

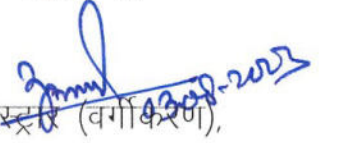
राजस्थान उच्च न्यायालय, जोधपुर  
निविदा सूचना

क्रमांक : HC/SK/Procurement/2023-24/27

दिनांक: 03.08.2023

राजस्थान उच्च न्यायालय में कार्यरत Usher, Chauffeur एवं समकक्ष वेतन भोगी कर्मचारियों तथा अन्य पुरुष व महिला चतुर्थ श्रेणी कर्मचारियों के उपयोगार्थ 144 जोडी Bata Shoes Black No. 831-6471 एवं 144 जोडी Bata Nylon Socks Quality No. 911-1203, की दरों के सम्बन्ध में वस्तु की उत्पादक/अधिकृत विक्रेता/डीलर/स्टॉकिस्ट/अधिकृत शोरूम से मोहरबन्द निविदाएं दिनांक 16.08.2023 दोपहर 03.00 बजे तक आमंत्रित की जाती हैं। निविदाओं का विस्तृत विवरण एवं शर्तें <http://www.hcraj.nic.in> एवं <http://sppp.rajasthan.gov.in> की वेबसाइट पर देखी जा सकेगी।  
(निविदा का अनुमानित मूल्य रूपये 1,78,000/-)

आज्ञा से,

  
रजिस्ट्रार (वर्गीकरण),

# कार्यालय: राजस्थान उच्च न्यायालय, जोधपुर

निविदा एवं अनुबन्ध की शर्तें (Bata Shoes & Socks हेतु)

(निविदा का अनुमानित मूल्य 1,78,000/-)

पृष्ठ संख्या - 1

1. निविदा प्रपत्र मय विवरण दिनांक 05.08.2023 से दिनांक 16.08.2023 दोपहर 02.00 बजे तक कार्यालय के मुख्य रोकडपाल, राज.उ.न्यायालय, जोधपुर से कार्यालय समय में निर्धारित शुल्क देकर प्राप्त किये जा सकते हैं। उक्त मोहरबंद निविदाएँ पूर्ण रूप से भरी जाकर दिनांक 16.08.2023 दोपहर 03.00 बजे तक कार्यालय में पहुँच जानी चाहिए। प्राप्त निविदाएँ दिनांक 16.08.2023 को ही दोपहर 04:00 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 रूपये 178000/- की 2 प्रतिशत राशि रूपये 3560/- 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. निविदादाता फर्म निविदा प्रपत्र में वर्णित सामग्री स्वीकृत नमूनेनुसार एवं वांछित क्वालिटी अनुसार होनी चाहिये। फर्म द्वारा जूते एवं मौजे हेतु दी गई दरें सभी साइजों पर समान रूप से लागू होंगी। यदि सप्लाइ की गई सामग्री निर्धारित मानक/निर्देशों के अनुसार नहीं होने की स्थिति में बिना किसी अतिरिक्त शुल्क के त्रुटि सुधार कर/बदल कर देनी होगी अथवा उसका लागत मूल्य कार्यालय में जमा करवाना होगा।
4. निविदा तय होने पर जूते एवं मौजे के लिये पात्र कर्मचारियों की सूची नाम व पद सहित सम्बन्धित फर्म को उपलब्ध करवाई जायेगी तथा सूची में वर्णित कर्मचारियों को ही जूते एवं मौजे उपलब्ध करवाये जाने हैं। जूते एवं मौजे के बिलों का भुगतान कर्मचारियों द्वारा दी गई रसीद को विपत्र के साथ संलग्न कर कार्यालय में जमा करवाये जाने पर ही, किया जायेगा।
5. सम्बन्धित फर्म को सप्लाइ आदेश का कार्य कार्यालय आदेश प्राप्ति के 90 दिवस के भीतर सम्पूर्ण करना होगा। निविदा में वर्णित दरों के सम्बन्ध में बाजार में किसी भी प्रकार की मूल्य वृद्धि होती है तो इसकी जिम्मेवारी सम्बन्धित फर्म की होगी।
6. निविदा में प्रस्तुत दरें सभी करों सहित शब्दों एवं अंकों में स्पष्ट रूप में लिख कर अंकित करनी होगी। काँट-छाँट होने पर अपने लघु हस्ताक्षर करके दरें पृथक से स्पष्ट रूप से लिखनी होगी। निविदा में प्रस्तुत दरों में सामान की निर्दिष्ट स्थान/राजस्थान उच्च न्यायालय, के भण्डारगृह तक पहुँचाने का व्यय (Handling Charges) भी सम्मिलित होगा।
7. सफल निविदादाता को सप्लाइ 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।
8. निविदादाता फर्म को जूते एवं मौजे की सप्लाइ हेतु Bata के उत्पादक/अधिकृत विक्रेता/डीलर/स्टॉकिस्ट/अधिकृत शोरूम होने का प्रमाण-पत्र आवश्यक रूप से संलग्न करना अनिवार्य है।

दिनांक :

स्थान :

हस्ताक्षर निविदादाता

मय पता सील मोहर

क्रमशः पृष्ठ संख्या - 02

# कार्यालय: राजस्थान उच्च न्यायालय, जोधपुर

निविदा एवं अनुबन्ध की शर्तें (Bata Shoes & Socks हेतु)

(निविदा का अनुमानित मूल्य 1,78,000/-)

पृष्ठ संख्या - 2

9. किसी भी निविदा को पूर्ण रूप से या आंशिक रूप से स्वीकार/अस्वीकार करने का पूर्ण अधिकार कार्यालय को होगा। विभाग न्यूनतम निविदा को स्वीकार करने के लिये बाध्य नहीं होगा। निविदा खोले जाने एवं स्वीकार किये जाने की तिथियों में परिवर्तन का अधिकार अद्योहस्ताक्षकर्ता में निहित होगा।
10. सम्बन्धित फर्म को यदि पूर्व में किसी सरकारी/अर्द्धसरकारी/निजी संस्था के हेतु यदि निविदा प्रपत्र में वर्णित सामग्री हेतु कोई कार्यादेश प्राप्त हुआ है अथवा ऐसे कार्यों का अनुभव हो तो उसे अपने अनुभव प्रमाण-पत्र/कार्यादेश की प्रति निविदा प्रपत्र के साथ संलग्न करनी होगी।
11. उक्त आदेश की पालना में सम्बन्धित फर्म को यदि किसी भी प्रकार की हानि होती है तो इसके लिये कार्यालय किसी भी प्रकार की क्षतिपूर्ति नहीं करेगा न ही कार्यालय की कोई जिम्मेदारी होगी। सप्लाई आदेश की पालना तय समय सीमा में करनी होगी। विलम्ब से किये गये कार्य पर नियमानुसार कार्यवाही अमल में लायी जायेगी।
12. 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।
13. सफल निविदादाता को यह सुनिश्चित करना होगा कि उसके द्वारा सप्लाई की गई सामग्री/माल/वस्तु कार्यालय द्वारा स्वीकृत किये नमूने अनुसार ही हो तथा सामग्री/माल/वस्तु नकली/अन्य ब्राण्ड या मेक का होने की स्थिति में सामग्री/माल/वस्तु की खरीद द्वितीय न्यूनतम निविदादाता या स्थानीय बाजार से क्रय कर अन्तर की राशि सफल निविदादाता से वसूल की जायेगी। जूते एवं भौजे हाल ही के निर्मित होने चाहिए, निर्मित अवधि पुरानी होने पर सप्लाई प्राप्त नहीं की जायेगी।
14. कार्यालय द्वारा निविदा में वर्णित सामग्री के लिये आर.टी.पी.पी. नियम-73 के अनुसार पुनरादेश (Repeat Order) दिया जा सकता है, जिसकी सप्लाई सम्बन्धित फर्म मूल निविदा में वर्णित दरों पर करने के लिये बाध्य होगी।
15. विपत्रों का भुगतान केवल ECS के माध्यम से किया जायेगा तथा इस हेतु निविदादाता को वांछित सूचनाएँ, जैसे - PAN No., GSTIN, Bank A/C No., Name of Bank, Branch, IFSC Code, MICR Code, etc. उपलब्ध करवानी होगी। इस सम्बन्ध में किसी भी प्रकार की सूचना कम अथवा गलत पाये जाने पर होने वाली देरी अथवा नुकसान की जिम्मेवारी इस कार्यालय की नहीं होगी।
16. धरोहर राशि के बिना प्राप्त निविदा को निविदा खोलने के चरण में गैर जबाबदेह के रूप में अस्वीकार कर दिया जायेगा।
17. उपरोक्त शर्तों के अतिरिक्त राजस्थान सरकार के सामान्य वित्तीय एवं लेखा नियम एवं राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 एवं नियम -2013 के प्रावधान भी लागू होंगे।
18. सशर्त निविदा स्वीकार्य नहीं होगी।  
मैंने/हमने उक्त वर्णित नियमों एवं शर्तों को अच्छी तरह से पढ़ लिया है तथा मैं/हम उक्त नियम और शर्तों से पूर्णतया सहमत हैं। इस सम्बन्ध में भविष्य में किसी भी प्रकार के होने वाले विवाद के लिये मैं/हम स्वयं जिम्मेदार 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 an 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 the 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.

दिनांक :  
स्थान :

हस्ताक्षर निविदादाता  
मय पता सील मोहर



**Annexure-B**  
**Declaration by The Bidder regarding Qualification**

**Declaration by the Bidder**

In relation to my/our Bid submitted to ..... for procurement 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 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 do not have, neither have our directors and officers, 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, I/we have not 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:

नांक :  
स्थान :

हस्ताक्षर निविदादाता  
मय पता सील मोहर



**Annexure-C**  
**Grievance Redressal during Procurement Process**

The designation and address of the Appellate Authority

**(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 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:

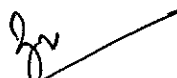
Provided that after the declaration of a bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

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 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 of 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.
- (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:-
- Determination of need of procurement;
  - Provisions limiting participation of Bidders in the Bid process;
  - The decision of whether or not to enter into negotiations;
  - Cancellation of a procurement process;
  - Applicability of the provisions of confidentiality.
- (5) Form of Appeal**
- 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.
  - 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.
  - Every appeal may be presented to Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- (6) Fee for Filing Appeal**
- Fee for filing appeal shall be rupees two thousand five hundred, which shall be non-refundable.
  - The fee shall be paid in the form of a 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**
- The 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.
  - On the date fixed for hearing, the Appellate Authority, as the case may be, shall,
    - Hear all the parties to appeal present before him; and
    - Peruse or inspect documents, relevant records or copies there of relating to the matter.
  - After hearing the parties, perusal or inspection of documents and relevant records or copies there of 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.
  - The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

दिनांक :  
स्थान :

हस्ताक्षर निविदादाता  
मय पता सील मोहर



**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) .....

2. 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

3. If the Appellant proposes to be represented by : .....  
a representative the name and postal address .....  
of the representative. ....

5. Number of affidavits and documents enclose with the appeal:

6. Grounds of appeal:-

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

7. Prayer .....

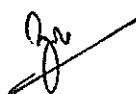
Place .....

Date .....

Appellant's Signature

दिनांक :  
स्थान :

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**Annexure-D**  
**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.-**

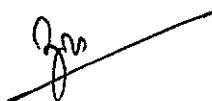
- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (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 **on same terms and conditions**. If the suppliers fail 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.

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Annexure-1

घोषणा-पत्र

(फर्म द्वारा स्वयं के लेटर हेड पर घोषणा पत्र)

उपरोक्त समस्त 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। प्रतीकरूप 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 राशि (Security Deposit Amount) को पूर्ण रूप से समपहृत किया जा सकेगा तथा निविदा को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

दिनांक:

स्थान :

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**ANNEXURE-2 RTGS DETAILS OF FIRM (ON FIRM LETTER HEAD)**  
**(Must be filled)**

Dear sir,

We hereby confirm that we are willing to opt for payment to be received through RTGS/ NEFT. The bank details duly confirm by bank, for receipt of payment against material supply/services, miscellaneous dues.

Bank Details

- 1) Account No. :
- 2) Type of Account :
- 3) Bank Name :
- 4) Branch Name & Address :
- 5) Contact No. of the Branch :
- 6) IFSC No. :
- 7) PAN No. :

Communication Details

- 1) e-mail ID :
- 2) Cell No. :

We authorize you to deduct necessary bank charges of NEFT/RTGS.

We have forwarded a soft copy of the above details to [hc-rj@nic.in](mailto:hc-rj@nic.in) on date –

Yours faithfully,

\_\_\_\_\_

(Signature & Name of auth. sign. with company/firm stamping)

Bank Confirmation

Certified that the furnished above bank details are correct as per our records.

Bank's Stamp

Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_

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### Annexure-3

#### 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 \_\_\_\_\_.
- b) Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
- c) 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/2023-24/27 Dated 03.08.2023** 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 %
a.	Delay up to one fourth period of the prescribed delivery period / commencement of work	2.5 %
b.	delay exceeding one fourth but not exceeding half of the prescribed period / commencement of work	5.0 %
c.	delay exceeding half but not exceeding three fourth of the prescribed period / commencement of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period / commencement of work	10.0 %

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 in 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

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

Designation:

Date:

Witness No.1

