राजस्थान सरकार

प्राविधिक शिक्षा मण्डल,राजस्थान,

डब्ल्यू-6 रेजीडेंसी रोड, (गौरव पथ) जोधपुर

क्रमांक एफ3()प्राशिमं/भण्डार/डिप्लोमा प्रमाण पत्र/18/ 5556 दिनांक 7 AUG 2018

खुली निविदा सूचना संख्या 02/2018-19

प्राविधिक शिक्षा मण्डल, स्थित रेजीडेंसी रोड (गौरव पथ) जोधपुर को डिप्लोमा प्रमाण पत्र मुद्रण हेतु अनुमानित लागत 9.00 लाख रूपये के लिए प्रतिष्ठित एवं पंजीकृत थोक डीलरों / प्रिटिंग से विहित शर्तों के अध्यधीन वार्षिक दर संविदा हेतु प्रस्ताव आमंत्रित किये जाते है।

निविदादाता अपने प्रस्ताव दिनांक 12.09.18 को अपरान्ह 11.30 ए एम बजे तक प्रस्तुत कर सकते है। प्राप्त निविदायें उसी दिन अपरान्ह 5.00 बजे उपस्थित निविदादाताओं / अधिकृत प्रतिनिधियों के समक्ष खोली जायेंगी।

निविदा संख्या	निविदा का नाम	अनुमानित लागत	धरोहर राशि	निविदा शुल्क	निविदा प्रस्तुत करने की अंतिम तिथि व समय	निविदा की तकनीकी बिड खोलने की तिथि एवं समय	निविदा की वित्तिय बिड खोलने की तिथि एवं समय
02/18-19	डिप्लोमा प्रमाण पत्र मुद्रण	9.00 लाख रूपये	18,000 हजार रूपये	400/-	12.09.18 11.30 AM बजे	12.09.18 3:00 PM बजे	12.09.18 05:00 PM बजे

अद्योहस्ताक्षरकर्ता को किसी भी निविदा प्रस्ताव को रद्ध करने अथवा अस्वीकार्य करने का अधिकार होगा। निविदा की विस्तृत शर्ते कार्यालय में अथवा राज्य सरकार के पोर्टल sppp.rajasthan.gov.in विभाग की Website. techedu.rajasthan.gov.in पर अवलोकन की जा सकती है। निविदा तकनीकी एवं वित्तीय बिड को दो लिफाफों में स्वीकार की जाएगी।

भ-- टिप्यूमी हिर्गिष्ट संयुक्त निदेशक एवं सचिव

Government of Rajasthan

Board of Technical Education Rajasthan W-6, Gaurav Path, Residency Road, Jodhpur Tender Document for "Printing & Supply of Diploma Certificate"

Under Notice No. 02/2018-19/5806

Due on 12-09-2018

Tender Documents

S. No.	Particular	Page No.
1	Summary of Document	2
2	Check List	3
3	Tender Notice	1
4	Tender Form (SR-15)	5
5	Conditions of Tender and contract (SR-16)	6-7
6	Annexure ABCDEFG &	8-17
	SR Form 17	20-22
7	Technical Bid	18
	Annexure 'H'	
8	Financial Bid	19
	Annexure 'I'	



BOARD OF TECHNICAL EDUCATION JODHPUR, RAJASTHAN CHECK LIST (for Technical Bid)

Name of FIRM	Tender No

S. No.	Particulars	Enclosed Page No.
01	Tender Fees	DD No date Amount Rs
02	E.M.D.	DD No date Amount Rs
03	GST Registration No.	YES / NO
04	Registration Certificate	YES / NO
05	Declaration by the Tenderers (Annex. B)	YES / NO
06	PAN Card	YES / NO
07	Turnover, Audited Balance Sheet & P&L A/c	2017-18 Rs
08	Printing Experience	Order no: Date NO: Order no: Date NO: Order no: Date NO:

Signature of Tenderer

कार्यालय उपयोग के लिये

1. निविदा की जांच की गई सही पाया गया / किमयां पाई गई।

2.

3.

4.

लेखाकार

2. निविदा प्रपत्र खोलने / नहीं खोलने का निर्णय लिया गया।

निविदा कमेटी के सदस्य

01. 02. 03. 04. 05.

Board of Technical Education, Rajasthan

W-6, Residency Road, Jodhpur

1.	Printing	of Diploma	Certificate	:
----	----------	------------	-------------	---

- 2. Name of Bidders and Address:
- 3. Particulars of Registration:
- 4. PAN No.:
- 5. Tender fee DD No.:
- 6. Earnest Money Details:
- 7. Particulars of Services Detail Norms and Specification:

	Description of work	Qty.
	Printing of Diploma Certificate	
1.	Pre printing on front side with three colours & back side with	
	mono colour black (as per approved art work of BTER)	
2.	Non tearable, water resistant A4 size 200 gsm White paper.	
3.	Front side of certificate must have a pre printed UV mark	
	printed in invisible ink (as per approved art work of BTER).	Approximate 60,000
4.	(a) Water mark BTER logo (to be printed as per art work)	00,000
	(b) Pantograph with hidden character.	
	(c) Micro text printing on certificate border (should not be	
	readable with necked eye).	
	(d) Inclined watermark (static) as per art work of BTER.	

- 8. Rate quoted must be inclusive of all taxes, package, packing and FOR BTER stores.
- 9. The rates will approved for one year from issuing of supply order and can be extendable for additional three months by mutual consent.
- 10. Total of 5% security money will be deposited (including 2% earnest money) with in 7 days of issuing of supply order in Cash / DD.

Signature of the tenderer

Board of Technical Education, Rajasthan, Jodhpur Main Terms & Conditions of "Open Tender No. 02/2018-19" for Printing of Diploma Certificate

BTER will provide the details of specification and norms for printing of diploma certificate during office hours up to 11-09-18.

2. Diploma Certificate will printed in 3 colors in front and single colour on back side.

3. The paper of certificate shall be non tearable and water resistant.

4. The paper of Diploma certificate will be A 4 size and 200 gsm. (Firm has to submit 5-10 pieces of blank sample paper going to be used in certificate printing)

5. The firm has to ensure the safety and security while transporting and printing the material.

- 6. Diploma certificate printing must be exactly as per sample art work provide by BTER with following security features.
 - (a) Watermark monogram of BTER (to be printed as per art work).

(b) Monogram of BTER in invisible U.V. ink.

- (c) Micro text printing on certificate border (Should not be visible by necked eye.)
- (d) Pantograph with hidden character.

(e) Inclined watermark (static) as per art work of BTER.

- 7. BTER consignment to be handled by the contractor/ firm is of highly confidential nature and is not subjected to any inspection by any authority other than BTER official authorized for the purpose. The authorization will be provided by BTER.
- 8. In case of any dispute/ interpretation of rules/ terms & conditions etc the matter shall be placed before Chairman, BTER Jodhpur. Chairman would act as an arbitrator and his decision shall be final and binding upon both the parties

9. Any legal proceeding if necessary arises between BTER and firm, it shall have to be lodged in courts situated in jurisdiction of Jodhpur and not elsewhere.

- 10. This tender is valid for one year w.e.f. date of issue of order which may be extended for upto three months with mutual consent.
- 11. The firm has to deliver the material within one month after issuing of supply order.
- 12. GST and all type of taxes will be included in the rates finalized for the order.
- 13. All other terms & conditions shall be applicable as laid down in GF & AR & RTPP rules.
- 14. Security @5% of estimated value shall have to be deposited by the successful bidder along with agreement in accordance with the instructions given in work order.
- 15. You will have to execute an agreements in prescribed form within a period of 7 days from the dispatch date of this supply order.
- 16. Rest of terms and conditions shall be applicable as provided for in the tender documents.

17. PAYMENT SCHEDULE

1. Payment of the bill shall be made after satisfactory supply of material.

18. If the material not supply as per specification & norms, the firm will provide the approved specification material at no extra cost.

- 19. BTER reserves the right to accept or reject any or all the Tender without assigning any reason.
- 20. The Tenderer shall furnish copy of registration under G.S.T. and Income Tax giving its G.S.T. & Income Tax registration number
- 21. Failure to execute the work after work order is given, shall make the party liable for debarment for a period of 2 (two) years in addition to forfeiture of EMD or Initial Security Deposit (ISD) as the case may be.
- 22. In case, it is found before/ after award of work that the same agency/ person is proprietor/ proprietress/ partner of two or more separate agencies and have quoted for the same work, than punitive action to the extent of debarring/ blacklisting for all future tenders shall be imposed. The work so awarded shall be annulled with all the cost & risk to be covered from the agency.
- 23. Withdrawal of offer after the opening of the tender shall make whole offer invalid, attracting forfeiture of the Earnest Money Deposit (EMD)
- 24. The rates as quoted shall be for per certificate inclusive of all Taxes. (GST)
- 25. All taxes as applicable will be deducted at source.
- 26. Earnest money of Rs.18,000/- (Rupees Eighteen thousand only) is to be deposited in the BTER along with Tender in the form of Demand Draft in favour of **Board of Technical Education Rajasthan, Jodhpur.**
- 27. In case of any quarry about tender, the tenderer may write on our e-mail of BTER bter.jodhpur@gmail.com or contact to our Head of Office Sh. Anil Kumar Purohit on his mobile 09414756348.

28. Eligibility:

- 1. Proof of previous experience of printings.

Signature Name & Address of Tenderer with seal

Contact No.	(R) (O)
Mobile No	
COTAL	
PAN No.	

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 mislead 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 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 compliances with applicable laws and regulations.

A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but 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 decision 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

- 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 to proposed to be hired) by the Procuring Entity as engineer-in charge/consultant for the contract

Date :	Signature of Bidder

Place : Name : Designation :

Address:

DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS

	in response to their notice inviting	Bid No Dated	
01.	I/we possess the necessary professional, technical, financial a competence required by the Bidding Document issued by the P	and managerial resources and rocuring Entity;	
02.	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 Documents;		
03.	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;		
04.	I/we do not have, and our directors and officers not have, be offence related to my/our professional conduct or the material misrepresentations as to my/our qualifications to entire to a period of three years preceding the commencement of this have been otherwise disqualified pursuant to debarment process.	aking of false statements or procurement contract within a procurement process, or not	
05.	I/we do not have conflict of interest as specified in the Act, Rul which materially affects fair competition;	es and the Bidding Document,	
	Date :	Signature of Bidder	
	Place :	Name :	
		Designation :	
		Address :	

GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The Designation and address of the First Appellate Authority is Secretary, BTER, W-6 Residency Road, Jodhpur.

The Designation and address of the Second Appellate Authority is Chairman, BTER, W-6, Residency Road, Jodhpur.

01. Filing an appeal

If a Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provision to the provision of the Act or the Rules or the Guidelines issued there under, 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 filled only by a Bidder whose Technical Bid is found to be acceptable.

- 02. The officer to whom an appeal is filled 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.
- 03. If the officer designation under para (1) fails to dispose 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.

04. 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 negotiation;
- d) cancellation of a procurement process;
- e) applicability of the provisions of confidentiality.

05. 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 authorized representative.

06. Fee of filing appeal

- a) Fee for first appeal shall be rupees two thousand five hundred and 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.

07. 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) here 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 perties to appeal free of cost.
- d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Date :	Signature of Bidder
Place :	Name :
	Designation :
	Address :

$\frac{\text{MEMORANDUM OF APPEAL UNDER THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT,}{2012}$

Appeal	No	of		
Before	the	(First/Second Appe	ellate Authority)	
01.	Particula	rs of appellant :		
	(i)	Name of Appellant :		
	(ii)	Official address, if any :		
	(iii) F	Residential address :		
02.	Name an	nd address of the respondent(s) :		
	(i)			
	(ii)			
03.	who pass statement the Proce	and date of the order appealed against e and designation of the officer/authority sed the order (enclosed copy), or a nt of a decision, action or omission of uring Entity in contravention to the provisions t by which the appellant is aggrieved:		## W
04.		pellant proposes to be represented by a tatives, the name and postal address of		
	the repre	esentative :		
05.	Number	of affidavits and documents enclosed with the a	ppeal :	
06.	Ground o	of appeal :		
	(support	ed by an affidavit)		
07.	Prayer:			
Place : .				
Date :			Appellant's Signature	

ADDITIONAL CONDITIONS OF CONTRACT

01. 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 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 Bids 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.

02. 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 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 suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Suppliers.
- 03. 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.

Date :	Signature of Bidder
Place :	Name:
	Designation:
	Address :

"DECLARATION BY THE TENDERERS" (S.R. 11)

If, this Declaration is found to be incorrect then without prejudice to any other action that may be taken, My/Our Security may be forfeited in full and the Tender if any to the extent accepted may be cancelled.

SIGNATURE OF THE TENDERER With seal and designation

ANNEXURE- F

"G.S.T DECLARATION"

(if applicable)

I, Certify that the goods on which G.S.T. has been charged have not been exempted under the G.S.T. or the Rules made there under and the amount charged on account of Sales. Tax is not more than what is payable under the relevant provisions of the G.S.T. Act or the Rules made there under.

	Certify	tł	nat	we	M/s				•••••	••••••
•••••	•••••••	•••••	•••••	•••••	••••••	• • • • • • • • • • • • • • • • • • • •				
are	registered	as	Mani	ufacture	r in	the		(State	or	Union
Terr	ritory) unde	r Sa	les Ta	x/VAT R	egist	ratio	n No	1.7		

SIGNATURE OF THE TENDERER
With seal and designation

REAL TIME GROSS SETTLEMENT (RTGS) / NATIONAL ELECTRONIC FUND TRANSFER (NEFT)

From: M/s.

To,					
The Secretary, Board of Technical Education Rajasthan, Jodhpur.					
Sub:- RTGS / NEFT Payments.					
We refer to remittance of our payments using RBI's RTGS/NEFT. Our payments may be made through the above system to our under noted account at our cost :-					
Name of Firm	:				
Full Address	:				
Mobile Number	:	= 0			
mail ID for Payment Information	:				
PAN Number	:				
Bankers Name	:				
Branch Name	:				
9 Digit Code of Bank (Appearing on the MICR Cheque issued by the Bank	:				
Account Type with Code	:				
Account Number (as appearing on Cheque Book)	:				
IFSC Code for RTGS	:				

Signature of supplier with Stamp & Address

Board of Technical Education, Rajasthan

W-6, Residency Road, Jodhpur

Check list of documents to be submitted with technical bid

S.No.	Documents to be submitted	Document submitted write Yes or No	If submitted then mention page no.
_1.	GST No. (Enclose proof)		
2.	TIN/PAN No. (Enclose photocopy)		
3.	Turnover Reports audited by C.A.		
4.	Tender form		
5.	Tender fees and E.M.D. Deposited		
6.	Clientele: Govt./Semi-Govt./Public		
	Sector/ Autonomous Bodies must be		
	indicated along with proof.		
7.	Bank A/C details.		
8.	Undertaking for print Unit being		
	electronically and physically secured		
	for confidential data.		
9.	List of Machines and their details		
10.	Printed Samples with Diploma		
	Certificate as per Specification.		
11.	Technical details of infrastructure.		

DECLARATION

I/We hereby certify that the information furnished in the above tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my tender shall be liable to be cancelled/terminated without any notice or compensation in lieu thereof.

Authorised signatory with seal

Board of Technical Education, Rajasthan

W-6, Residency Road, Jodhpur

Format of Financial Bid for the tender of Printing of Diploma Certificate

Name of the firm :-

The rate of our firm, for the following will be:-

I	Description of work	Qty.	Rate in Figu Rupees Certificate)	re in (Per	Rate in word in Rupees Rupees (Per Certificate)
1. Pre print colours & black (a BTER) 2. Non tears gsm Whit 3. Front sid printed U (as per a 4. (a) Water printed as (b) Panto (c) Microborder (as per a border	e of certificate must have a pre IV mark printed in invisible ink pproved art work of BTER). r mark BTER logo (to be s per art work) ograph with hidden character. to text printing on certificate should not be readable with ye). ned watermark (static) as per art	Approximate 60,000			

NOTE:-

- 1. Rate are valid for one year from date of work order, the time limit may be extended for another three month depending upon the satisfactory service.
- 2. The quantity may be decreased or increased as per requirement.
- 3. Rate quoted must be inclusive of all taxes, package, packing and FOR BTER stores.

Signature of Tenderer

AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE) (See Rule 68 of GFA&R, VOL-2)

- An agreement made this -----day of----between----- (hereinafter called "the Service Provider", 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 Service Provider 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. And whereas the Service Provider has deposited a sum of Rs. --- in (1) Cash/Ba·nk 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 **Service Provider** will duly **Provider** the said Service set forth in and there of 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 **Service Provider** shall duly provide the said services in the manner aforesaid observe and keep the said terms and conditions, the Government will throughpay or cause to be paid to the approved service provider at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(b) The mode of Payment will be as specified below:
as per SR-16 condition- 17

1. _____ as per SR-16 condition- 17 2. _____ 3.

5. The execute of work shall be effected and completed within the period noted below from the date of supply order:-

S. No. Items Quantity Delivery Period

5. (1) (i) In case of extension in the service period with liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the tenderer has failed to execute:-

(a) Delay up to one fourth period of the prescribed period.

- (b) Delay exceeding one fourth but not exceeding half of the prescribed period. 5%
- (c) Delay exceeding one fourth but 7½% not exceeding three fourth of the prescribed period.
- (d) Delay exceeding three fourth of the prescribed period.

Note: (i) Fraction of a day in reckoning period of delay in services 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 service on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of service.
- (2) Delivery period may be extended with or without liquidated damages if a the delay in the service is on account of hindrances 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.

21

In witness whereof the parties hereto have set their hands on the day of 2018.

Signature of the approved supplier.

Signature for and on behalf of Governor

Designation

. Witness No.1 1. Witness No.1

3- Witness No.2 Witness No.2

Date Date