के निर्माण हेतु राजस्थान के सूक्ष्म और लघु उधमों का पंजीयन प्रमाण पत्र एवं योग्यता (Competence) प्रमाण पत्र।
5. निविदादाता द्वारा हस्ताक्षरित (वर्णित शर्तों नियमों एवं निर्देशों में उनकी स्वीकृति के रूप में) संपूर्ण निविदा दस्तावेज यथा खुली निविदा सूचना, निविदा प्रपत्र, सामान्य शर्तें एवं निर्देश, निविदादाताओं के लिये आवश्यक दिशा-निर्देश, घोषणा पत्र, प्रारूप 'ख' में शपथपत्र, अनुबंध A,B,C,D।
6. जाति प्रमाण पत्र यदि निविदादाता अनुसूचित जाति या अनुसूचित जनजाति का हो।
7. अन्य कोई दस्तावेज जो आवश्यक हो।

33. उपापन का 4% अनुसूचित जाति या अनुसूचित जनजाति के सदस्य के स्वामित्वाधिन स्थानीय सूक्ष्म और लघु उधमों से उपापन के लिये निश्चित किया जाएगा।

34. सामग्री की आपूर्ति के लिये कयादेश को निविदादाताओं के उधम की उत्पादन क्षमता की सीमा तक भाग में बांटकर भी दिया जा सकेगा।


35. विभाग में सप्लाई/कार्य हेतु बोलीदाता के कर्मचारी की समस्त जिम्मेदारी बोलीदाता की होगी। सप्लाई/कार्य के दौरान किसी भी नुकसान, क्षति, दुर्घटना के लिए समस्त जिम्मेदारी बोलीदाता की होगी विभाग द्वारा इस हेतु कोई क्षतिपूर्ति देय नहीं होगी।

36. निदेशालय में सामग्री आपूर्ति हेतु निविदादाता द्वारा लगाये गये कर्मचारी की समस्त जिम्मेदारी निविदादाता की होगी। निविदादाता अपने लगाये हुए कर्मचारी के आग, बाढ़, प्राकृतिक आपदा,



बिड़ दस्तावेज ग्रुप-बी कार्यालय उपयोग हेतु फाईल पेड व फाईल कवर

- दुर्घटना आदि से किसी भी नुकसान या क्षति, के लिये बीमा करा सकता है एवं बीमा का सारा खर्च स्वयं निविदादाता को वहन करना होगा। विभाग द्वारा इस हेतु कोई क्षतिपूर्ति देय नहीं होगी।
- 37.निदेशालय खान एवं भू विज्ञान विभाग, खनिज भवन, उदयपुर के पास सामग्री आपूर्ति हेतु नियमों और शर्तों को बदलने, सही करने व संशोधित करने का अधिकार होगा।
- 38.सफल फर्म द्वारा कयादेश/अनुबंध की किसी भी शर्त का उल्लंघन पाये जाने पर कयादेश/अनुबंध समाप्त करने का विभाग को पूर्ण अधिकार होगा एवं इस हेतु कोई क्षतिपूर्ति देय नहीं होगी।
- 39.कोई भी विधिक विवाद होने पर सक्षम न्यायालय उदयपुर में ही वाद दायर किया जा सकता है।
- 40.वित्त विभाग के परिपत्र 3/2013, दिनांक 4.02.2013 के अनुसार संलग्न A,B,C व D निविदा तथा अनुबंध का हिस्सा होंगे। सामान्य वित्तीय एवं लेखा नियमों एवं राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 तथा नियम 2013 के सभी नियम निविदा पर प्रभावी माने जायेगे।


अतिरिक्त निदेशक (खान-मु0)

प्रमाण पत्र

हम एतद्द्वारा प्रमाणित करते हैं कि हमारे द्वारा आपूर्ति की जाने वाली हर चीज नई होगी, जो कि कारीगरी और निर्माण में सभी दोषों से मुक्त होगी, उच्चतम श्रेणी और गुणवत्ता वाली होगी और जो कि सामग्री के लिए स्थापित मानकों एवं विनिर्देशों के अनुरूप होगी। हम इसके गुणपूर्णता के लिए पूरी तरह से जिम्मेदार होंगे।

हम यह भी शपथपूर्वक घोषणा करते हैं कि सामग्री के दोषपूर्ण निर्माण के कारण सामग्री में आये किसी भी दोष/डिफेक्ट/विसंगति के लिये हम सम्पूर्ण रूप से जिम्मेदार होंगे और हम इस बात की वारन्टी देते हैं कि हम सामग्री रिप्लेस को करके ऑन साईट उपलब्ध करायेगें तथा हमारे द्वारा किसी भी प्रकार का शुल्क राशि क्लेम नहीं किया जाएगा।

हस्ताक्षर निविदादाता
(मय फर्म सील)



घोषणा

मैं / हम घोषणा करते हैं कि निविदा में की गयी प्रविष्टियां मेरे / हमारे ज्ञान और विश्वास में सही हैं। मैं / हम यह भी पुष्टि करते हैं कि मैंने / हमने इस निविदा दस्तावेज में निहित सभी नियमों और शर्तों को पढ़ और समझ लिया है और इसकी पालना करने के लिए सहमत हैं।

मैं / हम यह मानते हैं कि उपरोक्त तथ्यों / सूचनाओं को झूठा पाया गया तो डीएमजी, उदयपुर अपने पूर्ण विवेकाधिकार में किसी भी असाइनमेंट को अस्वीकार / रद्द कर सकता है और इस तरह के मामले में मैं / हम उस असाइनमेंट के संबंध में किसी भी नुकसान / दावा करने के हकदार नहीं होंगे ।

हस्ताक्षर निविदादाता
(मय फर्म सील)



निविदा प्रपत्र

1. सामग्री आपूर्ति हेतु खुली बोली सूचना संख्या 03/2022-23 गुप - बी.....
2. निविदादाता का नाम एवं पता _____
 मोबाईल नम्बर _____
 ई-मेल _____
3. निविदा शुल्क नकद रसीद संख्या _____ दिनांक _____
 राशि रु. 100/- जमा करा दिये गये है या
 राशि रु. /- का डी.डी. / बैंकर चेक
 क्रमांक _____ दिनांक _____
 _____ (बैंक का नाम) संलग्न है।
4. बिड़ सिक्युरिटी राशि रु. /- का डी.डी. / बैंकर चेक
 क्रमांक _____ दिनांक _____
 _____ (बैंक का नाम) संलग्न है।
5. निविदा के साथ निम्न दस्तावेज संलग्न हैं :-
 1. GST नम्बर व GST पंजीकरण प्रमाण पत्र ।
 2. घोषणा पत्र (संलग्न प्रारूप में) ।
 3. निविदादाता द्वारा हस्ताक्षरित (वर्णित शर्तों नियमों एवं निर्देशों में उनकी स्वीकृति के रूप में) संपूर्ण निविदा दस्तावेज यथा खुली निविदा सूचना, निविदा प्रपत्र, सामान्य शर्तें एवं निर्देश, निविदादाताओं के लिये आवश्यक दिशा-निर्देश, घोषणा पत्र, अनुबंध A,B,C,D ।
 4. अन्य कोई दस्तावेज जो आवश्यक हो ।
6. मैं/हम निम्नानुसार निविदा दरें प्रस्तुत करता हूँ/करते हैं।

क्र० सं०	सामान का नाम	अनुमानित मात्रा	सामान का मेक	दर प्रति नग (GST सहित)
1.	फाईल पेड	1000		
2.	फाईल कवर	15000		

नोट :- i. कोट की गई सामग्री अच्छी गुणवत्ता की होनी चाहिये एवं विभाग द्वारा मांगे जाने पर निविदादाता को नमूना प्रस्तुत करना होगा एवं अनुमोदित नमूने के अनुसार ही सामग्री की सप्लाई करनी होगी।
 ii. सामान की मात्रा अनुमानित मात्रा हैं जो कम या ज्यादा हो सकती है।

1. मेरे/हमारे द्वारा अतिरिक्त निदेशक (खान-मु0), उदयपुर द्वारा जारी खुली बोली निविदा सूचना क्रमांक. 03/2022-23 दिनांक एवं इस निविदा प्रपत्र का एवं प्रपत्र के साथ संलग्न संपूर्ण निविदा दस्तावेज तथा शर्तों का अध्ययन, अवलोकन एवं मनन कर लिया है और समस्त शर्तों से सहमत हूँ एवं इन शर्तों व निर्देशों की स्वीकृति के क्रम में निविदा प्रपत्र के प्रत्येक पृष्ठ पर हस्ताक्षर कर दिये गये है।
2. प्रस्तावित दरें अनुबंध की दिनांक से 1 वर्ष की अवधि के लिए प्रभावी होगी।
3. मेरे द्वारा उक्त दरें सम्पूर्ण बिड़ डॉक्युमेन्ट पढने के बाद ही कोट की गई है।

निविदादाता के हस्ताक्षर मय मोहर

Adar

प्ररूप ख
शपथपत्र का रूपविधान

मैं पुत्र आयु वर्ष, का
नियासी, मैसर्स का स्वत्वधारी/भागीदार /निदेशक, इसके द्वारा सत्यनिष्ठा से
प्रतिज्ञान करता हूँ और घोषणा करता हूँ कि :

(क) मेरे/हमारे उपरोक्त उल्लिखित उद्यम मैसर्स को जिला उद्योग केन्द्र
..... द्वारा उद्यम संबंधी ज्ञापन भाग-II की अभिस्वीकृति जारी की गयी है।
अभिस्वीकृति सं. दिनांक निम्नलिखित वस्तुओं का विनिर्माण
करने के लिए जारी की गयी है :

वस्तु का नाम

उत्पादन क्षमता (वार्षिक)

(i)

(ii)

(iii)

(iv)

(v)

(ख) मेरी/हमारी उपरोक्त उल्लिखित उद्यम संबंधी ज्ञापन भाग-II की अभिस्वीकृति उद्योग
विभाग द्वारा रद्द या प्रत्याहृत नहीं की गयी है तथा यह कि उद्यम उपरोक्त वस्तुओं का
नियमित रूप से विनिर्माण कर रहा है।

(ग) मेरे/हमारे उद्यम के पास समस्त अपेक्षित संयंत्र और मशीनरी है और उपरोक्त उल्लिखित
वस्तुओं का विनिर्माण करने के लिए पूर्ण रूप से सुसज्जित है।

स्थान :-

हस्ताक्षर

स्वत्वधारी/निदेशक प्राधिकृत

हस्ताक्षरी

मय रबर स्टाम्प एवं दिनांक

CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER

(See Rule 68)

Note: Tenderers 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 relive any former member of the firm, etc., from any liability under the contract.
(ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to avoid by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
4. **GST Registration and GST Certificate :** Tenderer must mention GST Registration No. and enclose GST Certificate
5. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
6. 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 be quoted inclusive of all taxes.
7. All rates quoted must be FOR destination at the Central Store, Directorate of Mines and Geology, Khaniz Bhawan, Shastri Circle, Udaipur 313001, Rajasthan.
8. **(Comparison of Rates :** The rates tendered by firms outside Rajasthan and those in Rajasthan shall be compared as per prevailing Rules
9. **Price Preference:** Price preference/preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules,1995.)
10. **Validity :** Tenders shall be valid for a period of three months from the date of opening of Tender.
11. 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.
12. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

13. 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 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 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

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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 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.

28. (i) **Delivery period:** The tenderer whose tender is accepted shall arrange supplies within a period of 30 days from the date of supply order by Department as under:-

S.No.	Items	Quantity	Delivery period
(As per Purchase Order issued)			

(ii) **Extent of quantity – Repeat orders :** If the orders are placed in excess of the quantities shown in tender notice, the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of contract. 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 (Bid Security) :

(a) Tender shall be accompanied by Bid Security.

(b) **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 from the Director of Industries Rajasthan, at the rate of 1% of the estimated value of the tender shown in NIT

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

(d) 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 (Bid Security) : 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.

(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 (Performance Security)** : (i) Successful tenderer will have to execute an agreement within a period of 7 days of receipt of order and deposit security equal to 2.5% (or as may be decided by Government) of the value of the stores for which tenders are accepted within 7 days from the date of dispatch on which the acceptance of the tender is communicated to him.

(ii) The earnest money (Bid Security) 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 (**Performance Security**).

(iv) The forms of security money (**Performance Security**) 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.

(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 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 (**Performance Security**) 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 (**Performance Security**).

(3) **Forfeiture of Security Deposit (Performance Security)** : 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.

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

(iii) 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 insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot, etc.). The insurance charges will be borne by the supplier and State will not be required to pay such charges, 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 % |
| (c) delay exceeding half but not exceeding three fourth of
the prescribed period. | 7½ % |
| (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%.

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(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. The Department reserves the right to cancel the whole tender process or change, correct and modify the terms and conditions for the supply of the tendered item.

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.

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

43. As per circular 3/2013, dated 4/2/2013 of Finance Department of GOR required annexure A, B, C & D are enclosed for needful. Conditions / declaration of Annexure A, B, D shall form part of the agreement. All relevant provisions of GF&AR, RTPF Act 2012 and RTTP Rules 2013 made there under will ipso-facto deemed part of this tender document.

44. Dividing quantities among more than one bidder at the time of award.- 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

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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 if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the bidding documents, shall not be deemed to be a negotiation.

45. The prices under a rate contract shall be subject to price fall clause. If the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price.

Signature of tenderer.



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) PostOfficeSavingsBankPass Book duly hypothecated to the Departmental authority.
- (3) National Savings Certificates/Defence Savings Certificates, KisanVikasPatras, 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.

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(b) 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 of202.....

Signature of the approved supplier.

Signature for and on behalf of Governor
Designation

Date:

Date:

Witness No. 1
Witness No.2

1. Witness
2. Witness

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 coercion 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 purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions 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 specifications of the Goods, Works or Services 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.

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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 Bidding 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 specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:
Place:

Signature of bidder
Name :
Designation:
Address:

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Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is FINANCIAL ADVISER

The designation and address of the Second Appellate Authority is DIRECTOR, MINES & GEOLOGY

(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 thereunder, 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:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided 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 filed 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 endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding 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.

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(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 authorised representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees 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 issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for 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.

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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

AS

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the 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 the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity's Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and 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 Procuring 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 more than one 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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