खुली बोली आंदोलन सूचना - 01/2017-18/3050

भीमीएच एवं समबंधित सामाजिक वर्ग बीकानेर में स्थित एन एस एप काउंसिल केंद्र, बीकानेर / SAKHI OSC (एन एस एस सेंटर) केंद्र के संचालन हेतु पंजीकृत गैर शासकीय संस्थाओं से वित्तीय वर्ष 2017-18 के शेष महीनों के लिए केंद्र संचालन हेतु प्रस्ताव आमंत्रित किये जाते हैं। आपेक्षिक प्रमाण, पानी की शरीर तथा अन्य विद्युत विभागीय वेबसाइट www.wcd.rajasthan.gov.in, http://sppp.raj.nic.in से डाउनलोड करें। इस कार्यक्रम को करें। जनरल निदेशक, महिला अधिकारियों, बीकानेर के कार्यालय में दिनांक 28.08.2017 से 05.00 बजे तक जाना करवाये जा सकते हैं।

<table>
<thead>
<tr>
<th>क्रम संख्या</th>
<th>मानव संसाधन का नाम</th>
<th>अनुमानित लागत</th>
<th>वर्षों</th>
<th>निविदा पुलक तिथि</th>
<th>निविदा प्रक्रिया</th>
<th>जना करने की तिथि</th>
<th>निविदा प्रक्रिया</th>
<th>जना करने की तिथि</th>
</tr>
</thead>
<tbody>
<tr>
<td>01. केन्द्र प्रबंधक - 01 (महिला)</td>
<td>केन्द्र प्रबंधक - 01 (महिला)</td>
<td>05.00</td>
<td>10,000.00</td>
<td>500.00</td>
<td>28.08.2017 से 28.08.2017</td>
<td>03.00 बजे तक</td>
<td>28.08.2017 से 28.08.2017</td>
<td>11.00 बजे तक</td>
</tr>
<tr>
<td>केन्द्र प्रबंधक - 04 (महिला)</td>
<td>केन्द्र प्रबंधक - 04 (महिला)</td>
<td>तीसरा चालन</td>
<td>केन्द्र प्रबंधक - 01 (महिला)</td>
<td>केन्द्र प्रबंधक - 01 (महिला)</td>
<td>28.08.2017 से 28.08.2017</td>
<td>03.00 बजे तक</td>
<td>28.08.2017 से 28.08.2017</td>
<td>11.00 बजे तक</td>
</tr>
</tbody>
</table>

निविदाएं निर्धारित प्रमाण में ही मान्य होंगी। निर्धारित समय के बाद प्राप्त निविदाओं पर कोई विवाद नहीं किया जा सकता।

निविदा तकनीकी बिड पृथक एवं वित्तीय बिड का पृथक सिफारिश एवं दोनों तकनीकी वित्तीय बिड पर एक ही विफाइ में बंट कर देनी होगी। अभाव राशि व निविदा सुल्क का ढांका/बैंक चेक सहायता निदेशक, महिला अधिकारियों, बीकानेर के नाम देख पृथक सिफारिश में जमा करवानी होगी। जिस बोली दशा की पृथक से अग्रणी राशि व निविदा सुल्क पृथक से प्राप्त नहीं होगी। उनकी तकनीकी बिड एवं वित्तीय बिड नहीं खोली जावेगी। सहात्मक निविदा स्वीकार्य नहीं होंगी।

(अनिता मुंका)
जिला कलेक्टर
बीकानेर
Govt. of Rajasthan
Office of District Magistrate Bikaner

NOTICE INVITING BID

NIB. NO - 01/2017-18 / 3050

Dated 16-08-2017

Bid is invited from For Procurement of Services (Outsourcing of services for OSC Sakhi) at Govt PBM. Hospital Premises Bikaner (Old P.O Building) from Exiting Health Society/Institution/outsourced agency/civil society organisation working on issue of VAW identified by the State Govt or a Service provider notified under protection of Women from Domestic Violence Act., 2005 having sufficient human resources having experience minimum 5 years of counseling in the field of violence against women & five years working experience with Department of WCD. Tender can be submitted upto 05.00 PM on 28th Aug 2017. Details may be seen in the Bidding Document on our website www.wcd.rajasthan.gov.in and http://sppp.raj.nic.in Tender form may be purchased from the office of the assistant director Women Empowerment Bikaner up to 28th Aug. 2017 Estimated value of the procurement is Rs. 5.00 Lakh only.

(ANIL GUPTA)
District Magistrate
Bikaner
Govt. of Rajasthan
Office of Assistant Director Women Empowerment Bikaner
Rajasthan
Phone No: 0151-2226018 Department website: www.wed.rajasthan.gov.in

Notice Inviting Bid

BID INVITED
For Procurement of Services (Outsourcing of services for OSC Sakhi)
(For Financial year 2017-2018 (up tp 31-03-2018))

Single Stage
Two Part Bid
Part I
TECHNICAL BID
(To be submitted duly filled along with the Tender)

<table>
<thead>
<tr>
<th>NIB. NO 01/2017-18/-</th>
<th>Date: 16.08.17</th>
</tr>
</thead>
<tbody>
<tr>
<td>निविदा प्रमुख बिक्रेता दिनांक</td>
<td>16.08.2017 से 28.08.2017 को साप्ताहिक 03.00 बजे के तक</td>
</tr>
<tr>
<td>निविदा जमा कराने की दिनांक एवं धरोहर राशि तथा निविदा शुल्क जमा कराने की अंतिम समय</td>
<td>28.08.2017 को 05:00 पी.एम. तक</td>
</tr>
<tr>
<td>निविदा खोलने की दिनांक</td>
<td>29.08.2017 11:00 र.एम.</td>
</tr>
<tr>
<td>निविदा प्रमुख शुल्क</td>
<td>र. 500/-</td>
</tr>
<tr>
<td>प्रतिपादित राशि</td>
<td>5 लाख का 2% - 10000/-</td>
</tr>
</tbody>
</table>

To, BKN
NOTICE INVITING BIDS

1. Single Stage Two-bid unconditioned Bids are invited for **For Procurement of Services (Out sourcing of services for OSC Sakhi)** at राजस्थान एवं साभार विकासालय आदेश के स्थान पर स्थापित जीली समाज सेवा संस्थाओं/भवनात्मक संस्थाओं/सरकारी संस्थाओं में विकल्प द्वारा निर्धारित अथवा वित्तीय संरक्षण में स्थापित अथवा वित्तीय संरक्षण नहीं होने चाहिए।

2. **Out sourcing of services for OSC Sakhi** के बोलीदाता की योग्यताएँ एवं खुली प्रतियोगी बोली की सामान्य शर्तें

**A. तकनीकी योग्यताएँ:**

<table>
<thead>
<tr>
<th>क्रम.</th>
<th>तकनीकी योग्यताएँ</th>
<th>वाचित प्रत्यक्ष</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>बोलीदाता को किसी बारें, कार्यालय, प्राधिकरण निगम द्वारा जोड़े कितेट को फॉर्मेट अथवा फॉर्म नहीं होना चाहिए।</td>
<td>राशि सम्मति 50/- के नीचे ज्ञापित विभाग पर नोटिस परिवर्तित किया।</td>
</tr>
<tr>
<td>2</td>
<td>बोलीदाता के पास महिला अधिकारियों के निमंत्रण के साथ में कार्य करने के क्षेत्राधिकार में सामाजिक काम के रूप में कार्य करने का 3 वर्ष का अनुभव प्रमाण पत्र होना चाहिए।</td>
<td>सलाहकार के अनुभव प्रमाण पत्र की स्वयं सत्यापित छायाप्रति।</td>
</tr>
<tr>
<td>3</td>
<td>बोलीदाता के पास आधार के पैकेट चालू होना आवश्यक है।</td>
<td>पैकेट की स्वयं सत्यापित छायाप्रति।</td>
</tr>
<tr>
<td>4</td>
<td>बोलीदाता फर्म के वित्ठल वर्ष 2016-17 का वेतन/सेटेलन्स/संसाक्षर बनाया नहीं होना चाहिए।</td>
<td>सम्बन्धित संकेत के वाणिज्यिक अधिकारी से वर्ष 2016-17 के संवारा/बीकिनी चुकानी प्रमाण-पत्र की स्वयं सत्यापित छायाप्रति।</td>
</tr>
<tr>
<td>5</td>
<td>बोलीदाता का गत तीन वर्ष (2014-15, 2015-16, 2016-17) में वारिष्ठ टेंडरध्वंस स्वूटकम 30 लाख सम्मति होना चाहिए।</td>
<td>गत तीन वर्ष (2014-15, 2015-16, 2016-17) के वारिष्ठ टेंडरध्वंस स्वूटकम स्वूटकम गर्दी/सीए का प्रमाण पत्र</td>
</tr>
<tr>
<td>6</td>
<td>निविदा स्तर के अनुसार अनुशंसक A से H में घोषणा करनी अवश्य है।</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>निविदाधारियों को तकनीकी निविदा के साथ महिला हिस्सा एवं सलाहकार के रूप में या अथवा किसी प्रकार के प्रशिक्षण के क्षेत्र में प्रदान की गई सेवाओं के साथ का प्रमाण पत्र संग्रह करना होगा।</td>
<td></td>
</tr>
</tbody>
</table>

नोट :-कोई नोट को पूरा करने तथा सामाजिक के तकनीकी मापदंड के अनुसार पाई जाने वाले बोलीदाता की ही वित्तीय बोली खोली जाएगी।
B. वोलीदल्ता को निर्देश/अपेक्षायें :


2. Instructions for submission of Technical Bid

A) Technical Bid should be submitted along with Bid Security (except Concessional amount or Bid Security Declaration where applicable) in the form of deposit through Demand Draft/ Banker's cheque shall be submitted personally or by post in sealed envelopes bearing the reference to NIB and warning as: 'BID FOR NIB. NO 01/2017-18/-dated 16-08-2017 NOT TO BE OPENED BEFORE 29-08-2017 at 11.00 AM' so as to reach office of Assistant Director, Women Empowerment Department Bikaner up to 5.00 PM on 28-08-2017 by post or by hand or dropped in the Bid Box at the office of Assistant Director, Women Empowerment Department Bikaner.

3. Bids received after the specified time and date shall not be accepted.

4. The Bids shall be opened in the office of Assistant Director, Women Empowerment Department, Bikaner on 11.00 AM on 29-08-2017 in the presence of the Bidders or their representatives who wish to be present.

5. Assistant Director, Women Empowerment Department, Bikaner reserves the right to reject any tender without assigning any reason thereof.

6. The Bidders shall have to submit a valid Registration form from Registrar of Societies /GST registration certificate, GST clearance certificate from the concerned Excise/ Commercial Taxes Officer/Registrar of Societies and the "PAN" issued by Income Tax Department which ever is applicable with TDS clearance certificate.

7. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.

8. Tender document can be purchased from the Office of the AD, WE Bikaner on payment of fee Rs. 500/- . Submission of Tender without appropriate BID SECURITY (Earnest Money) shall not be accepted. . The Technical Bid & Financial Bid should be submitted separately. Financial Bid of Bidder who qualifies in technical bid will only be opened later on, the date to be intimated by Assistant Director, Women Empowerment Department Bikaner.

(Signature)

Email-po.we.bika@gmail.com, ph.- 01512226018
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong></td>
<td><strong>The number of the Invitation to Bid is</strong></td>
</tr>
<tr>
<td></td>
<td>NIB. NO 01/2017-18/--- dated 16-8-2017</td>
</tr>
<tr>
<td><strong>2.</strong></td>
<td><strong>The Procuring Entity is</strong></td>
</tr>
<tr>
<td></td>
<td>Member Secretary, Assistant Director Women Empowerment Bikaner</td>
</tr>
<tr>
<td><strong>3.</strong></td>
<td><strong>The services to be procured and Period</strong></td>
</tr>
<tr>
<td></td>
<td>Procurement of human resources services in the field of W.E Operational &amp; Implementing Agency for OSC SAKHI upto 31.03.18</td>
</tr>
<tr>
<td><strong>4.</strong></td>
<td><strong>The price of the Bidding Document</strong></td>
</tr>
<tr>
<td></td>
<td>Rs. 500/- by way of Cash/Demand Draft/Banker's Cheque in the name of Assistant Director Women empowerment, Bikaner Payable at Bikaner</td>
</tr>
<tr>
<td><strong>5.</strong></td>
<td><strong>For clarification purposes only, the Procuring Entity's address is</strong></td>
</tr>
<tr>
<td></td>
<td>Member Secretary, Assistant Director Women Empowerment Bikaner</td>
</tr>
<tr>
<td><strong>7.</strong></td>
<td><strong>The language of the Bid is</strong></td>
</tr>
<tr>
<td></td>
<td>English &amp; Hindi</td>
</tr>
<tr>
<td><strong>8.</strong></td>
<td><strong>The bidder shall submit with its Bid</strong></td>
</tr>
<tr>
<td></td>
<td>Mentioned at Technical Bid Check list</td>
</tr>
<tr>
<td><strong>9.</strong></td>
<td><strong>The Bid validity period shall be</strong></td>
</tr>
<tr>
<td></td>
<td>90 days from the dead line for submission of Bids</td>
</tr>
<tr>
<td><strong>10.</strong></td>
<td><strong>Bid Security (Earnest Money)</strong></td>
</tr>
<tr>
<td></td>
<td>(a) Bid Security/Bid Security Declaration shall be required</td>
</tr>
<tr>
<td></td>
<td>(b) The amount of Bid Security shall be Rs 10000.00 i.e. 2% of Estimated value of out source services cost Rs. 5,00,000.00 offered quantity.</td>
</tr>
<tr>
<td></td>
<td>Bid Security Declaration if required &amp; Demand Draft/ Banker's Cheque in the name of Assistant Director Women Empowerment Bikaner payable at Bikaner, should reach at his office up to 5.00 PM on 28-08-2017.</td>
</tr>
<tr>
<td><strong>11.</strong></td>
<td><strong>Authorization</strong></td>
</tr>
<tr>
<td></td>
<td>Power of Attorney/ Board Resolution Letter of Authorization written on the Letter Head by the Bidder.</td>
</tr>
<tr>
<td><strong>12.</strong></td>
<td><strong>Sale of tender document</strong></td>
</tr>
<tr>
<td></td>
<td>on 16-08-2017 from the office of the AD, WE Bikaner office, Meantime of working days, to 28-08-2017 upto 3.00PM</td>
</tr>
<tr>
<td><strong>13.</strong></td>
<td><strong>Submission of Bids</strong></td>
</tr>
<tr>
<td></td>
<td>Up to 5.00 PM on 28-08-2017 at the office of the AD, WE Bikaner</td>
</tr>
<tr>
<td><strong>14.</strong></td>
<td><strong>Opening of Bids (a) Technical Bid (Financial Bid)</strong></td>
</tr>
<tr>
<td></td>
<td>At 11.00 AM on 29-08-2017 in the office of the AD, WE, Bikaner</td>
</tr>
</tbody>
</table>
15. (a) The Designation and Address of

First Appellate Authority -- commissioner, Women Empowerment Department Jaipur, Rajasthan.

(b) The Designation and Address of

Second Appellate Authority -- Secretary, Women Empowerment Department Jaipur Govt of Rajasthan WCD Department, Sectt., Jaipur

I/ We (..............................................) in the capacity of (-esignation) as bidder have read the introduction, NIB and all the conditions of Bid annexed hereto carefully and agree to abide by all the conditions and have digitally signed and serially numbered all the pages in token of acceptance thereof, details of the bidding firm/company are as below:

Name of Agency/ Firm/Company : ..............................................................

Office Address (with pin code) : ..............................................................

: ................................................................................

: ................................................................................

: ................................................................................

: ................................................................................

Telephone Nos. : ................................................................................

Office : ................................................................................

Residence : ................................................................................

Fax (with STD code) : ................................................................................

E- mail ID : ................................................................................

Mobile : ................................................................................

Statutory Details

GSTN : ................................................................................ EPFO REG NO ................................................................

Income Tax PAN : ................................................................................

Central Excise Registration No. : ................................................................

Bid Security DD/BC No. & Amount : ................................................................

Name of Bankers of the Bidder : ................................................................

& RTGS No. with account no. : ................................................................

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

Date: ________________

Place: ________________

(Attach sheets where-ever necessary and strike out whichever is not applicable)
**TENDER NOTICE**

NIB. NO 01/2017-18/---२०५०

dated 16-08-2017

निविदादाता द्वारा निम्नलिखित राशि Assistant Director Women Empowerment Bikaner Office Rajasthan में नियमानुसार जमा करानी होगीः—

<table>
<thead>
<tr>
<th>क्र. सं.</th>
<th>शुल्क विवरण</th>
<th>शुल्क</th>
<th>भुगतान का प्रकार</th>
<th>देय</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>निविदा शुल्क</td>
<td>Rs.500/-</td>
<td>Demand Draft /BC/ Cash</td>
<td>Assistant Director Women empowerment Bikaner</td>
</tr>
<tr>
<td>2</td>
<td>बोली धरोहर राशि</td>
<td>Rs.10,000.00 (2% of Est. Cost Rs. 5,00,000.00)</td>
<td>Demand Draft/BC</td>
<td>Assistant Director Women empowerment Bikaner</td>
</tr>
</tbody>
</table>

उपयोक्ता राशि निविदादाता द्वारा कार्यालय, Assistant Director Women empowerment Bikaner में दिनांक 28.08. 2017 को सांग 5.00 बजे तक जमा कराना अनिवार्य है।
TENDER NOTICE

NIB. NO 01/2017-18/3050 dated 16-08-2017

Special Terms and Conditions for Tender of procurement of implementing agency for outsourcing of services for One stop centre Sakhi

Instruction: - The Law relating to procurement ' The Rajasthan Transparency in Public procurement Act, 2012' [hereinafter called the Act] and the 'Rajasthan Public Procurement Rules, 2013' [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal http://sppp.raj.nic.in. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provision of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

A. मूल्यांकन कसौटी एवं अनुबंध योग्यता निर्धारण प्रक्रिया :-
   1. सर्वप्रथम बोलीवादों की तकनीकी बोली समिति द्वारा खोली जायेगी। तकनीकी बोली ने सफल पार्श्व गरी बोलीवादों की ही वित्तीय बोली खोली जायेगी। समस्त संवादों के प्रदाता का स्थायी होना आवश्यक है। समस्त संवादों के प्रतिमाह योग के आधार पर मूल्यांकन दर दाता का निर्धारण किया जाएगा।
   2. राजस्थान लोक उपाधि में पारिवर्तित आधिनियम 2012 एवं नियम 2013 में वर्तमान प्रक्रिया के अनुसार बोलीवादों से बातचीत भी की जा सकती है।
   3. बोलीवादों द्वारा समस्त दर में सभी देश राजकीय प्रभारी सहित दी जानी चाहिए किसी भी कारण से कर /प्रमाण की दस्तावेज में वृद्धि होने पर भी अनुमोदित दर में किसी प्रकार की वृद्धि स्वीकार नहीं होगी।
   4. अनगिन्त अन्यवृत्तियाँ दर में वृद्धि होने की दशा में न्यूनतम दर वाले बोलीवाद की दरों को स्वीकार किया जाना बाध्यकारी नहीं होगा। दरे प्रकट्टत नियमों के अनुसार होंगे।
   5. बोलीवाद के द्वारा बोली में प्रस्तुत दर में बोली खुलने की विधि से 90 दिन तक वैध रहेगी। इस अवधि में अनुबंध होने पर दर में वृद्धि वर्ष 2017-18 की समाप्ति तक ही नाप्त होगी।

B. कार्य निषेधान सम्बन्धी शर्तें :-
   1. सेवा प्रदाता के द्वारा प्रस्तुत बांटित योग्यता धारियों के पैनल में से केन्द्र प्रवचन-01(महिला) केंद्र वर्कर-04(महिला) आईटीवर्कर-01, सहायक कर्मचारी-01, सफाई कर्मचारी-1 का अनुमित चयन सकते हैं बोलीवाद द्वारा किया जाएगा।
   2. सफल बोलीवादरा/अनुबंधकर्ता द्वारा अनुबंध को किसी अन्य फॉर्म को सबलेट नहीं किया जा सकता।
   3. सरकार बोलिया अस्वीकार होगी।
   4. बोलीवाद को इस बोली आक्रामण सम्पन्न प्रत्य के साथ संलग्न ए.आर.प्रारूप-11 अन्वित रूप से हस्ताक्षर कर संलग्न करना होगा।
5. सफल बोलीदाता द्वारा कार्य सम्पादन प्रतिभाति राशि आदेशित कार्यदेश की अनुसंधात प्रदान की प्रतिभाति बोली स्वीकार किये जाने की लिखित से 07 दिनों के भीतर डिमांड प्रावर्त / बैंकर चेक आदेश (Assistant Director Women Empowerment Bikaner के नाम दें) जमा कराना होगा। सफल बोलीदाता द्वारा जमा की गई बोली प्रतिभाति राशि का समापन प्रक्रिया सम्पन्न होने के रूप में किये सक्षम (अनुच्छेद समापति के प्रश्नात्मक कार्य सम्पादन प्रतिभाति राशि अनुच्छेद का) को लीटरा (J) जाने होगा। इस राशि पर एवं बोली देने नहीं होगा।
6. लिखित आदेश में सफल बोलीदाता एवं Assistant Director, Women Empowerment Bikaner के मध्य योगिता उत्तरदायी है तो Assistant Director, Women Empowerment Bikaner का किसी अन्य स्वारूप नहीं होगा।
7. सभी प्रकार के कार्यालय-वाद शैक्षक विभाग न्यायालयों में ही प्रस्तुत किये जा सकते हैं।
8. अनुबंध की अधिक कार्य की दरें स्थिर रहेंगी। इनमें किसी प्रकार की बौद्धिक स्वतंत्रता नहीं होगी। दरें में कमी के साधन में राजस्थान उपाधि में पारंपरिका नियम 2013 का नियम 29 (2-3) प्रभावी होगा।
9. सेवाओं के आउट सोर्स अनुसरण ज.म.को अंकित कार्यालय में कार्यालय जाएँ।
10. सेवाओं के आदेशमें मानव संसाधन की 15 दिनों में आपूर्ति नहीं करने पर प्रतिविधि अंकित अनुबंधित बोलीदाता द्वारा देनी होगी,जिसकी दरें निर्धारित होंगी।
   • आपूर्ति आदेश में निर्धारित अंकित के 25 प्रतिशत विलक्षेप के लिए :-25%
   • आपूर्ति आदेश में निर्धारित अंकित के 50 प्रतिशत विलक्षेप के लिए :-5%
   • आपूर्ति आदेश में निर्धारित अंकित के 75 प्रतिशत विलक्षेप के लिए :-75%
   • आपूर्ति आदेश में निर्धारित अंकित के 100 प्रतिशत विलक्षेप के लिए :-10%
   उपरोक्त पर्याय भी अनुसरणकार्य के विषय में अनुसरण उपलब्ध नहीं कराया जाता है।
11. उपरीत-प्रकार एवं गुप्त-विकार संबंधित प्रदाम नहीं किये जाने पर बोलीदाता से किये गये अनुबंध को निरस्त कर कार्य सम्पादन प्रतिभाति जब्त कर ली जायेगी।
12. बोलीदाता के कार्यालय का पूरा फसा गया देलीयों नये बोली प्रस्तुत में अंकित करना होगा।सक्षम समाधी अथवा उसके किसी प्रतिभाति को बोलीदाता के कार्यालय के निर्देशन का पूरा अधिकार होगा।

C. अन्य शर्तें एवं अनुदेश :-
1. Assistant Director Women Empowerment Bikaner द्वारा अनुबंध की अधिकता के दौरान कार्य अंकित करते हुए या बिना अंकित करते 30 दिनों का नोटिंग देकर अनुबंध को समाप्त किया जा सकता है। इस संबंध में अनुबंधकार को किसी भी प्रकार का हजार-खेचर मिलना नहीं दिया जाएगा।
2. सफल बोलीदाता को दर अनुबंधित करने से 07 दिनों अक्षम में अनुबंध रूपरेखाओं के नीन्त ज्योतिषीय दिनांक पर निर्धारित करना होगा।
3. बोली प्रस्तुतीकरण के साधन में किसी को किसी प्रकार की जाननकारी/स्पष्टीकरण Assistant Director Women Empowerment Bikaner कार्यालय से प्राप्त किया जा सकता है।
4. बोलीदाता को राजस्थान लोक उपाधि में पारंपरिका नियम 2013 के नियम 80(2) में वर्णित समाधी शरीर का पालन करना होगा।
5. किसी भी बोलीदाता को राजस्थान लोक उपाधि में पारंपरिका नियम 2013 के नियम 81(3) में वर्णित हित का विचार की सिधियां में नहीं होना चाहिए।
6. राजस्थान लोक उपाधि में पारंपरिका अधिनियम 2012 एवं नियम 2013, समाधी वित्तीय एवं लेख नियम में वर्णित प्रावधान, राज्य सरकार एवं निर्देशालय महिला अधिकारी शिकाया जयपुर द्वारा समाधी-समाधी पर जारी किये जाने वाले दिनांक निर्देश/आदेश को जिस बोली आमंत्रण सुनना हेतु प्रस्तुत किये जाएँ, Assistant Director Women Empowerment Bikaner एवं सफल बोलीदाता द्वारा समाधी एवं बाध्यकारी होंगे।
7. हैदराबाद/अंग्रेजी बौद्धिक अधिनियम की पालन करने हुए हैं प्रस्तुत करना होगा।
8. गैर सरकारी संगठन को बीकानेर महिला उत्तरदायी प्रदाता करने का अनुमत होना चाहिए।
9. संस्था संचालन संबंधी जानकारी

1. संस्था रजिस्ट्रेशन की दिनांक मध्य में नम्बर सहित

2. संस्था में नियुक्त व्यक्ति—नाम, फोटो, पता, योग्यता, अनुवाद एवं टेलीफोन/मोबाइल/ई-मेल (बायोडाटा में या प्रमाणित दस्तावेज पृष्ठ से संलग्न किए जाए)

(1)

(2)

(3)

(4)

3. संस्था के द्वारा किये गए कार्य का विवरण।

4. महिला उपचार/कार्यक्रम के क्षेत्र में किये गये अन्य कार्य का विवरण।

5. भाषा संस्था के प्रति किसी प्रकार की शिकायत हुई है अथवा संस्था को लेकर लिस्ट किया गया है?

यदि हैं तो उनका संदर्भ विवरण।

ख़्वाब संस्था के लिए पात्रता की शर्तें

1. कोई भी संस्था जो राजस्थान संस्था अधिनियम, 1958 (राजस्थान अधिनियम संख्या 28, 1958) अथवा संसारीटी रजिस्ट्रेशन अधिनियम, 1860 (1860 का 21) के अंतर्गत अथवा आयकर अधिनियम, 1961 (1961 का 43) की धारा 12 ।। में अथवा राजस्थान लोक स्वास्थ्य अधिनियम, 1959 (1959 का 2) दृष्टि के रूप में संचालन करेगी तथा राजस्थान राज्य में कार्यरत हो।

2. संस्था का परिक्षण तीन वर्ष से पूर्व का होना अनुशीलित है और इस अवधि में संस्था नियमित रूप से सामाजिक कार्यक्रमों को संचालित करेगी।

3. संस्था के पास प्रशिक्षित/अनुभवी/योग्य महिला परामर्शवादी चाहने के लिए उपलब्ध हो।

4. उन संस्थाओं को प्रशिक्षित दी जाएगी जो महिला संस्करण तथा महिला विकास एवं सशक्तिकरण के क्षेत्र में कार्यरत एवं अनुभवी हो।

ग. केंद्र संचालन हेतु निम्नांकित सेवाएं ली जानी है जिनका विवरण निम्नांकित है:

1. केंद्र प्रविधि पुस्तक-01 पुस्तक

- संस्था केंद्र के प्रविधि पुस्तक कोई भी महिला जो विद्युक स्नातक/एमएसब्स्यू हो।

- जिसे कोई से कम 5 वर्ष का महिला संस्करण से संबंधित मुद्दों पर सरकारी/गैर सरकारी संस्थान (परियोजना/कार्यक्रम) में कार्य करने का अनुभव हो।

- निम्नांकित मुद्दों के लिए प्रशिक्षण प्राप्त किया हो: स्कूली, बहुप्रावीण, स्थानीय निवासी हो।

2. केंद्र मॉडल-04 पुस्तक

- कोई भी महिला जो विद्युक स्नातक/एमएसब्स्यू हो।

- हर वर्ष कोई से कम 03 वर्ष का महिला संस्करण से संबंधित मुद्दों पर सरकारी/गैर सरकारी (परियोजना/कार्यक्रम) में कार्य करने का अनुभव हो।

- स्थानीय निवासी हो।

- योग्यता: स्थानीय स्कूली, बहुप्रावीण, स्थानीय निवासी हो।

- प्रशिक्षण प्राप्त: स्कूली, बहुप्रावीण, स्थानीय निवासी हो।

- अनुवाद: उत्तर 25 वर्ष से 45 वर्ष के नग्न

- निवास: आवेदन करना स्थानीय निवासी हो।
03. आईटी वर्कर—01 पद
- कोई भी व्यक्ति जो स्नातक होने के साथ—साथ आईटी/कम्प्यूटर के क्षेत्र में विषयों में स्नातक हो।
- डाटा मैनजमेंट/डाटामैनेजमेंट/वेब रिसोर्सिंग/विविध काम्प्यूटिंग के क्षेत्र में कम से कम 03 वर्ष का अनुभव हो।
- आयु—सीमा : उम्र 25 वर्ष से 45 वर्ष के मध्य

04. हैंटर/सहायक कर्मचारी—02 पद सफाई कर्मचारी—01 पद कुल 3 पद
- ऐसा व्यक्ति जो साक्षर हो तथा हैंटर/चप्पलारी तथा सफाई कार्य का 3 वर्ष का अनुभव हो।
- आयु—सीमा : उम्र 25 वर्ष से 45 वर्ष के मध्य तथा स्नातक हो।

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<th>अनुमानित संख्या</th>
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<td>हैंटर/सहायक कर्मचारी व सफाई कर्मी</td>
<td>3</td>
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</tbody>
</table>
(i) **Bid Security** का निर्धारण अनुमानित लागत 5.00 लाख के 2% के बराबर होना जारी है।

(ii) निविदादाता ह्वा प्रतिस्पर्धित दरों में समस्त राजकीय प्रभाव निविदा दाता ह्वा प्रतिपक्ष के बाहर किए जायेंगे। इसका मुख्यालय आर्थिक विभाग के समय प्रभावी निर्धारणों के अनुसार होगा।

(iii) निविदादाता ह्वा प्रतिस्पर्धित दरों में, अंकों अधिकतम कार्य के में अन्तर नहीं आए चाहिए।

(iv) Single Rate should be quoted in financial bid.

(v) दरों की तुलना: कुल लागत प्रतिमाह के आधार पर दरों की तुलना की जाएगी।

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02. **मूल्य अभिव्यक्ति व क्रय अभिव्यक्ति:**

A. राज्यस्थल की सूची, तथा एवं महानगर एंटरप्राइज जस की रूप विवाह की अधिसूचना दिनांक 19 नवम्बर, 2015 के निर्देशान्वेषणों के अनुसार मूल्य अभिव्यक्ति व क्रय अभिव्यक्ति दिया जाएगा।

B. राज्यस्थल की सूची, तथा राजस्थान राज्य की किसी भी राजस्थान इकाई को निविदा प्रमुख नियुक्ति निविदा शुल्क 50 प्रतिशत राशि जमा करने पर ही उपलब्ध कराया जाएगा।

03. विधि मान्यता-

निविदादाता, उनके चारों दिन के दिनांक से 90 दिन की अवधि के लिए विधि मान्य होगी।

04. निविदादाता को इस मान्यता के किसी भाग, आयश्वर्य (Interpretation) के बारे में कोई संख्या हो, तो वह ऐसे विनियमों/ तद्विमों के सम्बन्ध में स्वयं या अपने अधिकृत प्रतिनिधियों के माध्यम से प्री-विड विषय पर समाधान प्राप्त कर सकेंगे।

05. निविदादाता अपनी संविदा को या किसी सरकारी भाग को किसी अन्य एजेंसी के लिए नहीं सौंपेगा या उप-भार (सब-लेट) पर नहीं देगा।

06. निरीक्षण:-

A. क्रेडिट अधिकारी या उसका विभागित अधिकृत प्रतिनिधि सभी मुक्तता उपचार व अधिकृत प्रदायकता के परिपक्व का निरीक्षण कर सकेंगा।

B. निविदादाता अपने कार्यालय के परिसर, का जहाँ पर निरीक्षण किया जा सकता है, युक्त पता उस व्यक्ति के नाम व पता के साथ देगे जिससे उस प्रायोजन के लिए सम्मिलन करना होगा।

07. शर्त करना: संदर्भपद सेवा नहीं होने पर अनुबंध निरस्त कर दिया जावेगा।

08. निविदादाता का उसके प्रतिनिधियों की ओर से प्रत्यक्ष या अभाव प्रमुख सक्षम करना/ कराना, एक प्रकार की अनौठी (Disqualification) होगी।

09. क्रेडिट अधिकारी किसी निविदा सेवा के खरीद नहीं करता है या निविदा प्रशंसा में निर्दिष्ट मात्रा से कम मात्रा में संचारित कर देता है तो निविदादाता किसी विशेषता का क्लेन करने के लिए अधिकृत नहीं होगा।

10. No increase in central excise duty shall be allowed on the basis of increase in turnover.
11-Payment: 100% payment of bills shall be released by Assistant Director Women empowerment Bikaner after completion of last working day of month & proper verification of services and all the required documents duly verified are submitted to his office by the Bidder.

12. बोली प्रतिमूर्ति राशि (Bid Security Amount)

A. बोली प्रतिमूर्ति राशि (Bid Security Amount):— Bid Security का निर्धारण अनुमानित लागत के 2% के बराबर किया जायेगा।

निविदा के साथ बोली प्रतिमूर्ति प्रस्तुत की जायेगी। बोली प्रतिमूर्ति राशि के विना निविदा उधार नहीं किया जायेगा। यह राशि Assistant Director Women empowerment Bikaner के पक्ष में बैंकर बैंक /मंगदंद व्यावसायिक अनुमोदन बैंक के विनिर्दिष्ट रूपवर्धन में बैंक गांटी या इ.जी.आर.ए.एस. के माध्यम से, किसी भी एक रूप में जमा करानी होगी।

B. बोली प्रतिमूर्ति राशि का प्रतिदूत (Refund of Bid Security Amount):— असफल निविदादाता की बोली प्रतिमूर्ति राशि निविदा का अनिश्चित रूप से स्वीकार करने के बाद यथा शील लौटायी जाएगी।

C. बोली प्रतिमूर्ति राशि से छूट:— जो फर्म आयुक्त, उद्योग विभाग, राजस्थान सरकार के पास पंजीकृत है उन्हें उन नदी के सम्बन्ध में जिसके लिए वह उस रूप में पंजीयृत है, बोली प्रतिमूर्ति राशि नियमानुसार जमा करानी होगी। किसी राजस्थान के सूचना, लघु एवं मध्य एट्रास्टेजियज उद्योग इकाईयों जो आयुक्त, उद्योग विभाग, राज. जयपुर द्वारा पंजीयृत है। विषय विभाग (राजस्थान सरकार) की अधिनियमन दिनांक 19 नवंबर, 2015 के अनुसार Annexure 'L' के अनुसार जितना उद्योग क्रेडिट द्वारा जारी प्रमाण पत्र एवं Annexure 'M' में कार्य भी के अनुसार निर्धारित स्थायी पद पर प्रस्तुत करने पर बोली प्रतिमूर्ति राशि में नियमानुसार छूट दी जा सकती है। विधिवतः बोली प्रतिमूर्ति/कार्य संपादन प्रतिमूर्ति राशि के अभाव में प्रावधान निविदाओं को विचार नहीं किया जायेगा।

D. उपक्रम नियम, स्वयंसेवाकर्मी नियम, रेखांतर्क समितियाँ, सहकारी समितियाँ, जो सरकार, सरकारी उपक्रम एवं संघ सरकार एवं राजस्थान सरकार की कंपनियों द्वारा नियमित/व्यवस्थित हैं। उक्त से बोली प्रतिमूर्ति राशि/ कार्य संपादन प्रतिमूर्ति राशि नहीं ली जाएगी।

E. अनुमोदन की प्रतीक्षा करने वाला या रद्द की गई या सरकार के निर्धारण के बाद जमा किए गए बोली प्रतिमूर्ति राशि/ कार्य संपादन प्रतिमूर्ति राशि को नई निविदा के लिए बोली प्रतिमूर्ति राशि/ कार्य संपादन प्रतिमूर्ति राशि के प्रति समय दिनित्त्व नहीं किया जायेगा। तथापि, यदि निविदाओं को पुनः आमंत्रित किया जाता है तो बोली प्रतिमूर्ति राशि को उपयोग में लिया जा सकता है।

13. बोली प्रतिमूर्ति राशि का समय पर्याय (Forfeiture of Earnest Money):— बोली प्रतिमूर्ति राशि को निर्धारित मानदंडों में समय पर्याय किया जाएगा।

A. जब निविदादाता निविदा छोड़ देने के बाद किंतु निविदा को स्वीकार के अन्तिम प्रस्ताव को वापस लेता है या उसमें सुधारकरण (Modification) करता है।

B. जब निविदादाता विनिर्दिष्ट समय के भीतर विधित किसी कारण को, जो क्यों हो, निष्पादित नहीं करता है।

C. जब निविदादाता प्रदायक के लिए आदेश देने के बाद कार्य संपादन प्रतिमूर्ति राशि जमा नहीं करता है।

D. जब वह विधित समय के भीतर आदेश के अनुसार सेवा प्रदान करने में असफल रहता हो।

Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government. Bid securing declaration shall necessarily accompany the sealed bid. The bid security may be given in the form of banker's cheque or demand draft.
कुल निविदा संबंधों की अधिकतम लागत के अनुसार रुपये 5.00 लाख धनराशि का आकलन किया गया है। निविदाधारी द्वारा उक्त आधार पर ऑफर माग्रा के मूल्य की 2 प्रतिशत अथवा निविदा शर्तों में वर्णित अनुसार अमानत राशि (Bid Security) जमा कराई जानी है।

14. कार्य तथा कार्य संपादन प्रतिभूति राशि (Performance Security) :-

A. सफल निविदाधारी को आदेश के प्राप्त होने के 7 दिन की अवधि के भीतर निर्णय प्राप्त में एक कार्य पर नियामित करना होगा तथा जिन सामानों (स्टोरेज) के लिये निविदाधारी चौकीकार की गई हैं, उनके मूल्य का 5 प्रतिशत राशि कार्य संपादन प्रतिभूति के रूप में जमा करानी होगी।

B. कार्य संपादन प्रतिभूति निम्नलिखित प्ररूपों में से किसी एक में प्रस्तुत की जायेगी--

(a) "ईजी.एअर.ए.एस. के माध्यम से जमा."

(b) किसी अनुसूचित बैंक का बैंक झापट या बैंकर बैंक.

(c) राष्ट्रीय बैंक पत्र और राजस्तान में किसी डाकघर द्वारा अन्य बैंक के प्रत्यक्ष द्वारा सामान देने के लिए राष्ट्रीय बैंक सही में के अधीन बैंकर रही जा सकती हो। वाली के समय के उनके सार्थक मूल्य पर रस्ते करके अपनी और मूल्य डाकघाट के अनुमोदन से औपचारिक रूप से संस्था के नाम अंतरित की जायेगी।

(d) किसी अनुसूचित बैंक की गांटी/गांटियां। यह जारी करने वाले बैंक से सत्यापित करायी जायेगी।

(e) किसी अनुसूचित बैंक नियात जमा रेजिद(एक्सीआर)। यह बैंकों लगाने वाले के खाले विभाग (हाउसक नियंत्रक, महत्त्वाधिकारी) के नाम होगी और बैंकों लगाने वाले द्वारा अप्रौं मूल्य से उपभोक्ता की जायेगी। विभाग नियात जमा रेजिद को स्वीकार नहीं करें पूर्ण या सुनिश्चित करेगा की बैंकों लगाने वाले बैंक की ओर से विभाग को संबंधित बैंकों लगाने वाले की सहमति के अंतर्गत के बिना, नियात जमा रेजिद का मांग पर संतान/समाप्ति संबंध करने का वचन देता है। कार्य संपादन प्रतिभूति के समस्यारूप की दण्ड में नियात जमा ऐसी जमा नियात जमा पर अर्थव्यापार के साथ सम्पन्न कर ली जायेगी।

C. निविदा के समय जमा करायी गयी बैंक प्रतिभूति राशि को निविदाधारी के आवेदन पर कार्य संपादन प्रतिभूति की राशि के लिये समायोजित किया जायेगा।

D. कार्य संपादन प्रतिभूति के दर्जन में आयुक्त, उद्धोष विभाग, राजस्थान के पास सूचना, लघु एवं मध्यम एनडीएवीजेज के रूप में पंजीकृत हैं उन्हें उन नगदी के सम्बन्ध में जिसके लिये वह उस सूचना में पंजीकृत है, कार्य संपादन प्रतिभूति राशि नियमनुसार जमा करानी होगी। किसी निविदा राजस्थान सार्वजनिक की अवधारणा के अन्दर 19 नवम्बर, 2015 के अनुसार Annexure 'L' के अनुसार जिला उद्धोष केन्द्र द्वारा जारी प्रमाण पत्र एवं Annexure 'M' में फार्म की के अनुसूचित शाखा पत्र प्रस्तुत करने पर ही बैंकों प्रतिभूति राशि में नियमनुसार घट डिल जा सकती है। निर्धारित कार्य संपादन प्रतिभूति राशि के साथ सम्पन्न कर ली जाती है।

E. केन्द्र सरकार एवं राजस्थान सरकार के उपक्रम बैंकों प्रतिभूति राशि/कार्य संपादन प्रतिभूति जमा कराने के मुक्त होंगे।

F. कार्य संपादन प्रतिभूति का समाप्त (Performance Security) :- कार्य संपादन प्रतिभूति राशि को पूर्ण या आधिक सूचना से निम्नलिखित मामलों में सम्पूर्ण किया जायेगा--

(a) जब निविदा की शर्तों का उल्लंघन किया गया हो।

(b) जब निविदाधारी समाप्त सर्वश्रेष्ठ सम्मानजनन झंग से करने में असफल रहा हो।

(c) प्रतिभूति निकेतन को समाप्त करने के मामलों में युवितयुगल समय पूर्व नोटिस दिया जाएगा। इस समय में केन्द्र अधिकारी का हासिल अन्तिम होगा।
G. करार पत्र की पूर्ण करने एवं उस पर स्ट्रॉम लगाने का व्यय निविदादाता द्वारा वर्म किया जाएगा तथा भिंग को उस करार पत्र की एक निरस्त्रता स्ट्रॉम सूचा मूल प्रति निष्प्रस्तुत की जायेगी। जिसकी सत्यापित कोटी प्रति सफल निविदादाता को उपलब्ध करायी जायेगी।

15-Performance security.- The amount of performance security shall be 5% of the amount of supply order. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order. Performance security shall be furnished within 15 days from the date of issue of purchase order in any one of the following forms-

A. Bank Draft or Banker's Cheque of a scheduled bank;
B. Amount more than Rs.---------- Lac can be deposited by way of DD/B.C./Bank Guarantee. Performance security shall remain valid for a period of sixty days beyond the date of completion of contractual obligations of the bidder. This shall be returned after successful completion of the contract. In case non-fulfilment of the contract, security amount so deposited can be forfeited in part or full. Decision of the Director In charge in this regard shall be final. No Interest shall be paid on such deposit. No adjustment of any previous balance against BID SECURITY will be allowed.

16.बीमा :- वन स्ट्रॉम बंटी के समस्त सामान को कार्यकारी एजेंटी को सुपूर्द कर दिया जाएगा एजेंटी चाहें तो अपने खर्च पर उसके/पता सामान का चोरी, नाल, साधन द्वारा आ आग, बाढ़, गैरसंव भर रहने के कारण या अन्य समान जैसे दुष्क, विद्रोही, दंड आदि द्वारा हानि से बचने के लिए बीमा कर सकेंगा। यह बीमा प्रभाव निविदादाता द्वारा वर्म किया जाएगा, तथा यदि ऐसे व्यय किए जाते हैं तो राज्य से इन प्रभाव का भुगतान करने की अपेक्षा नहीं की जाएगी।

17.भुगतान :- कोई अधिम भुगतान नहीं किया जाएगा।

A. विभेद द्वारा फर्म के बिलों से नियमानुसार सेवाकर्ता/वैट/विक्रेता/आयकर/जीएसटी या अन्य देव राजकीय प्रभाव की राशि की वोटी की जाएगी।
B. जब तक पक्षकारों के मथुर, अन्य शामिल न रहे जाए, सेवाओं के प्रदान करने के लिए भुगतान निविदादाता द्वारा क्रेडिट अधिकारी को उचित प्ररूप में सामान्यत: वित्तीय एवं लेखा निर्देशनों के अनुसार वित्त प्रस्तुत करने पर किया जाएगा।
C. परम्परा द्वारा सेवाओं को आउट सोर्स के लिए चयनित इक्विटीटिंग एजेंटी मानव संसाधन हेतु उपलब्ध कराये जाने वाले मानदेव कार्यकर्ताओं के संबंध में उत्तम होने वाली सभी राजकीय देखभालों के भुगतान की जिम्मेदारी रहीगी विभाग की उच्च मानदेव परम्परागत कार्यकर्ताओं के संबंध में कोई विधित जिम्मेदारी नहीं होगी।
D. विवादास्तृक मुद्दों के संबंध में, सहायक निदेशक, महिला अधिकारिणी विभाग,अन्ये, के निर्णयानुसार राशि को रोका जाएगा तथा उस विवाद का निपटारा हो जाने पर उसका भुगतान कर दिया जाएगा।

18.निविदा प्रपत्र में सुपूर्दी के लिए विनिर्देश समय अवधि को संबंधित सारे रूप में समझ जाएगा।

19.परिसमाप्ति नुकसानी :-

A. परिसमाप्ति ब्रति (निकिटेड डेमेज) के साथ सुपूर्दी अवधि में उद्दार करने के मामले में, वसूली नियमानुसार प्रस्तुताता को अधिकार द्वारा पर सेवाओं के मूल्यों के लिए की जाएगी जिनकी निविदादाता सत्यापत करने में असफल रहा है।--
(b) विभेद सुपूर्दी अवधि की एक चौथाई अवधि तक विनिर्देश द्वारा के लिए 2.5 प्रतिशत।
(b) एक चौथाई अवधि से अधिक किन्तु विभेद अवधि की आधी अवधि के लिए 5.00 प्रतिशत।
(c) आधी अवधि से अधिक किन्तु विभेद अवधि की शीत चौथाई अवधि के लिए 7.5 प्रतिशत।

16
B. विलय की अवधि की गणना करते समय आये दिन से कम भाग को छोट दिया जायेगा।

C. परिनिर्माण शक्ति की अधिकतम राशि 10 प्रतिशत होगी।

D. यदि बद्धपत्र (Supplier), किसी बाधाओं के कारण संविदासत्त सेवाओं की सलाह का पूरा करने के लिए समय में दुरूल करना चाहता है, तो वह लिखित में उस प्राधिकारी को आदेश करेगा, जिसके प्राधिकारी अवधि हेतु आदेश दिया है, किन्तु वह उसके लिए निविदा बाधा से घिरते होने पर तुरंत उसी समय करेगा कि सलाह पूरा होने की निर्देशित तारीख के बाद करेगा।

E. यदि माल के सलाह कार्य करने में उत्तराल हुई बाधा निविदादातों के निर्धारण से पहले कारणों से हुई तो सुधरी न की अवधि में दुरूल नियममानुसार परिनिर्माण शक्ति सहित या सहित की जा सकेगी।

F. राशि की कर्तवी फर्म के लिए निश्चित पुराना/ कार्य समाधान प्रतिरूपी राशि में से की जायेगी।

20.परिनिर्माण शक्ति की सलाह, कम सलाह, (लिस्टकोर्टहेड इमेज) के साथ वस्तु की देख राशि (Dues) एवं विधि के अनुसार पुराना कार्य समाधान प्रतिरूपी से की जायेगी।

21.यदि निविदादाता ऐसी शक्ति का आरोपित करता है कि इसमें वर्णित शक्ति के अतिरिक्त है या उनके विदेश में है, तो उसकी निविदा का संकेत रूप में कार्यवाही कर रूढ़ कर दिया जायेगा। किसी भी सूचना में इन्हें से किसी भी शक्ति को स्वीकार किया गया नहीं समझा जाएगा, जब तक कि केंद्र अधिकारी द्वारा जारी किये गये निविदा स्वीकृति के पात्र व विशेष रूप से स्थिरखंड नियमों द्वारा जारी किया गया।

22.केंद्र अधिकारी किसी भी निविदा को जो आवश्यक रूप से प्रभाव दर के निविदा नहीं है, स्वीकार करने, जिन्हें कोई कार्य बनाया, किसी भी निविदा को रूढ़ करने या जिन दस्तावेजों के लिए निविदादाता ने निविदा दी है, उन सबके लिए या किसी एक या अधिक के लिए निविदा को स्वीकार करने या एक फर्म / संस्थापत से अधिक सामान के नदों को वितरित करने के अधिकार को अपने पास आवश्यक रखेगा।

23.निविदा की अपने शारीर एवं विधि - अपने शारीर यथा संशोधन राज्य के साथ स्वीकार, ऐसे संविदा नियमों तथा राजस्थान लोक उपाधि में पारदर्शिता अधिनियम, 2012 (The Rajasthan Transparency in Public Procurement Act, 2012) एवं राजस्थान लोक उपाधि में पारदर्शिता नियम, 2013 (The Rajasthan Transparency in Public Procurement Rules, 2013) में वर्णित प्रावधानों द्वारा की अनुसार होगी। इस संविदा में समानार्थी एवं लेख नियमों एवं राजस्थान लोक उपाधि में पारदर्शिता अधिनियम, 2012 (The Rajasthan Transparency in Public Procurement Act, 2012) एवं राजस्थान लोक उपाधि में पारदर्शिता नियम, 2013 (The Rajasthan Transparency in Public Procurement Rules, 2013) की जानकारी, निविदादाता राजस्थान सरकार (स्वतंत्र विधि) की बैकसैट के माध्यम से कर सकते हैं।

24.यदि संविदा के निर्धारण (Interpretation) आरोप या संविदा की शक्ति के उल्लंघन के सबक्षेत्र में कोई विवाद उत्तराल होता है तो वह प्रकार विभागपत्र को भेजा जाएगा एवं इसमें अतिम निर्धारित विभागपत्र का ही होगा, जो निविदादाता को माफी होगा।

25.निविदा प्रिक्षा में तत्कालीन रूप से सफल निविदादातों के ही विशेष प्रशासनी खोले जाएंगे।

26.निविदा के संबंध में यदि कोई निविदा विधि परिवर्तन/नवन उपाधि होते हैं जिसका उल्लेख इन शक्ति में नहीं है उस मामलों के सम्बन्ध में प्रवर्तित नियमों के आधार पर निर्णय लिया जाएगा। यदि नियमों में भी कोई समाधान उपलब्ध नहीं होता है तो विभागपत्र द्वारा निर्णय लिया जाएगा जो कि अतिम रूप से माफी होगा।

27.समतल विधिक कार्यवाही, यदि संस्थान या संविदा का अधिकारी या संविदादाता द्वारा स्वपन साधनों में स्थित व्यापारियों में ही देश की जायेगी।

सभी हेतु या विधि के साथ संबंधित कर्त्तव्य गये समस्त ददाताओं की प्रभाविता की जाने वे हेतु अपने स्तर पर कर ली जायेगी। सभी ददाता/ विधि/ विधिपत्र/ विधिपत्र रूप से संबंधित होता है। यदि निविदा प्रक्रिया या निविदा प्रक्रिया के प्रवर्तन किसी भी स्तर पर उल्लंघन ददाताओं की प्रभाविता असिद्ध रहती है तो इसके लिए हेतु/ है/ पूरे सूचना उत्तरदायी
28-Estimated Value of Tender :- The value Rs. 5.00lacs mentioned in the Tender notice is approximate and tentative and subject to variation as per Rajasthan Government directives and policies. The Assistant Director, Women Empowerment Bikaner reserves the right to change the out source services any time during the contract period.

29-Cancellation : In case The Assistant Director, Women Empowerment, Bikaner do not require part or entire ordered quantity, due to any reason, it may cancel the part or entire order during the period of contract and/or any extended period, for which no claim of the supplier shall be entertained.

30-Any duty, taxes etc. paid at the time of purchase shall be refunded to The Assistant Director, Women Empowerment Bikaner in the event of the sum being held to be not payable.

31-Repeat Order - The limits of repeat order shall be upto 50% of the value of goods/services period of the original contract.

32-Inspection :

A. The The Assistant Director, Women Empowerment Bikaner will carry out sudden inspection of the office of the Bidder before or during the supply contract without prior intimation. If the office is found un-functional or the details of the human resources if found otherwise than as mentioned in the Tender, BID SECURITY/SECURITY DEPOSIT might be forfeited.

B. The Assistant Director, Women Empowerment, Bikaner reserves the right to reject the bid of bidders whose report have been found unsatisfactory any time during the supply contract or Bidder s who have been debarred for any reason anytime during the supply contract.

C. Technical Bid must be submitted in the Tender Envelope containing the Technical Bid and Financial Bid. The Technical bid along with the BID SECURITY and Tender Fee should be kept in a separate Technical Envelope and the financial bid should be kept in the separate Financial Envelope.

D. Bidder should enclose certified copy of all the required document as per checklist enclosed with Tender form.

E. Bidder should enclosed certificate showing specifying categories of his firm/society/organisation etc.

F. The Bidder would necessarily enclose copy of permanent registration as SSI Unit from the competent authority, if applicable.

G. No counter condition shall be accepted.

H. Income Tax, other taxes shall be deducted at source from suppliers bills, if applicable and no reimbursement of the same shall be made by The Assistant Director, Women Empowerment Bikaner.

33-Comparison of rates of firms outside and those in Rajasthan.- While tabulating the bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax shall be included in the rates of firms from outside Rajasthan for evaluation purpose.

34-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, in such cases, the quantity
may be divided among 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 as the lowest. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall account 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.

35-Execution of agreement.- The bidder shall execute the agreement on a non judicial stamp of specified value at its cost.

36-The Special Terms & Conditions shall prevail upon where ever the same are in Contradiction with the General Terms & Conditions. In case of dispute regarding interpretation of any terms and conditions in the Tender Document the same should be got clarified by the Bidder before submitting the Tender. At any stage of the Tender decision of the Procurement Committee shall be final and binding on all the Bidders. Any request for changing of any conditions/quoted price or inclusion of any document etc. After submitting the Tender Document unless called for by written fax shall not be entertained.

37-मैंने सहना उपरोक्त को ध्यानान्वृत्ति पड़कर समझा है तथा उपरोक्त से सहमति है।

38-Please read carefully and comply :-

Annexure A: Compliance with the Code of Integrity and No. Conflict of Interest
Annexure B: Declaration by Bidders regarding Qualifications
Annexure C: Grievance Redressal during Procurement Process
Annexure D: Additional Conditions of Contract
Annexure E: निविदादाता द्वारा घोषणा (as per SR11)
Annexure F: निविदादाता द्वारा घोषणा (not being black listed)
Annexure G: Declaration by bidder (Manufacturer's authorisation)
Annexure H: Declaration by bidder (under Sec 7 of RTPP Act 2012)
Annexure I: Technical Bid Submission Sheet
Annexure J: List of Place of delivery of out sourcing services
Annexure K: List of description of out sourcing of services
Annexure L: Certificate from District Industries Centre
Annexure M: Format of Affidavit
CHECK LIST
AAVDEN FORM
AAVDEN FORMAT

Annexure N: Financial bid for out sourcing of services

SR Form No. 15, 16, 17

{Seal and Sign Bidder}
### TECHNICAL BID (CHECK LIST)

To be filled by the bidder

(Information to be provided along with the Tender Documents & requisite BID SECURITY. Without Bid security the Tender shall not be considered for Evaluation)

<table>
<thead>
<tr>
<th>SN</th>
<th>Particulars</th>
<th>Details to be filled by bidder</th>
<th>Pg. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the service proposed by bidder</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 2  | Name of the Owner  
(Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.) | | |
| 3  | Address:-  
  i. Office Address, Phone No, Fax No, Email | | |
| 4  | Service provider (Enclose copy of regn. As service provide) | | |
| 5  | Whether Registered with the Industries Department  
  (if yes kindly indicate number with date and validity of SSI Industries along with filled for which SSI certificated held) Relevance certificate would be need for Bid  
  (Enclose Copy of Permanent SSI Unit Certificate or equivalent) | | |
| 6  | GST Tax Regn. No (Enclose Copy of Certificates of regn. form). | | |
| 7  | TIN (Registration with the Sales Tax Department)  
  (Enclose Copy of Certificates of TIN) | | |
| 8  | VAT/CST /Service Tax clearance certificate from the concerning commercial taxes officer with the date of issue of the certificate  
  (Enclose copy of Certificate year 2016-17) | | |
| 9  | Latest VAT challan/ CST challan /Return/Ser.tax  
  (Enclose Payment copy of latest Challan of last quarter) | | |
| 10 | Income Tax Permanent Account No.  
  (Enclose copy of PAN No.) | | |
| 11 | BID SECURITY Submitted as per offered quantity  
  (Mention Details of DD) | Offered quantity ---------  
  Bid amount Rs. (DD No.) | |
| 12 | Affidavit for SSI Unit (On Rs 100/- non judicial stamp Paper duly Notarized) | | |
| 13 | Name of users to whom services have been made in the last Three years (Enclosed List) | | |
| 14 | Copy of last three year audited annual accounts | | |

**Please Note:**
1. All the Copies Submitted should be duly self-attested.
2. Rajasthan Parties shall be given preference as per rules of Rajasthan Government only on furnishing the latest valid Price Preference Certificate from the Industries Department)
3. If required documents not submitted then mention the reason of non submission of documents

Signature of the  
Bidder with Seal  
Mob. No.   Email
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.

Deel
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:

Doc1
Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012 Appeal No .........of .............
Before the ....................................(First / Second Appellate Authority)

Particulars of appellant: 
(AS ABOVE)
(i) Name of the appellant: 
(ii) Official address, if any: 
(iii) Residential address: 

Name and address of the respondent(s): as above
(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
Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Director, ICDS, Rajasthan
The designation and address of the Second Appellate Authority is Secretary, WCD, Rajasthan

(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.
(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.
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. 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.

ii. 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 50% of the value of Goods/services 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.
निविदादाता द्वारा घोषणा

मैं/हम घोषणा करता हूँ/करते हैं कि मैं/हम ने जिन मालों/सामानों/उपकरणों/सेवा प्रदाता कार्य के लिए निविदा दी है, उनका/उनको मैं/हम बोनाफाइड प्रदाता/प्रदाता के अधिकृत प्रतिनिधि (Authorised Signatory) जिसे इस निविदा हेतु अधिकृत किया गया है/केंद्र सरकार/राज्य सरकार के उपकरण है।

यदि यह घोषणा असत्य पायी जाए तो किसी भी अन्य कार्यवाही जो की जा सकती है पर प्रतिकृत प्रभाव डाले बिना, मेरी/हमारी प्रतिनिधि को पूर्ण रूप में सममत किया जा सकता तथा निविदा को जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकता।

दिनांक

हस्ताक्षर

फर्म का नाम

पता

'कृपया सही पर  ✔ करें।
निविदादाता द्वारा घोषणा

मैं/हम घोषणा करता हूँ/करते हैं कि मैंने/हमने जिस सेवा प्रदाता कार्य की आपूर्ति का कार्य जहाँ कहीं कहीं भी किया है, उस कार्य हेतु विवाद 3 वर्षों में कार्य समय पर पूर्ण न करने के कारण हमें किसी भी सरकारी विभाग/उपक्रम /कंपनी द्वारा ब्लैकलिस्ट नहीं किया गया है।

हम यह घोषणा करते हैं कि हमे किसी भी न्यायालय में सेवा प्रदाता कार्य के संदर्भ में कोई वाद लम्बित नहीं है तथा इस विश्वासन्तर्गत हमें किसी भी न्यायालय द्वारा दल्लित नहीं किया गया है।

दिनांक

हस्ताक्षर

फर्म का नाम

पता
Service Provider's Authorization (In case of procurement valuing more than Rupees 10 lakh)

Service Provider's Authorizations

NIB. NO. ____________________________________________

To,
Assistant Director
Women Empowerment Bikaner.

WHEREAS

We, who are Service Provider at _______________ do hereby authorize
__________________________________________ to submit a Bid in relation to the Invitation for Bids
indicated above, the purpose of which is to provide Out source of services for OSC SAKHI
Bikaner by us ________________________ and to subsequently negotiate and sign the
Contract. We hereby extend that the services provided by us shall be free from defects arising
from any act or omission by us or arising providing services, with respect to the services
offered by us in reply to this Invitation for Bids.

Name ________________________________

In the capacity of: ________________________________

Signed ________________________________

Duly authorised to sign the Authorizations for and on behalf of ________________________________

Tel: __________________ Fax: __________________ e-mail ________________________________

Date ________________________________

(Shall be submitted along with the Bid Security)
Declaration by the Bidder

In relation to my/our Bid submitted to Assistant Director Women Empowerment Bikaner for procurement of Outsourcing of services for OSC Sakhi in response to their Notice Inviting Bids NIB. NO----------------- or as per revised date.

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 Director, Women Empowerment Jaipur.

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: 

(Shall be submitted along with the Bid Security)
Technical Bid Submission Sheet

NIB. NO. __________________________

To,
The Assistant Director
Women Empowerment Bikaner

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document. We offer to supply in conformity with the Bidding Document and in accordance with the supply schedule given from time to time for out sourcing services.

(b) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(c) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5% of the Contract Price or Performance Security Declaration for the due performance of the Contract.

(d) Our firm, for any part of the Contract, have nationalities from the eligible countries.

(e) We are not participating, as Bidders, in more than one Bid in this bidding process, in the Bidding Document.

(f) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity.

(g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(i) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.

(j) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document in this procurement process and in execution of the Contract;

Name/ address: __________________________

In the capacity of: __________________________

Signed : __________________________

Duly authorised to sign the Bid for and on behalf of __________________________ Date __________

Tel: ________ Fax: ________ e-mail: __________

(Shall be submitted along with the Bid Security)
List of Place of Delivery of Outsourcing Services:

<table>
<thead>
<tr>
<th>Sr.</th>
<th></th>
<th>Annexure –J</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>पी.बी.एम एवं सम्बद्ध विकित्सालय वर्ग बीकानेर</td>
<td>As per tender document</td>
</tr>
</tbody>
</table>

Date: 
Signature of bidder
Place: 
Name:
Designation:
Address:
## Description Out sourcing Services:

<table>
<thead>
<tr>
<th>क्र.स</th>
<th>सेवा प्रदाता मानदेय पद स्पेसिफिकेशन</th>
<th>मात्रा</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>केन्द्र प्रबंधक(महिला)</td>
<td>01</td>
</tr>
<tr>
<td>2</td>
<td>केस वर्कर(महिला)</td>
<td>04</td>
</tr>
<tr>
<td>3</td>
<td>आईटी वर्कर</td>
<td>01</td>
</tr>
<tr>
<td>4</td>
<td>हेल्पर/ सहायक कर्मचारी व सफाई कर्मी</td>
<td>3</td>
</tr>
</tbody>
</table>

Date:

Signature of bidder

Place:

Name:

Designation:

Address:
Office of the District Industries Centre

CERTIFICATE
(See clause 10)

File No. 

Date 

It is certified that M/s was inspected by on dated and the facts mentioned by the enterprise are correct as per the record shown by the applicant. The enterprise is eligible for Price Preference or Purchase Preference or both under this notification. The certificate is valid for one year from the date of its issue.

Office Seal

Signature
(Full Name of the Officer)
General Manager
District Industries Centre
Rubber Seal/Stamp

Enclosure- (1) Application
(2)
(3)
Form -B
Format of Affidavit
(On non judicial stamp paper of Rs, 50/-)

I.........................................................S/o...........................................aged......................yrs....... residing at........................................Proprietor/Partner/Director of M/s ......................................................... do hereby solemnly affirm and declare that:

A. my/our above noted enterprise M/s.....................has been issued acknowledgement of Entrepreneurial memorandum Part- II by the district industries Centre........................................

  The acknowledgement No. is................................dated..........................and has been issued for manufacture of following items.

  Name of Item

  Production Capacity (Yearly)

  (i)
  (ii)
  (iii)
  (iv)
  (v)

B. My/our above noted acknowledgment of Entrepreneurial Memorandum Part-II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.

C. My/Our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.

Place .........................

Signature of
Proprietor/Director
Authorized Signatory with
Rubber Stamp and date

33
RATE CONTRACT AGREEMENT

This Agreement is made on the __ day of __________ 2017 between Assistant Director Women Empowerment Bikaner having its Office at Bikaner. (Hereinafter referred to as 'AD WOMEN Empowerment') –

AND

M/s ______________________ having its office ______________________ (Hereinafter referred to as the eligible 'Bidder') on the terms and conditions set forth hereunder:

FIRST PARTY

SECOND PARTY

1. The expression of first and second party shall mean and include their Representatives, Heirs, Successors, Legal Representative Administrators, Nominees & Assigns etc.

2. That the duration of this contract shall be one year from ______ to ______ Assistant Director Women Empowerment Bikaner reserves the right to increase the quantity up to 50% on same rate, terms & conditions & further extend the duration up to ______ as per requirement of Assistant Director Women Empowerment Bikaner. Supply schedule may be issued in aforesaid period.

3. That the tender form as submitted by the Bidder and all the terms and conditions enumerated therein as well as that in the Purchase Order, provision of which would have superseding effect in case of any contradiction in any condition of the tender and that of the Purchase Order.

4. The conditions of the tender and contract for open tender enclosed to the NIB. 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.

5. Purchases Order No. ________ dated ________ issued by the AD,WE and appended to this agreement shall also form part of this agreement.

6. A. The Assistant Director Women Empowerment Bikaner 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 AD,WE will pay through RTGS/Cheque/D.D 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.

B. 100% payment of bills shall be released by Assistant Director Women Empowerment Bikaner supplies made/Services Provided on receipt of verified bills from the service provider within 30 days.

7. The Assistant Director Women Empowerment Bikaner reserves the right to reduce or altogether cancel the approved quantity of supply. The Assistant Director Women Empowerment Bikaner shall not be liable for any claim by the Bidder in such an event.

8. The Bidder shall provide services as per the given specification and in accordance with the time given in the order & time schedule.

9. A. If the contractor fails to execute the order/contract within the period specified in the Tender form / supply schedule, and if such failure to deliver/complete in prescribed time as aforesaid have risen from, any unforeseen cause such as strike, fire, accident, act of GOD resulting similar reasons which the Assistant Director Women Empowerment Bikaner may find valid for an extension of the time he may extend the period without charging any agreed liquidated damages, His decision shall be final regarding the sufficiency or otherwise of ground for extension of time.

B. Should the Bidder fail to execute the order/contract within the period specified in the Tender Form/ Supply Schedule. The Assistant Director Women Empowerment Bikaner may at his discretion allow extension of time, subject to recovery from the Bidder as liquidated damages and not by way of penalty, as sum equal to the following percentage of the value of goods which the Bidder has failed to supply for the period of delay as stated below :-

(a) Delay upto on fourth period of the prescribed delivery Period. 2 1/2%

(b) Delay exceeding one fourth but not exceeding half of the 5% Prescribed delivery period.
(c) Delay exceeding one Half but not exceeding three 7 ½% fourth of the prescribed delivery period.
(d) Delay exceeding three fourth of the prescribed delivery 10 % Period.

Notes:
(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) When the successful Bidder is unable to complete the order/contract within the the specified or extended period the Assistant Director Women Empowerment Bikaner, Rajasthan shall be entitled to accept supply and get the work done from the open market without notice to the Bidder, but at his risk and cost i.e. Bidder "s Account and risk. The services or any part thereof which the Bidder has failed to supply or if not available, the best and nearest available substitute thereof or to cancel the contract and the Bidder shall be liable for any loss or damage which the Assistant Director Women Empowerment Bikaner, Rajasthan sustained by reason of such failure on the part of the Bidder. But the Bidder shall not be entitled to any gain on such purchase made against default. The recovery of such loss or damage shall be made from any sum accruing to the Bidder under this or any other contract with the Assistant Director Women Empowerment Bikaner, Rajasthan. If recovery is not possible from the bills and the contractor fails to pay the loss or damage within one month, the recovery shall be made under any law for the time being in force or from any other bills outstanding with the Assistant Director Women Empowerment Bikaner, Rajasthan.
(iv) If the supplier requires an extension of time in completion of contractual supply of services 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.
(v) 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.

10. Assistant Director Women Empowerment Bikaner, Rajasthan reserves the right to conduct sudden/random inspection of the services / goods Provided to check the quality of supplied items at any place even after the final payment. If qualities of supplied goods/services provided are not found up to the mark, Necessary legal action as per law will be taken & suitable deduction shall be made from the bill. The decision of the Assistant Director Women Empowerment Bikaner will be final and binding to the supplier firm. In this regard claim of any supplier shall not be accepted.

11. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Bikaner only.

12. That this Agreement shall bind the above party and their respective heirs, representatives & assigns. In witness there of the Assistant Director Women Empowerment Bikaner and the Bidder have here unto set and subscribed their respective signatures in the presence of following witnesses:-

For M/s.
Authorized Signatory

Witness
1.  
2.  

Assistant Director Women Empowerment Bikaner

Witness
1.  
2. 

[Handwritten signatures]
(Annexure 'N')

Tender Inviting Authority: Assistant Director Women Empowerment Bikaner

Name of Work: Out sourcing of services

Contract No: ___________________________ Dated ________________

**PRICE SCHEDULE**

(This BOQ template must not be modified/ replaced by the bidder and the same should be submitted tender documents after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

**NOTE:-**
1. THE ITEMWISE UNIT PRICE SHOULD BE QUOTED EXCLUSIVE SALES/VAT TAXES & INCLUSIVE OF EXCISE DUTY AND OTHER TAXES.
2. THE RATE INCLUDING F.O.R UPTO DESTINATION ('Annexure')
3. CENTRAL SALE TAX/ VAT SHALL BE MENTIONED SEPERATLY

<table>
<thead>
<tr>
<th>S. No</th>
<th>Item Description</th>
<th>Quantity</th>
<th>UNIT PRICE (In Rs.) To be entered by the Bidder Rs. P</th>
<th>CENTRAL SALE TAX/ RAJASTHAN VAT PAYABLE As applicable (%)</th>
<th>TOTAL AMOUNT Without Taxes</th>
<th>TOTAL AMOUNT With Taxes</th>
<th>TOTAL AMOUNT In Words for one months</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>केन्द्र प्रबन्धक(महिला)</td>
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<td>INR ......Only</td>
</tr>
<tr>
<td>2</td>
<td>केंस वर्कर(महिला)</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>INR ......Only</td>
</tr>
<tr>
<td>3</td>
<td>आईटी वर्कर</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>INR ......Only</td>
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<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>INR ......Only</td>
</tr>
</tbody>
</table>

Place:

Signature of bidder

Name:

Designation:

Address:

[Signature]

36

[Stamp]
01. केंद्र सचालन हेतु पंजीकृत संस्था

- नाम-
- पूरा पता
- टेलीफोन/ मोबाइल नंबर
- फैक्स नं./ई-मेल

02. संस्थान पंजीकरण संख्या–
- (प्रमाण-पत्र संलग्न करे)

03. अयोध्या का नाम

- पूरा पता
- टेलीफोन/ मोबाइल नं

04. सचिव का नाम,

- पूरा पता
- टेलीफोन/ मोबाइल नं

- ह. संस्था प्रमाणी मय सील
  - नाम-
  - पता-
  - टेली/मो.0
  - फैक्स नं./ई-मेल

नोट:

1. संस्था द्वारा सेवाओं का विवरण भी आवेदन पत्र के साथ संलग्न कर सकती है परन्तु चयन अधिकार मूल्यांकन से संबंधित संस्थाओं/संस्था के अनुसार ही किया जायेगा।

02. एक से अधिक पत्र गैर शासकीय संस्थाओं की स्थिति में प्रबंधन कमेटी के माध्यम से गैर शासकीय संस्थाओं के प्रमाणी/अयोध्या के साक्षात्कार आयोजित कर योग्यता के आधार पर परमाणुवादी उपलब्ध कराने वाली एक गैर शासकीय संस्था का चयन किया जायेगा।
01. नाम :

02. पिता/पति का नाम:

03.जन्म तिथि :

04. पता :

05.शैक्षणिक योग्यता :

06.अनुवाद :

07.टेलीफोन/मो.0 — :

08.ई—मेल :

प्रार्थी के हस्ताक्षर

ह. संस्था प्रमाणी मय सील

नाम—

पता—

टेली/मो.0 —

फैक्स नं./ई—मेल

नोट— आयु प्रमाण—पत्र, शैक्षणिक योग्यता प्रमाण—पत्र तथा अनुभव प्रमाण—पत्र की स्व—प्रमाणित प्रति पृथक से संलग्न की जाए।

सभी प्रतिशिवायों व पदों के लिये पृथक पृथक भरा जायेगा।
OFFICE OF ..........................................................

(See Rule 68)
TENDER FORM

I. Tender for: ................................................. (name of the articles for which the tender is submitted)

II. Name and postal address of the firm submitting the tender.

III. Addressed to: ...........................................

IV. Reference: ..................................................

V. The tender fee amounting to Rs. ............ No. ............ has been deposited vide cash receipt and
date/Crossed Postal Number ............ We agree to abide by all the conditions mentioned in. Tender Notice

VI. Number ............ and also the further condition of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of our acceptance of the terms mentioned therein).

VII. The rates for the supply of following items are as under and the quantity to be supplied noted against each:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of article with specification</th>
<th>Rate</th>
<th>Net Price</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>3</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

Only basic price. All other levies: Excise duty, Central-Sales Tax, Rajasthan Sales Tax, Octroi (if any); cartage, packing etc. may be shown separately. Any discounts e.g. quantitative discounts and others may also be mentioned in details.

from the date of the receipt of

VIII. Goods will be delivered within a period of ............ order/goods will be delivered as under:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Period/Date if any.</th>
</tr>
</thead>
</table>

The period can be extended

IX. The rates quoted above are valid upto ............ with mutual agreement.

X. Bank Draft/Bankers Cheque No. ............ Drawn on (Name of the Bank)/Cash receipt No. ............ /Challan No. and date ............ for Rs. ............ to cover earnest money is enclosed.

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

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

Signature of tenderer

Encl.
SR FORM – 16

CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER
(See Rule 68)

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

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice.

2. Tenders by bona-fide dealers: Tenders shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration in the SR FORMS 11.

3. (i) Any change in the constitution of the firm, etc., shall be notified forthwith by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

(ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/she 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 Tax Registration and Clearance Certificate: No Dealer who is not registered under the Sales Tax Act prevalent in the State where his business is located shall tender. The Sales Tax Registration Number should be quoted and a sales tax clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the tender is liable to rejection.

5. (Income Tax Clearance Certificate: Tenderers will have to submit an Income Tax Clearance Certificate from the Income Tax Officer of the circle concerned along with the tenders without which tender may not be considered.)

6. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.

7. Rate shall be written both in words and figures. There should not be errors and/or over-writings, corrections if any, should be made clearly and initialed with dates. The rates should mention element of the Rajasthan State Sales Tax and Central Sales Tax separately.

8. All rates quoted must be FOR destination and should include all incidental charges except octroi, Central/Rajasthan Sales Tax which should be shown separately. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises of Purchase Officer. Goods to be purchased are for the purpose of official use, hence octroi is not payable. The rates, therefore, should be exclusive of octroi and local tax, in case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of octroi and local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order.

9. (i) Comparison of Rates: In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element

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

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

10. Price Preference: [Price preference/preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995.)]
11. Validity: Tenders shall be valid for a period of three months from the date of opening of Tender.

12. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.

13. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

14. Specifications:
(i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.

(ii) The supply of articles marked with asterisk/at serial number..........., shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the Purchase Officer/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderers.

(iii) Warranty/Guarantee clause: The tenderer would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of........ days/months from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of........ days/months, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The tenderer shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the Purchase Officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

(iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

(v) In case of machinery and equipment specified by the Purchase Officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

15. Inspection:
(a) The Purchase Officer or his duly authorised representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be decided.

(b) The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

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

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

18. Approved samples would be retained free of cost upto the period of six month 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. Draw 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
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 .......................... from the date of supply order by .......................... as under:-

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Items</th>
<th>Quantity</th>
<th>Delivery period</th>
</tr>
</thead>
</table>

(ii) Extent of quantity – Repeat orders: If the orders are placed in excess of the quantities shown in tender the notice, the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.

(iii) If the Purchase Officer does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.

29. Earnest Money:

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

(i) Cash through treasury challan deposited under head '8443-Civil Deposits – 103 – Security Deposits'.

(ii) Bank Drafts/Bankers Cheque of the scheduled Bank.

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

(c) Partial exemption from earnest money: Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer-[deleted] from the Director of Industries Rajasthan, at the rate of 1% of the estimated value of the tender shown in NIT.

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

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

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

(i) When tenderer withdraws or modified the tender after opening of tender but before acceptance of tender.

(ii) When tenderer does not execute the agreement if any, prescribed within the specified time.

(iii) When the tenderer does not deposit the security money after the supply order is given.
1. Substituted vide Circular No. 19/96 dated 1.7.1996.
2. Deleted words 'competence certificate' vide Circular No. 27/96 dated 27.8.1996.

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

31. (1) Agreement and security deposit:
(i) Successful tenderer will have to execute an agreement in the Form 17 within a period of 7 days of receipt of order and deposit security equal to 5% of the value of the stores for which tenders are accepted [deleted] within 15 days from the date of despatch on which acceptance of the tender is communicated to him.

(ii) The earnest money deposited at the time of tender will be adjusted towards security amount. The Security amount shall in no case be less than earnest money.

(iii) No interest will be paid by the department on the security money.

(iv) The forms of security money shall be as below:-
(a) Cash/Bank Draft/Bankers Cheque/Receipted copy of challan.
(b) Post office Savings Bank Pass Book duly pledged.
(c) National Savings Certificate, Defence Savings Certificates, Kisan Vikas Patras, or any other 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 purchase 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(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 [deleted] in original form the Director of Industries or a photocopy of a copy thereof duly attested by any Gazetted Officer, will be partially exempted from earnest money and shall pay security deposit at the rate of 1% of the estimated value of tender.

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

(3) Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:
(a) When any terms and conditions of the contract are breached.
(b) When the tenderer fails to make complete supply satisfactorily.
(c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchase Officer in this regard shall be final.

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

32. (i) All goods must be sent freight paid through Railways or goods transport. If goods are
1. Substituted vide Circular No. 19/95 dated 28.6.1995 for "Rs. 50,000/-" and deleted the words 'subject to the maximum of Rs. 1.00 lac' vide Circular No. 6/96 dated 5.2.1996.
3. Deleted words 'competence certificate' vide Circular No. 27/96 dated 27.8.1996.

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

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

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

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

33. Insurance:

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

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

34. Payments:

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

(ii) Unless otherwise agreed between the parties payment for 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 borne 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%
   
2. (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%.

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

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

36. Recoveries: Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier alongwith amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

37. Tenderers must make their own arrangements to obtain import licence, if necessary.

38. If a tenderer imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase Officer.

39. The Purchase Officer reserves the right to accept any tender not necessarily the lowest. Reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.

40. The tenderer shall furnish the following documents at the time of execution of agreement:

(i) Attested copy of Partnership Deed in case of Partnership Firms.
(ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
(iii) Address of residence and office, telephone numbers in case of sole Proprietorship.
(iv) Registration issued by Registrar of Companies in case of Company.

41. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.

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

Signature of tenderer.

[Handwritten signatures]
SR FORM-17
AGREEMENT
(See Rule 68)

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

2. Whereas the approved supplier has agreed with the Government to supply to the_______ of the State of Rajasthan at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column__________ of the said schedule.

3. And whereas the approved supplier has deposited a sum of Rs._____ in ________

(1) Cash/Bank Draft/Challan no./Banker Cheque No.________________________
    dated__________

(2) Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority.

(3) National Savings Certificates/Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pleased under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.

4. Now these Presents witness:

(1) In consideration of the payment to be made by the Government through_____ at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in__________ and _________ thereof in the manner set forth in the conditions of the tender and contract.

(2) The conditions of the tender and contract for open tender enclosed to the tender notice No._______
    dated_______ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

(3) Letters Nos._______ received from tenderer and letters nos._______ issued by the Government and appended to this agreement shall also form part of this agreement.

(4) (a) The Government do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the Government will through_______ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

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

1. __________________

2. __________________

3. __________________

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

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Items</th>
<th>Quantity</th>
<th>Delivery period</th>
</tr>
</thead>
</table>

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Signature: [Signature]

[Date]

[Signature]

[Date]
o. (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. 2% 
(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. 7.5% 
(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........... ........... 2017......

Signature of the approved supplier.  

Signature for and on behalf of Governor  
Designation

Date:  

Witness No. 1  
1. Witness  
Witness No. 2  
2. Witness