

**राजस्थान राज्य भारत स्काउट व गाइड राज्य मुख्यालय,  
जवाहरलाल नेहरू मार्ग, बजाज नगर, जयपुर  
दूरभाष : 0141-2706830 / 2706032 फैक्स : 0141-2707679**

**क्रमांक-एफ/रामु/2019-20 /**

**दिनांक:**

**निविदा सूचना**

राजस्थान राज्य भारत स्काउट व गाइड राज्य मुख्यालय जयपुर हेतु विभिन्न स्काउट/गाइड आवेदन पत्र/रिपोर्ट ऑनलाईन करने के लिए वेबसाइट अपडेट/नई वेबसाइट बनाने हेतु बोनाफाईड विनिर्माता/सेवा प्रदाता से निविदाएँ आमंत्रित की जाती है। इसका का विवरण निम्नानुसार है:-

क्र. सं.	कार्य का नाम	विवरण	
		अनुमानित लागत	अमानत राशि
1.	राज्य संगठन के समस्त प्रकार के आवेदन/रिपोर्ट ऑनलाईन हेतु वेबसाइट अपडेट करने / नई वेबसाइट बनाने हेतु।	7.00 लाख रु.	14,000 हजार रु.
2.	निविदा प्रपत्र का मूल्य (नकद/डी.डी. द्वारा)	200.00 प्रत्येक	
3.	निविदा आमंत्रणकर्ता	राज्य सचिव, रा.रा.भारत स्काउट व गाइड, जयपुर	
4.	निविदा प्रपत्र के क्रय करने की दिनांक व समय	03.06.2019 दोपहर 12.00 बजे से 12.06.2019 दोपहर 3.00 बजे तक	
5.	प्री-बिड मीटिंग की दिनांक समय व स्थान	10.06.2019 दोपहर 12.00 बजे मितिग हॉल राजस्थान राज्य भारत स्काउट व गाइड, रा.मु. बजाज नगर, जयपुर	
6.	निविदा प्रस्तुत करने की अन्तिम तिथि व दिनांक	<b>13.06.2019</b> दोपहर 12:00 बजे तक	
7.	निविदा के प्रस्ताव खोलने की अन्तिम तिथि व समय	<b>13.06.2019</b> दोपहर 03.00 बजे	
8.	निविदा सूचना प्रपत्र इत्यादि डाउनलोड करने हेतु उपयोग में ली जाने वाली वेबसाइट का नाम	sppp.rajasthan.gov.in	

निविदा शुल्क नकद या डी.डी. से व बोली प्रतिभूत राशि का डिमाण्ड ड्राफ्ट/बैंकर्स चैक राज्य सचिव, राजस्थान राज्य भारत स्काउट व गाइड, जयपुर के पक्ष में देय होगा।

निविदा से सम्बन्धित समस्त विवरण वेबसाइट SPPP पर देखा जा सकता है।

**राज्य सचिव  
राजस्थान राज्य भारत स्काउट व गाइड**

**बिडर के हस्ताक्षर मय सील**

## ABBREVIATIONS & DEFINITIONS

<b>Bidder</b>	“Bidders” means any firm/ agency/ company/ contractor/ supplier/ vendor responding to Invitation for Bids and which is participating
<b>Day</b>	“Day” means a calendar day as per GoR/ GoI
<b>EMD</b>	Earnest Money Deposit
<b>GoI/ GoR</b>	Government of India / Government of Rajasthan
<b>RSBSG</b>	Rajasthan State Bharat Scouts & Guides, Jaipur
<b>UAT</b>	User Acceptance Test
<b>NIT</b>	Notice Inviting Tender
<b>PAN</b>	Permanent Account Number
<b>PC</b>	Procurement/ Purchase Committee
<b>SD</b>	Security Deposit
<b>Purchaser/ Tendering Authority</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer i.e. State Secretary, Rajasthan State Bharat Scouts & Guides State Headquarters, Jaipur
<b>Services</b>	“Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.
<b>TIN</b>	Tax Identification Number
<b>GSTN</b>	Goods and Services Tax
<b>RSDC</b>	Rajasthan State Data Centre, DoIT&C, GoR, Jaipur
<b>DoIT&amp;C</b>	Department of Information Technology & Communication , Government of Rajasthan, Jaipur

## TENDER FORM

### 1) Firm Details:

<b>Name of Firm</b>				
<b>Name of Contact Person with Designation</b>				
<b>Registered Office Address</b>				
<b>Address of the Firm</b>				
<b>Year of Establishment</b>				
<b>Type of Firm</b>	Public	Private	Partnership	Proprietary
<b>Put Tick( ✓ ) mark</b>	Limited	Limited		
<b>Telephone Number(s)</b>				
<b>Email Address/ Web Site</b>	Email:		Web-Site:	
<b>Fax No.</b>				
<b>Mobile Number</b>	Mobile:			
<b>Certification/Accreditation/Affiliation, if</b>				
<b>PAN No.</b>				
<b>GST No.</b>				

2) The requisite tender fee amounting to Rs./- 200 (Rupees two hundred) has been deposited vide receipt no. dated

3) The requisite EMD amounting 14,000 /- to Rs./- (Rupees Forteen Thousand) has been deposited vide Banker'Cheque/ DD No                      Dated

4) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

**COVERING LETTER OF THE BID**  
**(ON THE LETTER HEAD OF THE TENDERER)**

We, M/s ..... hereinafter called as  
"Tenderer" complete address .....  
..... hereby declare in favor of the State Secretary, Rajasthan  
State Bharat Scouts & Guides, Jaipur, Hereinafter called as the "Tendering Authority/Purchaser"  
and agree to abide by the following:

1. We have authorization certification(s) as given below (certificates valid till-  
date are enclosed)

Sr. No .	Brand/ Model quoted	The responsibility of the bidder w.r.t attached authorization certificates (mention Y/N only)			
		Manufacturer	Distributor	Dealer / Channel Partner etc.	Page No.
1.					
--					

2. We have maintenance / service setup as given below in Jaipur

Sr. N o	Place (Name and address)	Through Compan y or Dealer/	Customer Support Engineers (Mention nos. only) (Please enclose list with Name, Designation,				
			B.E./ B.Tech	Diploma	Technician	Others	Remark
1.							
2.							

3. The annual turnover of our firm is as given below:

	2015-16	2016-17	2017-18
<b>Turnover of the firm for India (Rs. In Lacs</b>			

4. We shall give benefit of any price reduction found by the time of placing the supply order.

5. We agree to accept partial order if it is placed.

6. We have not quoted any equipment & software that is likely to be declared end of sale within next one and half year from the date of submission of bid. If any equipment is found declared end of sale than we will replace all such equipments with latest one and equivalent configuration without any financial obligation to Purchaser.

7. We agree to perform the work as per Scope of Work mentioned in page no. 9

8. The above document is executed at Jaipur and we accept that if anything out of the above information is found wrong, our tender shall be liable for rejection.

Name of person

Complete Address

Date

Name & Seal of the firm :

Authorized Signatory

## FINANCIAL BID

**New website/Redesigning of departmental website in English & Hindi (bilingual),  
Development of online modules for departmental schemes and Maintenance for a  
period of two years**

Name of the \_\_\_\_\_

Company/Firm : Address \_\_\_\_\_

for Correspondence: \_

S.No.	Particulars	Unit Price (In Rs.) (Inclusive of all except govt. levies)	All Govt. Levies (incl. service tax if any)	Total Amount incl. of govt. levies (in Rs.) (in figures)	Total Amt. (In Rs.) (In Words)
	1	2	3	4= 2+3	5
A.	<ul style="list-style-type: none"><li>• System Study Report</li><li>• Prototype of application software</li><li>• New / Redesigning of departmental website in English &amp; Hindi (bilingual), development of online modules for departmental schemes</li><li>• Hosting the test application on test server at Secured cloud server</li><li>• Security Audit</li><li>• Uploading the website at Secured cloud server/RSDC for public domain</li><li>• Training to the officials.</li><li>• Maintenance for the same for a period of two years</li><li>• Submission of all the relevant documents.</li></ul>				

1. In case of Any Discrepancies between charges in amount & in words, then the charges in words would prevail.
2. If some tax/levies applicable on the work is/are exempted, then exemption certificate(s) is/are to be enclosed.
3. Reproduced / re-word-processed formats or bidder own formats for the price quotations will disqualify the bid.
4. Insurance of transit shall be the responsibility of the vendor.
5. All the rates should be inclusive of all taxes, levies, duties etc.

Authorized Signatory

of Tender Firm

## Eligibility Criteria

- 1) The Bidder must be a Sole proprietor, individual Company/ Firm registered under Indian Company Act, 1956/ The Partnership Act 1932. A bidding firm should be an individual corporation/ company. Consortium of companies firms is not allowed.
- 2) The Bidder should be a System Integrator / Software Development firm and should be in Website Development/ Software Customization & Implementation anywhere in **India for at least Seven Years as on 31-Mar-2019.**
- 3) The Bidder must possess a valid: -
  - i. GSTN Registration Certificate
  - ii. Income Tax Registration/ PAN NumberBidder should provide an attested & valid copy of all the above-mentioned certificates along with the Technical bid.

### Technical Requirements/ Compliance:

The Applicant should have successfully completed, during last 7 years, at least ONE assignment of providing similar services i.e. website development & maintenance / web application development / software development, deployment and customization services to any Government organization / PSU's/ Government owned Registered Societies in India / Company registered under Company Act, 1956 where the value of each assignment should be at **least of Rs. 7.0 Lakh or higher.** (A copy of work order needs to be attached)

### OR

The Bidder should have successfully completed, **during last 7 years**, at least TWO assignments of providing similar services i.e. website development & maintenance / web application development / software development, deployment and customization services to any Government organization/ PSU's /Government owned Registered Societies in India / Company registered under Company Act, 1956 where the value of each assignment **should be at least of Rs. 5.00 Lakh. (A copy of work order needs to be attached)**

### Financial Requirements/ Compliance:

1. The Bidder should deposit Tender Fee and Earnest money along with the Technical bid. The bid received without required Tender Fee and Earnest money will be rejected.
2. The Bidder should have an average annual turnover from IT Software related services (website development & maintenance /web application development/ software development /Software Customization & Implementation only) of at least Rs 7.00 lac during each of the last three financial years (2016-17, 2017-18 & 2018-19). Copies of audited balance sheets/ profit & loss accounts/ annual reports of last three financial years should be enclosed.
3. Bidder should have a positive net worth during the last three financial (2016-17, 2017-18 & 2018-19)



### **Other Requirements/ Compliance**

The Bidder should have a local support office at Jaipur. If the bidder, at the time of bidding, does not have a local support office at Jaipur then he should submit an undertaking on his letter-head regarding the timely establishment of same i.e. within 10 days from the date of work order, if awarded the work order/ contract.

Note:- Determination of eligibility and pensiveness

- a. A bidder shall be considered eligible if it meets the eligibility criteria mentioned in the tender.
- b. The tendering authority shall examine the technical bid including the pre qualification documents.
- c. The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be returned
- d. Unopened and EMD refunded after completion of the bid process i.e. award of the contract to the successful bidder.

### **Scope Of work**

#### **Details of works**

- A. New / Redesigning of website in English and Hindi (bilingual)  
Departmental website i.e. [www.education.rajasthan.gov.in](http://www.education.rajasthan.gov.in) is proposed to be redesigned.
- B. Development of online modules for departmental schemes  
Online modules for departmental schemes / programmes is proposed to be developed which should cover given below points of various departmental divisions:

#### **1. PIS**

- It will cover information of all the employees posted at various levels under RSBSG with generation of various reports about the staff and resources.

#### **2. Development Division**

- Online submission of Group registration at L.A. Level, District Level and Division Level.
- Online submission of Year calendar at L.A. Level, District Level and Division Level.
- Online submission of Project report at L.A. Level, District Level and Division Level.
- Online submission of Basic course, Advance & H.W.B Course at L.A. Level, District Level and Division Level.
- Online submission of Tritya Sopan, Rajpuruskar at L.A. Level, District Level and Division Level.
- Online submission of Scouts /Guides Activities and Adult Training Activities at L.A. Level, District Level and Division Level.
- Online entry module for Monthly Progress Report (MPR).
- Generating various types of reports under Project scheme
- Login ID & password creation for all users.

- C. Hosting the test application on test server at Secured cloud server or RSDC.
- D. Security audit and web application hosting
- E. Maintenance of the application

The firm will be responsible for maintenance of this website and online modules for a period of two years from the day of hosting the website for public domain at Secured cloud server or RSDC server. The maintenance period further may be extended up to one year with mutual consent.

- F. Further enhancements in the website may be made with mutual consent.

- G. Time line for works

S.N	Activity	Time line
1	Submission of reports <ul style="list-style-type: none"> <li>• System study report</li> <li>• Prototype of application software</li> </ul>	Within 7 days from the date of issuing work order
2	Designing of Home page of the website	Next 10 days after submission of reports
3	Development of website and online modules	Next 60 days after Home Page Designing
4	Hosting the test website on test server at Secured cloud server or RSDC server and Security audit	Next 20 days after Development
5	Hosting the website for public domain at Secured cloud server or RSDC	Next 7 days from finalization of security audit

## **DELIVERABLES**

- System Study Report
- Prototype of application software
- Application software with source code in two sets of CD/DVD ROMs along with source code and/or license of third party API/any other software used
- Documents to be provided –
  - A. User Manual of the application software
  - B. Technical Manual of the application software.
- User Acceptance Certificate
- Security audit certificate
- Training on the software developed
- Training by trained instructor.
- Context-sensitive help/ online help/ visual tutorial should be available with the application software for online understanding of software
- Maintenance Register: The firm shall maintain a call register for logging complaints during post implementation support period. The firm shall essentially provide complaint number for each complaint call made by the user

## TECHNICAL TERMS AND CONDITIONS

1. Website should comply with guidelines of W3C, WCAG, UAAG and GIGW. Website should also comply the website policy guidelines of Government of Rajasthan, Jaipur.
2. The developed system should be capable of being deployed in online mode.
3. The software should be developed in good pattern. The source code of the software should be well documented and follow industry standard code writing practices. RSBSG official shall have right to approve the coding practices and may ask the firm, at any time, to change full or some part of the code according to the pattern suggested
4. The developer firm shall provide list of all the controls used in the software along with developer's information and technical documentation / manual for usage of the controls.
5. The firm shall provide descriptive schema of database. The firm shall submit all technical documentation of database including names, description and other details of all the technical entities such as tables, fields, queries, forms, reports etc. Documentation of all queries (SELECT, INSERT, UPDATE, DELETE) used in the programs shall also be provided
6. Features of the Software : The developer firm will provide the application software, which should have the following features:
  - a. Technology
    - Application software should be web based on client server technology. Server will be placed at Secured Cloud server or RSDC, Jaipur
    - Front End : Platform of application should be .NET
    - RDBMS Compatibility : Should be capable of being deployed SQL Server (latest version)
  - b. Features

The following aspects should be taken into account for implementing the proposed system

    - To ensure security and privacy of data for multiple users
    - Perpetual license with no annual support charges for maintenance
    - Apart from text, it should be possible to upload the scanned images of documents
    - Adequate Primary and Secondary keys need to be defined in the proposed system such that the referential integrity of the system is maintained. Special care need to be taken with regard to the primary keys used in master data such as district master, category master etc.
  - c. System should be configurable to create various types of the following users on the portal to be set up using the aforesaid system.
    - Authorised personnel from concerned Government Departments & Organizations. Authorised personnel from the firm providing support services for the application software.

## **SOFTWARE TERMS and CONDITIONS**

1. The Tendering Authority reserves the right to carry out the capability assessment of the Bidder and the Purchaser's decision shall be final in this regard. The individual signing the tender or other documents, in connection with the tender must certify as to whether he or she has signed as: -
  - A "Sole proprietor" of the Software Development or constituted attorney of such sole proprietor.
  - A partner of the Bidder, if it be partnership, in which case he must have authority to refer to arbitration disputes concerning the business partnership either by virtue of the partnership agreement or a power of attorney.
  - Constituted attorney of the Bidder, if it is a company.
2. Software Ownership Rights: The bidder shall transfer the complete source code along with adequate detailed documents (from the testing phase onwards) ownership right of the application software package to RSBSG, Jaipur. The source code with version control system should be submitted in a CD/ DVD (in two copies) both to RSBSG, Jaipur. The bidder will however be free to use the source code of the application software.
3. In case the bidder is using any third party software, the bidder must have proper legal arrangement with the developer/owner of the software to ensure complete back to back support to RSBSG, Jaipur for complete project period and afterwards. This should also include support on upgrades at no additional cost. For this purpose, the bidder would indemnify RSBSG, Jaipur against any third party claim by the developer/owner of third party software to the effect.
4. Patent Rights : In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the software, database etc. or any part thereof, the bidder shall expeditiously extinguish such claim. Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees.
5. Completion Period: The completion period of the said tasks should be adhered to as

mentioned in delivery schedule. The completion shall actually be deemed to have been final hosting of website at Secured Cloud Sever/RSDC, Jaipur server for public domain and maintenance of the same for two years.

6. Delay in Performance & Penalty: Development of website shall be made or the contract services shall be completed/ provided by the successful bidder in accordance with the time schedule specified by the Purchaser in the chapter – 5 and annexure-5.
7. Forfeiture of Security : Hiding of facts by the bidder, if revealed at any stage, would amount to forfeiture of security and subsequently the bidder may also be black listed.
8. Standards of Performance : The successful bidder shall carry out the tasks/ services assigned and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms techniques and practices used in the industry.
9. The successful bidder shall also adhere to professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, technical and engineering practices.
10. It shall employ appropriate advanced technology and safe and effective equipment, and methods. The successful bidder shall always act in respect of any matter relating to this contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchasers legitimate interests in any dealings with the third party.
11. Warranty Period : The successful bidder will be responsible for providing Technical support for successful running on the Application Software so developed/customised for a period of two years from date of its successful uploading for public domain. Maintenance period may be extended with mutual consent.
12. Taxes and Duties : The successful bidder shall be entirely responsible for all taxes, duties, license fees, octroi etc. incurred until completion of work.
13. Termination For Default : The Purchaser may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or in part if:

- The bidder fails to perform any or all of the obligations within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser.
  - The bidder fails to perform any other obligation(s) under the contract.
14. Documents Prepared by the Bidder will be Property of Purchaser : All plans, drawings, specifications, designs and other documents prepared by the successful bidder in the execution of the contract shall become and remain the property of the Purchaser, and before termination or expiration of this contract, the successful bidder shall deliver all such documents to the Purchaser under the contract along with the detailed inventory thereof.
15. The purchaser reserves the right to release the order for whole or part of the products as per the requirements of the Purchaser.
16. The successful bidder shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark/ copyright or industrial design rights arising from the use of the item(s) used by the bidder.
17. Blacklisting : The successful bidder shall be blacklisted if the Purchaser thinks of doing so and no further contract will be assigned to the successful bidder who has been blacklisted. The successful bidder shall be blacklisted on any of the following grounds by a written notice to this effect:
- The successful bidder shall be blacklisted, if Purchaser or any other Department/Corporation/Board of GoR availing services based on this shortlisting, complaints that bidder is incompetent to provide the desired level/ standard of Goods/ equipment/ services which he is bound to under the contract.
  - The successful bidder shall be blacklisted, if Purchaser or any other Department/Corporation/Board of GoR availing services based on this shortlisting, complaints that the bidder is engaged in any malpractice at any level.
  - The successful bidder shall be blacklisted, if Purchaser or any other Department/ Corporation/Board of GoR availing services based on this shortlisting, complaints that the equipment/ services rendered by bidder are not as per specifications, of bad quality or inadequate.

- The Purchaser may forfeit all the security deposit/bank guarantee deposits against this order placed on to it.
- The complaint would be looked into and an opportunity of being heard would be provided to the successful bidder but if the RSBSG comes to the conclusion that the complaint is fully or partially true, its decision to blacklist successful bidder would be final.

18. Exit Plan after completion of project period :

On the completion of project period, the successful bidder shall :

- Hand over and peaceful possession of the complete source code of the application software including any third party software, free from all encumbrances, to RSBSG, Jaipur free of cost. The condition of application software to be transferred in all cases other than Force Majeure shall be such that the RSBSG is able to use the software for any number of years at the same level of service. In case RSBSG is forced to incur expenditure towards the end due to successful bidders Event of Default, it will be entitled to recover the same from the Security Deposit or any other money due or by direct demand.
- Transfer all its rights, titles and interest in or over the software comprised in the Project which are required to be transferred to RSBSG, Jaipur in accordance with this RFP and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard.
- The application software shall have been renewed and cured of all defects and deficiencies as necessary so that the Project is in accordance with the specifications & standards mutually decided upon.
- Hand over to RSBSG, Jaipur complete source code of the software, documentation, manuals, third party software, perpetual licence to use, up to date know-how relating to operation and maintenance of the application software and a certificate from his statutory auditors stating zero financial encumbrance on the Project;
- Successfully completion of maintenance period i.e. for two years after hosting the website for public domain.



## BIDDER'S AUTHORIZATION CERTIFICATE

To,

\_\_\_\_\_ ,

\_\_\_\_\_ ,

\_\_\_\_\_ ,

\_\_\_\_\_ ,

\_\_\_\_\_

<Bidder's \_\_\_\_\_, <Designation>  
Name>\_

is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with  
Bid of reference

<Bidder Name & \_\_\_\_\_\_. He is also authorized to  
Designation> attend

meetings & submit pre-qualification, technical & commercial information as may be required by  
you in the course of processing the above said Bid. For the purpose of validation, his/ her verified  
signatures are as under.

Thanking you,

Name of the Bidder: -  
Signatory: -

Verified Signature: Authorised

Seal of the Organization: -

**Payment Terms and Schedule** - Payment schedule – Payments to the bidder, after successful completion of the target milestones (including specified project deliverable), would be made as under

S.No.	% Payment	Condition/ Event
1	70%	On successful hosting the website and web based application at RSDC server for public domain
2	20%	On successful completion of one year of maintenance period
3	10% + security deposit	After successful completion of two years of the maintenance period

Note:

No advance payment shall be made.

Payment would be made for actual ordered

- Above payment will be made after getting satisfactory performance report from the competent authority.
- In case of dispute items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.
- Amount towards all the kinds of penalties and LD shall be deducted from the amount payable for the respective milestone.
- No transport cost will be paid.
- Penalty during warranty period

The bidder has to provide solution for any corrective call within three calendar days from the registration of complaint. Otherwise penalty would be imposed as per table mention below.

S.No.	No. of days the equipment down	Penalty amount imposed in
1	First – three days	NIL
2	4th to 7th days	100/- per day
3	8th to 14th day	150/- per day
4	15th day up to the problem rectified/ repaired day	200/ per day

- However, overall penalty shall not exceed to 10% of the total value of purchase order.
- After successfully completion of two year maintenance period, maintenance period may be extended with mutual consent.

Date: \_\_\_\_\_ Place: \_

## निविदा के उप नियम एवं शर्तें

राजस्थान राज्य भारत स्काउट व गाइड, राज्य मुख्यालय, जयपुर में प्रदाय की जाने वाली निविदा के उप नियम एवं शर्तें—

निविदादाता को निविदा देते समय इन शर्तों को अत्यन्त ध्यानपूर्वक पढ़ना चाहिये क्योंकि इन शर्तों का निविदादाता द्वारा पालन करना अत्यावश्यक होगा।

1. निविदा तकनीकी एवं वित्तीय पृथक-पृथक देनी होगी। प्रथम निविदादाता की तकनीकी/वित्तीय योग्यता एवं निविदा प्रपत्र के सम्बन्ध में होगा। द्वितीय। निविदादाता की वित्तीय प्रस्ताव सम्बन्धी कार्य की दरों से सम्बन्धित होगा। ये दोनों निविदा प्रस्तुत करने होंगे।
2. सर्वप्रथम तकनीकी निविदा को खोला जायेगा, तकनीकी निविदा में सफल निविदादाता की वित्तीय निविदा खोली जायेगी। तकनीकी योग्यता नहीं रखने वाली फर्मों की वित्तीय निविदा नहीं खोली जायेगी। तकनीकी योग्यता रखने वाली फर्मों द्वारा दी गई जानकारी का सत्यापन आवश्यकता होने पर विभागीय तकनीकी समिति द्वारा किया जा सकता है। निरीक्षण की स्थिति में यदि कोई तथ्य गलत पाया जाता है तो उस फर्म की तकनीकी दर संविदा को रद्द कर दिया जायेगा।
3. तकनीकी निविदा में धरोहर राशि 14,000/- का बैंक ड्राफ्ट/बैंकर्स चैक राजस्थान राज्य भारत स्काउट व गाइड, जयपुर के पक्ष में जमा कराना होगा। धरोहर राशि के बिना निविदाओं पर किसी भी प्रकार से विचार नहीं किया जायेगा। इस धरोहर राशि का निम्न परिस्थितियों में पूर्ण या आंशिक रूप से समपहरण किया जा सकेगा –
  - जब निविदादाता द्वारा संविदा के किन्हीं निबंधनों और शर्तों का उल्लंघन किया गया हों।
  - जब निविदादाता द्वारा संविदा के किन्हीं निबंधनों और शर्तों का उल्लंघन किया गया हों।
  - जब निविदादाता निविदा खोलने के पश्चात, किन्तु निविदा स्वीकृति से पूर्व निविदा वापिस लेता है या प्रस्ताव को उपान्तरित कर देता है।
  - जब निविदादाता निर्दिष्ट समय के भीतर विहित करार व आदेश को सम्पादित नहीं करता है।
  - जब दर स्वीकृति पश्चात् निविदादाता सुरक्षा राशि जमा नहीं कराता है।
  - धरोहर राशि का समर्पण करने के मामलों में युक्तियुक्त समय पूर्व नोटिस दिया जायेगा। इस संबंध में क्रेता अधिकारी का निर्णय अंतिम होगा।
4. निविदादाता को विगत तीन वर्षों में से किसी एक वित्तीय वर्ष में निविदत्त अनुमानित लागत के बराबर उपरोक्त कार्य करने का सरकारी/अर्द्धसरकारी/राजकीय उपक्रमों/राजकीय संस्थाओं में कार्य करने का अनुभव वाले निविदाकर्ता को प्राथमिकता दी जावेगी। इस हेतु कार्य आदेशों की प्रमाणित प्रतियां संलग्न करनी होगी, अन्यथा वह तकनीकी/वित्तीय मापदण्ड के आधार पर अयोग्य माना जा सकता है व उसके वित्तीय प्रस्ताव पर विचार नहीं किया जायेगा।

5. निविदादाताओं को विगत तीन वर्षों में 2016-17, 2017-18, 2018-19 में प्रति वर्ष निविदत्त अनुमानित राशि के बराबर या उससे अधिक टर्नओवर होना आवश्यक है तकनीकी/वित्तिय मापदण्ड के आधार पर अयोग्य माना जायेगा व उसके वित्तिय प्रस्ताव पर विचार नहीं किया जायेगा। इस सम्बन्ध में उपरोक्त वर्षों की सनदी लेखाकार द्वारा अंकक्षित लेखों की सत्यापित प्रतियां संलग्न की जावे।
6. निविदादाता किसी भी सरकारी/अर्द्धसरकारी/राजकीय उपक्रमों/राजकीय संस्थाओं में ब्लैक लिस्ट नहीं हो इस हेतु उसे दस रु. के स्टाम्प पेपर पर शपथ पत्र देना होगा।
7. कार्यादेश के अनुसार काय राजस्थान राज्य भारत स्काउट व गाइड, राज्य मुख्यालय, जवाहर लाल नेहरू मार्ग, बजाज नगर, जयपुर (राज.) के कार्यालय में निर्देशानुसार करनी होगी। निविदा में दी गई दरें समस्त करों सहित एफ.ओ.आर. होनी चाहिये जिसके लिए पृथक से कोई व्यय देय नहीं होगा।
8. कार्य की मात्रा में कमी/वृद्धि करने का अधिकार राज्य सचिव, राजस्थान राज्य भारत स्काउट व गाइड, राज्य मुख्यालय, जयपुर के पास सुरक्षित रहेगा। अतिरिक्त कार्य के अनुसार कार्य पर स्वीकृत निविदानुसार भुगतान किया जायेगा।
9. किसी भी निविदा को बिना कारण बताये पूर्ण एवं आंशिक रूप से स्वीकृत/अस्वीकृत करने का अधिकार राज्य सचिव, राजस्थान राज्य भारत स्काउट व गाइड, राज्य मुख्यालय, जयपुर के पास सुरक्षित रहेंगे।
10. दरें अंको एवं शब्दों में अंकित करें तथा दरों में परिवर्तन करने की दशा में निविदादाता दिनांक सहित लघु हस्ताक्षर करें। किसी भी प्रकार की कटिंग/ओवरराइटिंग नहीं करें तथा निविदा के प्रत्येक पृष्ठ पर निविदादाता द्वारा हस्ताक्षर मय मोहर अंकित किया जावें।
11. निविदा केवल उन्हीं फर्मों द्वारा दी जानी चाहिए जो इस क्षेत्र के वास्तविक व्यवसायी हैं, फर्म इस क्षेत्र में अनुभव रखने वाली होनी चाहिए।
12. निविदादाता निविदा के किसी भी भाग को अन्य किसी व्यक्ति को सबलेट नहीं करेगा।
13. निरीक्षण/परिक्षण के दौरान सेवा/सामग्री/प्रदाय का जो हिस्सा निर्धारित स्तर का नहीं होगा उसे रद्द करने का अधिकार राज्य सचिव, राजस्थान राज्य भारत स्काउट व गाइड, राज्य मुख्यालय, जयपुर को होगा।
14. सशर्त निविदा स्वीकार नहीं की जायेगी।
15. राज्य सचिव, राजस्थान राज्य भारत स्काउट व गाइड, राज्य मुख्यालय, जयपुर को किसी भी निविदा को जो आवश्यक रूप से न्यूनतम दर की निविदा नहीं है, को स्वीकार करने का अथवा बिना कोई कारण बताये किसी भी निविदा/उसके किसी भी भाग को रद्द करने का अधिकार सुरक्षित होगा।
16. सफल निविदादाता को निविदा स्वीकृत एवं कार्यादेश प्राप्त हो जाने के 07 दिवस की अवधि के भीतर एस.आर. प्रारूप 17 में 500 रु के स्टाम्प पर एक करार पत्र जमा कराना होगा। कार्यादेश के अनुसार 05 प्रतिशत सुरक्षा राशि राजस्थान राज्य भारत स्काउट व गाइड, जयपुर के नाम बैंक ड्राफ्ट/बैंकर्स चैक के माध्यम से कार्यादेश प्राप्त हो जाने के 15 दिवस की अवधि के भीतर जमा करानी होगी। जिसमें धरोहर राशि के रूप में जमा करायी गई राशि का समयोजन किया जा सकेगा। इस सुरक्षा राशि का निम्नलिखित प्रकरणों में पूर्णतः या अंशतः समपहरण किया जा सकेगा।

➤ जब निविदादाता द्वारा संविदा के किन्हीं निबंधनों ओर शर्तों का उल्लंघन किया गया हों।

➤ जब निविदादाता संतोषप्रद रूप से निर्धारित अवधि में पूर्ण सेवा/सामग्री/प्रदाय करने में असफल रहता है।

➤ धरोहर राशि का समपहरण करने के मामले में युक्तियुक्त समय पूर्व नोटिस दिया जायेगा।

17. निर्धारित अवधि में सेवा की आपूर्ति नहीं करने की स्थिति में सुरक्षा राशि जब्त की जा सकेगी अथवा अन्य व्यवस्था बाजार से उच्च दरों पर कराये जाने पर जो हानि होगी वह निविदादाता की सुरक्षा राशि में से समायोजित की जायेगी।
18. यदि निविदा सूचना में अथवा आदेशित मात्रा में, जैसी भी स्थिति हो दर्शित मात्रा से कम या अधिक के आदेश दे दिये जाते हैं, तब भी निविदादाता सेवा/सामग्री/प्रदाय के प्रति हेतु आबद्ध होगा।
19. नियमानुसार टी.डी.एस. कटौति की जायेगी जिसके लिए पै न. व जी.एस.टी. नम्बर की प्रति निविदा के साथ आवश्यक रूप से संलग्न करें।
20. शेष शर्तें सामान्य वित्तीय एवं लेखा नियम खण्ड –प्रथम के एस.आर. प्रारूप –16 एवं राजस्थान लोक उपापन में पारदर्शिता अधिनियम एवं नियम, 2012, 2013 के अनुसार यथावत लागू होगी।
21. किसी भी प्रकार का विवाद होने पर स्टेट चीफ कमिशनर, राजस्थान राज्य भारत स्काउट व गाइड, राज्य मुख्यालय, जयपुर का निर्णय अंतिम होगा एवं निविदादाता को मानना होगा।

मैंने/हमने उपरोक्त अनुसार वर्णित शर्तों को भली भांति पढ़ लिया है एवं समझ लिया है। मैं/हम उपरोक्त वर्णित समस्त शर्तों की पूर्ण पालना के साथ हमारी फर्म द्वारा दी गई दरों पर कार्य करने के लिए सहमत है।

**हस्ताक्षर निविदादाता**

**मय मोहर**

फर्म का नाम.....

पूर्ण पता.....

दूरभाष न. ....

स्थान.....

दिनांक.....

## **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:

Signature of bidder

Place:

Name:

Designation:

Address:

### **Annexure C : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is **State Commissioner (Scout)**

The designation and address of the Second Appellate Authority is **State Chief Commissioner**

#### **(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 tiled 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.



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

Appeal No ..... of .....

Before the ..... , ..... (First / Second Appellate Authority)

**1. Particulars of appellant:**

(i) Name of the appellant:

(i i) Official address, if any:

(jii) Residential address:

**2. Name and address of the respondent(s):**

(i)

(ii)

(iii)

**3. Number and date of the order appealed against  
and name and designation of the officer / authority  
who passed the order (enclose copy), or a  
statement of a deci sion, 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 D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

### **2. Procuring Entity's Right to Vary Quantities**

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

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

Doc1

## बिडर द्वारा घोषणा

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

हम यह घोषणा करते हैं की हमे किसी भी न्यायालय मे वेबसाइट कार्य के सन्दर्भ मे कोई वाद लम्बित नहीं है तथा इस विषयान्तर्गत हमे किसी भी न्यायालय द्वारा दण्डित नहीं किया गया है।

दिनांक

हस्ताक्षर

फर्म का नाम

पता

नोटरी पब्लिक द्वारा सत्यापित

### **Declaration by the Bidder**

In relation to my/our Bid submitted to RRBSG for procurement of printing work of various reporting formats and training materials in response to their Notice Inviting Bids NIB. NO.----- Dated .....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 RRBSG.
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 :

Signature of bidder

Place :

Name :

Designation :

Address :

( Shall be submitted along with the Bid Security )

### Technical Bid Submission Sheet

NIB. NO.

Dated \_\_\_\_\_

To,  
State Secretary  
RRBSG, Jaipur

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 Development and online module.
- (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 )

## RATE CONTRACT AGREEMENT

This Agreement is made on the \_\_\_\_ day of \_\_\_\_\_ 2016 between **Rajasthan State Bharat Scouts & Guides** having its office at JLN Marg, Bajaj Nagar, Jaipur- 302015. (Hereinafter referred to as '**RRBSG**') –

### FIRST PARTY

AND

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

### 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 \_\_\_\_\_ **RRBSG** 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 **RRBSG**. 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 **RRBSG** and appended to this agreement shall also form part of this agreement.
6. A. The **RRBSG** 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 **RRBSG** 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 H.O. Jaipur for supplies made on receipt of verified bills from the units within 30 days of delivery and test report from ILAC or NABL.

7. The State Secty., **RRBSG** reserves the right to reduce or altogether cancel the approved quantity of supply. The State Secty. **RRBSG** shall not be liable for any claim by the Bidder in such an event.
8. The Bidder shall make supplies as per the given specification and in accordance with the time given in the supply schedule to the State Secty. office as per orders placed to them.
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 in stoppage of work in the factory of the Manufacturer/Bonafide Dealer/Distributor or similar reasons which the Director In charge 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 State Secty. In charge 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 ½%
  - (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 **RRBSG**, 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 goods 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 **RRBSG**, 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 **RRBSG**, 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 **RRBSG**, Rajasthan.
- (iv) 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.

(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. **RRBSG**, Rajasthan reserves the right to conduct sudden/random inspection of the supplied goods to check the quality of supplied items at **RRBSG** or any place even after the final payment. If qualities of supplied goods are not found up to the mark, rejected ----- can be deform (विकृत करना) and same may be given to supplier. If the supplier would not taken the rejected goods within 15 days then **RRBSG**, Rajasthan is free to destroy the same on the cost of supplier. The suitable deduction shall be made from the bill. The decision of the **RRBSG** 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 Jaipur city only.
12. That this Agreement shall bind the above party and their respective heirs, representatives & assigns. In witness there of the **RRBSG** and the Bidder have here unto set and subscribed their respective signatures in the presence of following witnesses:-

For M/s. \_\_\_\_\_

State Secty. **RRBSG**

Authorized Signatory

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_