

## राजस्थान उच्च न्यायालय, जोधपुर

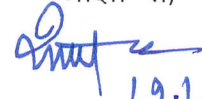
क्रमांक: रेकॉर्ड/रा.उ.न्या./2021/02

दिनांक: 19/01/2021

### निविदा सूचना

राजस्थान उच्च न्यायालय, जोधपुर के लिए वर्तमान में लगभग 50 क्विंटल कटी व फटी रद्दी का विक्रय एवं कार्यालय में वर्ष भर में उपलब्ध होने वाली कटी फटी रद्दी का विक्रय वार्षिक अनुबंध के तहत किए जाने हेतु मुहरबंद निविदाएं दिनांक 30/01/2021 को दोपहर 2:00 बजे तक आमंत्रित की जाती है। निविदा का विस्तृत विवरण एवं शर्तें <http://www.hcraj.nic.in> एवं <http://sppp.rajasthan.govt.in> की वेबसाइट पर देखी जा सकेंगी (अनुमानित मूल्य 4,00,000/- लाख रुपये)

आज्ञा से,

  
19.1.2021

रजिस्ट्रार (वर्गिकरण)

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## राजस्थान उच्च न्यायालय, जोधपुर

:: निविदा एवं अनुबन्ध की शर्तें ::

### A. निविदा जारी करने वाले का नाम एवं निविदा का विवरण

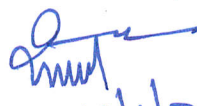
1. रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर (राज०), फोन: 0291-2888500-04, फैक्स: 0291-2888080, ईमेल - hc-rj@nic.in
2. उक्त निविदा सूचना का प्रकाशन नियमानुसार समाचार पत्रों में करने के साथ विभाग की अधिकृत वेबसाइट <http://hcraj.nic.in/tender.php> एवं राज्य सरकार की वेबसाइट <https://sppp.rajasthan.gov.in> पर भी किया जायेगा।
3. निविदा के साथ निविदा शुल्क एवं बयाना राशि बाबत घोषणा पत्र विहित रूप में जमा करानी अनिवार्य है जिसके बिना निविदा निरस्त समझी जायेगी। बयाना राशि घोषणा 50 रुपये के गैर न्यायिक स्टाम्प पेपर पर निर्धारित प्रारूप में जमा करना अनिवार्य है।
4. निविदादाता द्वारा नामित स्थान पर देय दिनांक और समय तक प्राप्त प्रस्तावों को ही मूल्यांकन के लिये योग्य माना जायेगा। मूल्यांकन की सुविधा के लिये कार्यालय अपने विवेकानुसार किसी भी बोलीदाता से लिखित में स्पष्टीकरण मांग सकता है।
5. विभाग द्वारा समय पर प्राप्त निविदाओं को, निविदा सूचना में दर्शाये गए समय एवं दिनांक को क्रय समिति तथा उपस्थित निविदादाताओं के समक्ष खोला जायेगा।
6. विभाग को किसी भी स्तर पर निविदा को, पूर्ण अथवा भाग को, स्वीकार अथवा निरस्त करने का पूर्ण अधिकार होगा। अस्वीकृत/निरस्त निविदाओं के निविदादाताओं से कोई विचार-विमर्श नहीं किया जायेगा।
7. निविदा प्रपत्र में बतायी गयी शर्तों के अतिरिक्त निविदादाता की कोई भी अन्य शर्त स्वीकार नहीं की जायेगी।

### B. कार्य का विवरण

1. अभिलेखागार व कार्यालय में अन्य जगह पड़ी कटी व फटी रद्दी हेतु निविदा की एक दर प्रति किलो (सभी कर एवं खर्च सहित) के हिसाब से दी जावे। दर अंकों व शब्दों दोनों में लिखी जावे। शब्दों व अंकों में लिखी राशि में अन्तर होने पर न्यूनतम लिखी राशि ही स्वीकार्य होगी।
2. निविदा में निविदाकर्ता द्वारा दी गई प्रति किलो दर कार्यादेश दिये जाने की तिथी से एक वर्ष की अवधि हेतु मान्य होगी। यह अवधि नियमानुसार बढ़ाई भी जा सकती है। निविदा में दी जानी वाली दरें राजस्थान उच्च न्यायालय, जोधपुर या अन्य वांछित स्थान से रद्दी उठाने हेतु उद्धृत की जानी चाहिये तथा यह सभी कर एवं लागतें सहित होगी। इसके अलावा अन्य मद में कोई सामान, सुविधा अथवा कार्य के लिये किसी राशि का भुगतान नहीं किया जावेगा।
3. कार्यालय द्वारा रद्दी उठाने की सूचना देने के सात दिवस के अन्दर रद्दी को बोरे में भर कर उठाने का प्रबन्ध निविदाकर्ता को अपने खर्च से करना होगा। रद्दी की तुलाई कम्प्यूटराईज्ड कॉट/धर्म कांटे से करवा कर प्रमाण स्वरूप मूल रसीद कार्यालय में जमा करवानी होगी तत्पश्चात उक्तानुसार रद्दी की कीमत नकद अथवा डिमाण्ड ड्राफ्ट से उसी दिन जमा करानी होगी, चैक द्वारा भुगतान स्वीकार नहीं किया जायेगा। रद्दी भरने हेतु कट्टे (प्लास्टिक) बोरो की व्यवस्था स्वयं निविदादाता को करनी होगी।
4. यदि निविदा में उचित दरें नहीं आती है और अद्योहस्तारकर्ता उचित समझेगा तो खुली बोली द्वारा भी नीलामी करने का अधिकार अद्योहस्ताक्षरकर्ता को होगा अथवा निविदा निरस्त की जा सकती है जिसके लिए निविदादाता कोई दावा करने का अधिकारी नहीं होगा।
5. निविदा स्वीकार करने या नीलामी से संबंधित सारे अधिकार अद्योहस्ताक्षरकर्ता के पास सुरक्षित रहेंगे।
6. यदि कार्यालय वार्षिक अनुबन्ध की अवधि में स्वीकृत की गई दर पर निविदा सूचना में निर्दिष्ट मात्रा से कम या अधिक मात्रा में रद्दी उठाने का आदेश देता है तो निविदादाता इसके लिये किसी भी प्रकार की क्षतिपूर्ति का दावा करने का अधिकारी नहीं होगा।

दिनांक :  
स्थान :

हस्ताक्षर निविदादाता  
मय पता सील मोहर

  
19/11/2024



### C. पात्रता के मानदंड (Eligibility Criteria)

1. निविदा फर्म के निदेशकों/प्रोपराइटरों/साझेदारों/ मालिक/कम्पनी सचिव के अतिरिक्त किसी अन्य व्यक्ति के द्वारा भरी जाने की अवस्था में उस व्यक्ति का निविदा भरने हेतु फर्म के निदेशकों/प्रोपराइटरों/साझेदारों/ मालिक/कम्पनी सचिव के द्वारा अधिकृत किया जाने वाले दस्तावेज की प्रति प्रस्तुत करनी होगी जो फर्म के निदेशकों/प्रोपराइटरों/साझेदारों/ मालिक/कम्पनी सचिव के द्वारा सत्यापित होनी चाहिए।
2. पंजीकरण:—
  - (a) निविदादाता के पास राजस्थान दुकान एवं वाणिज्य संस्थान अधिनियम, 1958 अथवा कम्पनी अधिनियम, 1956 के तहत अथवा इसके समकक्ष अधिनियम के तहत अन्य राज्य/केन्द्र में पंजीकृत होने का प्रमाण पत्र होना चाहिए।  
नोट:— (किसी भी पंजीकरण के लागू नहीं होने की दशा में निविदादाता को स्वयं प्रमाणित घोषणा पत्र लैटर हैड पर अनिवार्य रूप से निविदा प्रपत्र के साथ संलग्न करना होगा)
  - (b) पंजीकरण प्रपत्र की स्वयं द्वारा सत्यापित प्रति संलग्न करनी चाहिये जिसके अभाव में निविदा निरस्त की जा सकेगी।
3. **कार्यानुभव:—** निविदादाता इस तरह के कार्य के लिये दो वर्ष का अनुभव होना चाहिए। निविदादाता अपने प्रतिष्ठान में उपलब्ध संसाधन, अनुभव का विवरण एवं पूर्व में सम्पादित किये गये कार्य का विवरण यदि है तो आवश्यक रूप से संलग्न करेगा। माननीय क्रय समिति या उसके प्रतिनिधि सम्बन्धित फर्म की कार्य क्षमता का निरीक्षण कर तदनुसार निर्णय करने के लिए स्वतन्त्र होंगे।
4. **निविदा मूल्य :** निविदादाताओं को निविदा प्रपत्र के साथ निर्धारित निविदा मूल्य आवश्यक रूप से जमा करवाया जाना है जिसके बिना निविदा निरस्त समझी जायेगी।

### D. बयाना राशि (Earnest Money) एवं प्रतिभूति राशि (Security Money)

1. निविदादाता निर्धारित प्रारूप में 50/— रुपये के Non Judicial Stamp पर बयाना राशि घोषणा पत्र प्रस्तुत करेगा।
2. सफल निविदादाता को दर स्वीकृति के आदेश प्राप्ति के 7 दिवस के भीतर Rajasthan Transparency in Public Procurement Rules, 2013 के नियम 75 के प्रावधानों के अनुसार निविदा के अनुमानित मूल्य की 2.5 प्रतिशत राशि नकद/ बैंक गारण्टी/डी.डी. प्रतिभूति के रूप रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर में जमा करानी होगी।
3. यदि कोई निविदा प्रपत्र बिना निर्धारित अमानत राशि घोषणा का पाया जाता है तो उसे बिना कारण बताये अस्वीकार किये जाने का अधिकार अधोहस्ताक्षरकर्ता के पास होगा।

### E. प्रतिभूति राशि का समपहरण (Forfeiture of Security Deposit) :—

निम्नलिखित मामलों में प्रतिभूति राशि को समपहृत कर लिया जाएगा:—

- (a) जब निविदा में किन्हीं निबंधनों और शर्तों का उल्लंघन किया गया हो,
- (b) जब निविदादाता सम्पूर्ण प्रदाय सन्तोषजनक ढंग से करने में असफल रहता हो,
- (c) जमा कराई गई प्रतिभूति निक्षेप को समपहृत करने से पूर्व युक्तियुक्त समय देते हुए निविदादाता को नोटिस दिया जाएगा,
- (d) बयाना राशि/प्रतिभूति निक्षेप की समपहृत की गयी राशि सम्बंधित विभाग के शीर्ष "अन्य प्राप्ति" में जमा करायी जाएगी तथा अन्तरण प्रविष्टि की व्यवस्था लिए आवश्यक कार्यवाही की जाएगी।
- (e) प्रतिभूति निक्षेप का प्रतिदाय:— अनुबंध की अवधि समाप्त होने के तीन माह पश्चात प्रतिभूति निक्षेप निविदादाता को लौटा दिया जावेगा।

### F. अपात्रता

1- निविदाएं निम्न कारणों से अपात्र घोषित की जा सकती है :

- (a) निविदा सूचना में प्रकाशित अंतिम तिथि एवं समय के पश्चात प्राप्त हुई निविदाएं।
- (b) बिना निविदा मूल्य एवं बयाना राशि घोषणा के जमा निविदाएं।
- (c) अपूर्ण निविदायें एवं भ्रामक अथवा गलत तथ्य/ दावे प्रस्तुत करने वाली निविदायें।
- (d) विभाग द्वारा चाहे गये स्पष्टीकरण को प्रदान नहीं कर पाना/ स्पष्टीकरण को विभाग द्वारा निर्धारित समय के पश्चात प्रदान करना।
- (e) एक से ज्यादा निविदाएं प्रस्तुत करना। ऐसा होने पर फर्म द्वारा भरी गयी समस्त निविदाएं तकनीकी मूल्यांकन में निरस्त की जा सकेंगी।
- (f) अपूर्ण व सशर्त निविदा प्रस्तुत करना।
- (g) तकनीकी व अन्य समस्त अहर्ताओं का पूर्ण न कर पाना।
- (h) निविदादाताओं अथवा उसके किसी प्रतिनिधि का अवांछित रूप से प्रभाव डालना/डलवाना,

 19/11/2024

विवाद इत्यादि करना, रिश्वत इत्यादि का प्रस्ताव करना अथवा गैर कानूनी रूप से तुष्टीकरण करना।

- (i) अल्प वैधता वाली निविदा प्रस्तुत करना।
- (ii) वांछित अनुभव का ना होना।

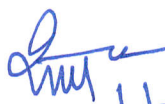
### **G. सामान्य नियम, शर्तें एवं भुगतान**

निविदा हेतु सामान्य नियम एवं शर्तें निम्नानुसार रहेंगे।

1. वित्तीय निविदा में शब्दों एवं अंकों में भिन्नता पाए जाने की स्थिति में शब्दों में वर्णित दरों को ही सही मानते हुए तुलना की जावेगी। यदि गणना में कोई त्रुटि है तो अलग अलग दरों को सही मानते हुए इनके योग की गणना कर तुलना हेतु लिया जावेगा।
2. सफल निविदादाता को कार्यादेश दिए जाने की दिनांक से 07 दिवस में नियमानुसार/कार्यादेश में वर्णित मूल्य के नॉन ज्यूडिशियल स्टाम्प पर अनुबन्ध/करार पत्र मुद्रित कर कार्यालय में प्रस्तुत करना होगा।
3. माननीय क्रय समिति कार्य की प्रकृति को देखते हुए सभी निविदादाताओं को एक साथ वार्तालाप के लिये बुलवाने के लिए स्वतंत्र होगी।
4. निविदा को किसी स्तर पर रद्द करने का अधिकार रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर में निहित रहेगा। न्यूनतम दरें स्वीकार करना अनिवार्य नहीं है।
5. उपरोक्त शर्तों के अतिरिक्त जहाँ आवश्यक हो 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

  
19/11/2021



**Annexure-A**  
**Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall -

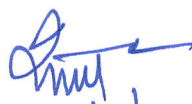
- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial 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 abiding 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.

  
19/1/2024

**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, 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 Bidding Document, which materially affects fair competition;

Date:  
Place :

Signature of Bidder  
Name:  
Designation:  
Address:

  
19/1/2024



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

The designation and address of the Appellate Authority

**(1) Filling 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 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 lien in certain cases**

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

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

**(5) Form of Appeal**


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

**(6) Fee for Filling Appeal**

- (a) Fee for filling 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 of 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 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 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 there of relating to the matter.
- (c) 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.
- (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

  
19/11/2021



**ANNEXURE-8:**

**DRAFT AGREEMENT FORMAT (On Non-Judicial Stamp 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 bidder", 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 bidder has agreed with the RHC 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 bidder 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 bidder will duly 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.: \_\_\_\_\_ 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) 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 printing of cause list work shall 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 bidder at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

  
19/1/24

**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:-

.....

.....

.....(S

upported by an affidavit)

7.

Prayer .....

.....


.....

.....

Place .....

Date .....

Appellant's Signature

  
19/1/2021



**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 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.

  
19/1/2024



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 compliance the work order.

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:

- Fraction of a day in reckoning period of delay in compliance and completion of work shall be eliminated, if it is less than half a day.
- The maximum amount of liquidated damages shall be 10% of the desired Lot.
- \*The percentage refers to the payment due for the associated milestone/lot.

If the bidder requires an extension of time in completion of contractual work on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of work.

work period may be extended with or without liquidated if the delay in the work in on account of hindrances beyond the control of the bidder.

work 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 bidder/ bidder

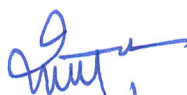
Signature for and on behalf of Registrar General, RHC, Jodhpur

Designation:  
Date:

Designation:  
Date:

Witness No.1

Witness No.1

  
19/1/2021

Annexure-1

घोषणा पत्र

(फर्म द्वारा स्वयं के लेटर हेड पर घोषणा पत्र)

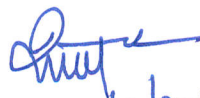
उपरोक्त समस्त जानकारी शर्तों को मैंने/हमने अच्छी तरह अध्ययन कर लिया है। मुझे/हमें यह भी स्वीकार है कि श्रीमान रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर को निर्णय हमारे लिये मान्य होगा। यह भी प्रमाणित किया जाता है कि मेरी/हमारी फर्म द्वारा वास्तव में निविदा में चाहा गया व्यवसाय किया जाता है तथा वांछित मशीन/ उपकरण/ तकनीकी अनुभव व तकनीकी कर्मचारी आदि 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 को पूर्ण रूप से समपहत किया जा सकेगा तथा बिड को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

दिनांक :

स्थान :

हस्ताक्षर निविदादाता  
मय पता सील मोहर

  
10/11/2024

## Form of Bid-Securing Declaration

Date :  
Bid No. :  
Alternative No. :

To :  
-----  
-----

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

In the capacity of :-----

Duly authorized to sign the bid for and on behalf of :

Dated on        day of

Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]

