

राजस्थान उच्च न्यायालयए जोधपुर
निविदा सूचना

क्रमांक : एचसी / एसके / उपापन / 2024-25 / 78

दिनांक 04.01.2025

राजस्थान उच्च न्यायालय, जोधपुर कार्यालय में कार्यरत Chauffeur, Usher एवं अन्य सहायक कर्मचारियों के उपयोगार्थ ठण्डी वर्दी (अचकन, सफारी शर्ट, पेन्ट) की सिलाई की दरों के वार्षिक अनुबन्ध के सम्बन्ध में मोहरबन्द निविदाएँ दिनांक 15.01.2025 को दोपहर 01.00 बजे तक आमंत्रित की जाती हैं निविदा का विस्तृत विवरण एवं शर्तें <https://www.hcraj.nic.in> एवं <https://sppp.rajasthan.gov.in> पर देखी जा सकेगी। (अनुमानित मूल्य रूपये 1,50,000 / -)

आज्ञा से,



रजिस्ट्रार (वर्गीकरण),

कार्यालय: राजस्थान उच्च न्यायालय, जोधपुर

निविदा एवं अनुबन्ध की शर्तें

पृष्ठ संख्या - 1

1. निविदा प्रपत्र दिनांक 07.01.2025 से दिनांक 15.01.2025 सुबह 11:30 बजे तक निर्धारित शुल्क देकर प्राप्त किये जा सकते हैं। उक्त मोहरबंद निविदाएँ पूर्ण रूप से भरी जाकर दिनांक 15.01.2025 को दोपहर 01.00 बजे तक कार्यालय में पहुँच जानी चाहिए। प्राप्त निविदाएँ उसी दिन दिनांक 15.01.2025 को दोपहर 02.00 बजे उपस्थित निविदाताओं/प्रतिनिधियों के समक्ष खोली जाएगी। विलम्ब से प्राप्त निविदाएँ स्वीकार नहीं की जाएँगी।
2. निविदादाता को निविदा प्रपत्र के अनुरूप निविदा के अनुमानित मूल्य रुपये 1,50,000/- की 2 प्रतिशत राशि रुपये 3,000/- नकद/डिमाण्ड ड्राफ्ट के रूप में अमानत राशि हेतु जो कि 'रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर' के नाम से देय हो, निविदा के साथ संलग्न करना होगा।
3. इस अनुबन्ध के तहत निविदा में वर्णित अनुसार वर्दी की सिलाई के लिये उपयोग में लिये जाने वाले Thread, Lining, Zip, Inter-locking, Fuse lining, Pad, Chest, Piece, Buckram, Buttons, Astar आदि का पूर्ण विवरण (नमूना) कार्यालय में आकर देखना होगा एवं उसके अनुसार ही सामग्री उपयोग में लेते हुए नमूनानुसार अचकन, सफारी शर्ट, गर्म कोट, गर्म अचकन एवं पेन्ट की सिलाई करनी होगी।
4. कर्मचारियों की वर्दी सिलाई का कार्य कार्यालय द्वारा विभाजित श्रेणियों/निर्देशों के अनुसार ही किया जायेगा। निर्धारित मानकों/निर्देशों के अनुसार वर्दी की सिलाई नहीं किये जाने की दशा में बिना कोई अतिरिक्त शुल्क के त्रुटि सुधारकर/बदलकर/पुनः सिलाई कर या कपड़े का लागत मूल्य कार्यालय में जमा करवाना होगा।
5. वर्दी की सिलाई के बिलों का भुगतान कर्मचारियों द्वारा संतोषजनक रिपोर्ट प्रस्तुत करने के बाद ही किया जायेगा।
6. निविदा में वर्दी सिलाई में प्रत्येक श्रेणी की वर्दी में प्रयुक्त होने वाले कपड़े की मात्रा पृथक-पृथक रूप से वर्णित की गयी हैं, उसी के अनुरूप सिलाई कार्य करना होगा।
7. निविदा तय होने पर वर्दी के लिये पात्र कर्मचारियों की सूची बनाकर सम्बन्धित फर्म को उपलब्ध करवाई जायेगी। वर्दी की सिलाई हेतु माप सप्ताह के प्रत्येक शुक्रवार एवं शनिवार को कार्यालय समय में कार्यालय में आकर लेना होगा। कार्यालय से कपड़े के परिवहन तथा वर्दी सिलाई के पश्चात भण्डारगृह तक पहुँचाने/वितरण करने इत्यादि से सम्बन्धित पृथक से किसी प्रकार का कोई भुगतान नहीं किया जायेगा।
8. यदि सम्बन्धित फर्म द्वारा सिलाई की गुणवत्ता में कमी अथवा कार्यालय द्वारा स्वीकृत नमूनानुसार सामग्री जैसे - Thread, Lining, Zip, Inter-locking, Fuse lining, Pad, Chest, Piece, Buckram, Buttons, Astar का प्रयोग नहीं किया जाता है तो इसकी सम्पूर्ण जिम्मेवारी सम्बन्धित फर्म की होगी तथा उसे इससे सम्बन्धित सुधार कार्य स्वयं के खर्चे पर करके देना होगा। भण्डारगृह में सप्लाई की जाने वाली वर्दियाँ इस्तरी की हुई होनी चाहिए।
9. कार्यालय द्वारा वर्दी की सिलाई हेतु कपड़ा एक पखवाड़े में सम्पादित किये जाने वाले कार्य के अनुसार ही प्रदान किया जायेगा तथा साथ ही सम्बन्धित फर्म को सिलाई कार्य की सूची कार्यालय को कर्मचारियों के नाम व पद सहित प्रस्तुत करनी होगी। उसी के अनुरूप भुगतान व कपड़ा उपलब्ध करवाने की कार्यवाही की जायेगी। सम्बन्धित फर्म द्वारा कार्यालय से सिलाई हेतु उपलब्ध करवाये जाने वाले कपड़े की रसीद स्वयं के लेटर पेड पर/लिखित रूप से देगी।

दिनांक :
स्थान :

हस्ताक्षर निविदादाता
मय पता सील मोहर

क्रमशः पृष्ठ संख्या - 02

कार्यालय: राजस्थान उच्च न्यायालय, जोधपुर

निविदा एवं अनुबन्ध की शर्तें

पृष्ठ संख्या - 2

10. कार्यालय द्वारा कपड़ा उपलब्ध करवाने के पश्चात उससे सम्बन्धित होने वाली हानि जैसे - कपड़ा चोरी हो जाना, सिलाई के दौरान खराब हो जाना, अन्य कोई व्यक्तिगत अथवा प्राकृतिक आपदा से नुकसान हो जाने की जिम्मेदारी सम्बन्धित फर्म की होगी।
11. सम्बन्धित फर्म को सिलाई कार्यादेश प्राप्ति के पश्चात निर्धारित समयावधि में सिलाई कार्य को पूर्ण करना होगा। निर्धारित समयावधि व्यतीत हो जाने पर नियमानुसार जुर्माना लगाया जायेगा।
12. निविदा एवं प्रस्तुत दरें सभी करों सहित शब्दों एवं अंकों में स्पष्ट रूप से अंकित करनी होगी। कॉट-छॉट होने पर अपने लघु हस्ताक्षर करके दरें पृथक से स्पष्ट रूप से लिखनी होंगी। निविदा में प्रस्तुत दरों में सामान को निर्दिष्ट स्थान/भण्डारगृह पर पहुँचाने का व्यय (Handling Charges) भी सम्मिलित होगा।
13. सफल निविदादाता को सप्लाई आदेश प्राप्ति के पश्चात 7 दिवस के भीतर **Rajasthan Transparency in Public Procurement Rules, 2013** के नियम 75 के प्रावधानों की अनुपालना में निविदा के अनुमानित मूल्य की 5 प्रतिशत राशि नकद/ बैंक गारण्टी/डी.डी. प्रतिभूति राशि के रूप में रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर में जमा करानी होगी। इसके अतिरिक्त नियमानुसार निर्धारित राशि के नॉन ज्यूडिशियल स्टाम्प पर निर्धारित प्रारूप में एक अनुबन्ध पत्र भी प्रस्तुत करना होगा।
14. किसी भी निविदा को पूर्ण रूप से या आंशिक रूप से स्वीकार/अस्वीकार करने का पूर्ण अधिकार कार्यालय को होगा। कार्यालय न्यूनतम निविदा को स्वीकार करने के लिये बाध्य नहीं होगा। साथ ही निविदा को वार्षिक अनुबन्ध की समाप्ति से पहले ही पूर्ण अथवा आंशिक रूप से समाप्त करने अथवा नियमानुसार बढ़ाने का अधिकार कार्यालय को होगा।
15. निविदा खोले जाने एवं स्वीकार किये जाने की तिथियों में परिवर्तन का अधिकार भी कार्यालय को ही होगा।
16. उक्त निविदा में सफल निविदादाता अपने कार्य को स्वयं के स्तर पर ही सम्पादित करेगा। स्वीकृत कार्य को किसी अन्य एजेन्सी या फर्म के माध्यम से नहीं करवायेगा अर्थात् सबलेट नहीं करेगा।
17. **सम्बन्धित फर्म को कम से कम तीन वर्ष के सिलाई कार्य का अनुभव होना आवश्यक है।** फर्म को यदि पूर्व में किसी सरकारी/अर्द्धसरकारी/निजी संस्था से वर्दी सिलाई हेतु कोई कार्यादेश प्राप्त हुआ है अथवा किसी संस्था द्वारा सिलाई कार्य का अनुभव प्रमाण पत्र प्राप्त हुआ हो तो उक्त कार्यादेश का प्रमाण पत्र अथवा दोनों की प्रतियाँ निविदा प्रपत्र के साथ संलग्न करनी होगी। निदेशक इण्डस्ट्रीज एवं सप्लाई, राजस्थान के अर्न्तगत पंजीकृत फर्म, पंजीकृत सिलाई की निविदा प्रस्तुत कर सकती है। उक्त रजिस्टर्ड फर्मों को अमानत राशि में छूट का लाभ नियमानुसार देय होगा। किसी अन्य सप्लाई के लिए जमा अमानत राशि का समायोजन इस निविदा पेटे नहीं किया जायेगा।
18. **उक्त निविदा के तहत सिलाई कार्य हेतु किये गये अनुबन्ध अवधि की वैधता कार्यादेश की दिनांक से दो वर्ष की रहेगी। यद्यपि प्रथमतया सफल निविदादाता को एक वर्ष के लिये ही कार्यादेश दिया जायेगा तथा कार्य सन्तोषप्रद पाये जाने पर अनुबन्ध स्वीकृत दरों एवं शर्तों पर नियमानुसार बढ़ाया जा सकता है।**
19. सर्शत निविदा स्वीकार्य नहीं होगी।
20. कार्यालय निविदा प्रपत्र में वर्णित अचकन, सफारी शर्ट एवं पेंट की अनुमानित मात्रा से कम या अधिक मात्रा में सिलाई कार्य हेतु आदेश दे सकता है, इसके लिये निविदादाता किसी भी प्रकार का दावा करने के लिये हकदार नहीं होगा।
21. अमानत राशि सम्बन्धी घोषणा-पत्र के बिना निविदा पर विचार नहीं किया जायेगा।
22. सिलाई कार्य से सम्बन्धित अन्य शर्तें सम्बन्धित निविदा प्रपत्र में संलग्न है, के अनुसार कार्य सम्पन्न करना होगा। साथ ही उपरोक्त शर्तों के अतिरिक्त राजस्थान सरकार के General Financial and Accounts Rules के नियम एवं Transparency in Public Procurement Rules, 2013 के प्रावधान लागू होंगे।

दिनांक :
स्थान :



हस्ताक्षर निविदादाता
मय पता सील मोहर

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.

A bidder may be considered to be in Conflict of interest with one or more parties in the bidding process if, including but not limited to;

- (a) has controlling partners/shareholders in common; or
- (b) receives or have received any direct or indirect subsidy from any of them; or
- (c) has the same legal representative for purposes of the Bid; or
- (d) has 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) 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 participating 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 that have been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.



Annexure-B
Declaration by The Bidder regarding Qualification

In relation to my/our Bid submitted to for work of in response to their Notice Inviting Bid 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, nor have my/our affairs been administered by a Court or a Judicial Officer. My/Our business activities have not been suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. I/We, and our directors and officers have not been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, nor 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 Bidding Document, which materially affects fair competition.

Date:
Place :

Signature of Bidder
Name:
Designation:
Address:



Annexure-C
Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority : Appellate Authority, Rajasthan High Court, Jodhpur

(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, Rules and/or Guidelines issued there under, he may file an appeal to 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 in the bidding process 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 endeavor to dispose 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 Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be may file a second appeal.
- (4) 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 should also be annexed.
 - (c) Every appeal may be presented to the Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- (6) **Fee for Filing an Appeal**
 - (a) Fee for filing an appeal shall be rupees two thousand five hundred, 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 Appellate Authority as the case may be, upon filing of an appeal, shall issue a notice accompanied by a copy of the appeal, affidavit and documents, if any, to the respondents and fix a date of hearing.
 - (b) On the date fixed for hearing, the Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to the appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies there of 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 a 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.



**Memorandum of Appeal under the Rajasthan Transparency in Public
Procurement Act, 2012**

Appeal No of

Before.....(Appellate Authority)

1 Particulars of appellant:

(i) Name and father's name of the appellant :

(ii) Official address :

(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, 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



Additional Conditions of Contract

1. Correction of arithmetic errors.-

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

- (a) 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;
- (b) 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
- (c) 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 (a) and (b) 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.-

- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage of the quantity specified in the Bidding Document, as per applicable law. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (b) 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.
- (c) 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 more than 50% of the value of Goods of the original contract. If the suppliers 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.-

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, then in such cases, the quantity may be divided between the Bidders, 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.



Annexure-1

घोषणा पत्र

(फर्म द्वारा स्वयं के लेटर हेड पर घोषणा पत्र)

मेरे/हमारे द्वारा घोषणा की जाती है कि कार्यालय निविदा क्रमांक एचसी/एसके/उपापन/2024-25/78 दिनांक 04.01.2025 का निविदा प्रपत्र तथा इसके सलग्न समस्त प्रपत्रों, जानकारी एवं शर्तों को मैंने/हमने अच्छी तरह अध्ययन कर लिया है। मुझे/हमें यह भी स्वीकार है कि निविदा के सम्बन्ध में श्रीमान रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर का निर्णय हमारे लिये अन्तिम एवं मान्य होगा।

यह भी प्रमाणित किया जाता है कि मेरी/हमारी फर्म द्वारा निविदा में चाहा गया व्यवसाय किया जाता है तथा निविदा में वर्णित सामग्री का हमारे पास पर्याप्त मात्रा में स्टॉक उपलब्ध है। उक्त कार्य से सम्बन्धित हमारे यहाँ अनुभवी एवं तकनीकी कर्मचारी भी उपलब्ध है। राज्य सरकार/बोर्ड/विश्वविद्यालय/स्वायत्तशासी संस्थान/निगम/बैंक आदि के द्वारा मेरी/हमारी फर्म को ब्लैक लिस्ट नहीं किया हुआ है। प्रतीकस्वरूप निविदा प्रपत्र के प्रत्येक पृष्ठ पर हस्ताक्षर मय सील कर दिये हैं।

यदि यह घोषणा असत्य पायी जाए तो किसी भी अन्य कार्यवाही जो की जा सकती है, पर प्रतिकूल प्रभाव डाले बिना मेरी/हमारी प्रतिभूति (Security Deposit) को पूर्ण रूप से समपूत किया जा सकेगा तथा निविदा को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

दिनांक:

स्थान :

हस्ताक्षर निविदादाता

मय पता सील मोहर



ANNEXURE-2

DRAFT AGREEMENT FORMAT

(As per rules on Non-Judicial Stamp Paper of Rs. 500/-)

{to be signed by selected bidder(s) and tendering authority}

An agreement made this _____ (enter date of Agreement) between _____ (enter your firm's name & address) (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 RHC which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part. Whereas the approved supplier has agreed with the RHC to supply to the Registrar General, Rajasthan High Court, Jodhpur, Rajasthan on behalf of (enter name of client organisation) to its various Offices as well as at its branch offices throughout Rajasthan, all those articles set forth in our Work Order No. _____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the approved supplier has deposited a sum of Rs. _____ in the form of: -

- a) Cash/ Bank Draft No./ Banker Cheque/ Bank Guarantee No. _____ dated _____ valid upto _____.
- Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
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 pledged 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 RHC.

Now these Presents witness:

- 1) In consideration of the payment to be made by the RHC through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in our Work Order No. _____ dated ___/___/20___ thereof in the manner set forth in the NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- 2) The NIT, Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice NIT No.: **HC/SK/Procurement/2024-25/78 Dated 04 -01-2025.** 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) Letter Nos. _____ dated _____ received from {bidder} and letter Nos. _____ Dated _____ issued by the RHC. and appended to this agreement shall also form part of this agreement.
- 4) The RHC 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 RHC will through cheque/ DD 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.
- 5) The mode of payment will be as specified in this bidding document/ work order. The prescribed scope of work/ requirement of services and deployment of technical resources shall be effected and completed within the period as specified in the Work Order.

In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which the bidder has failed to supply or complete the work.

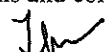
No.	Condition	LD %*
I.	Delay up to one fourth period of the prescribed delivery period of the lot & completion of work	2.50%
II.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period of the lot & completion of work	5.00%
III.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period of the lot & completion of work	7.50%
IV.	Delay exceeding three fourth of the prescribed delivery period of the lot, & completion of work	10.00%

Note:

- i. Fraction of a day in reckoning period of delay in supplies and completion of work shall be eliminated, if it is less than half a day.
 - ii. The maximum amount of liquidated damages shall be 10% of the desired Lot.
 - iii. *The percentage refers to the payment due for the associated milestone/lot.
- If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

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 bidder.

Warranty/ Services shall be provided by the bidder as per terms and conditions of the NIT and Contract.



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

In witness whereof the parties hereto have set their hands on the ____ day of ____ (Year).

Signature with Seal of the Approved
supplier/ bidder

Designation:

Date:

Witness No.1

Witness No.2

Signature for and on behalf of
Registrar General, RHC, Jodhpur

Designation:

Date:

Witness No.1

