

राजस्थान सरकार
प्राविधिक शिक्षा मण्डल, राजस्थान,
डब्ल्यू-6 रेजीडेंसी रोड, (गौरव पथ) जोधपुर

क्रमांक एफ3()प्राशिमं/भण्डार/ट्रांसपोर्टेशन /18/2373

दिनांक: 01.04.2018


अल्पकालीन ई-निविदा सूचना संख्या 01/2018-19

प्राविधिक शिक्षा मण्डल, स्थित रेजीडेंसी रोड (गौरव पथ) जोधपुर को वार्षिक परीक्षा 2018 से सम्बंधित परीक्षा केन्द्रों पर गोपनीय सामग्री को पहुंचाने एवं परीक्षा पश्चात् उत्तरपुस्तिकाओं को परीक्षा केन्द्रों से मण्डल में लाने व निर्देशानुसार पुनः मण्डल से जाँच केन्द्रों पर ले जाने की, अनुमानित लागत 20.00 लाख रुपये के लिए सुरक्षित एवं समय बद्ध परिवहन हेतु पंजीकृत सेवा प्रदायकर्ताओं/एजेंसीयों/ ट्रांसपोर्ट कम्पनीयों/कुरीयर कम्पनीयों से विहित शर्तों के अधधीन वार्षिक दर संविदा हेतु प्रस्ताव आमंत्रित किये जाते हैं।

निविदादाता अपने प्रस्ताव दिनांक 12.04.18 को अपरान्ह 11.30 ए एम बजे तक प्रस्तुत कर सकते हैं। प्राप्त निविदायें उसी दिन अपरान्ह 4.00 बजे उपस्थित निविदादाताओं/अधिकृत प्रतिनिधियों के समक्ष खोली जायेंगी।

निविदा संख्या	निविदा का नाम	अनुमानित लागत	धरोहर राशि	निविदा शुल्क	निविदा प्रपत्र बिक्री की अन्तिम तिथि एवं समय	निविदा प्रस्तुत करने की अन्तिम तिथि व समय	निविदा की तकनीकी बिड खोलने की तिथि एवं समय	निविदा की वित्तीय बिड खोलने की तिथि एवं समय
01/18-19	गोपनीय सामग्री एवं उत्तर पुस्तिकाओं (परीक्षा पश्चात्) परिवहन कार्य	20.00 लाख रुपये	40,000 हजार रुपये	400/-	12.04.2018 10.30 AM बजे	12.04.2018 11.30 AM बजे	12.04.2018 3:00 PM बजे	12.04.2018 05:00 PM बजे

अद्योहस्ताक्षरकर्ता को किसी भी निविदा प्रस्ताव को रद्द करने अथवा अस्वीकार्य करने का अधिकार होगा। निविदा की विस्तृत शर्तें कार्यालय में अथवा राज्य सरकार के पोर्टल <http://eproc.rajasthan.gov.in>, sppp.rajasthan.gov.in विभाग की Website. techedu.rajasthan.gov.in पर अवलोकन की जा सकती है। निविदा ऑनलाईन <http://eproc.rajasthan.gov.in> पर ही स्वीकार की जायेगी।


संयुक्त निदेशक एवं सचिव

राजस्थान-सरकार,
प्राविधिक शिक्षा मण्डल, राजस्थान, जोधपुर

क्रमांक एफ3()प्राशिमं/भण्डार/ट्रांसपोर्टेशन / 18/2374

दिनांक: 01.04.2018

निदेशक,
सूचना एवं जनसम्पर्क निदेशालय,
जोधपुर।

विषय : अल्पकालीन ई-निविदा सूचना संख्या 01/2018-19
संबंधी विज्ञप्ति प्रकाशित करने के संबंध में।

महोदय,

विषयान्तर्गत लेख है कि पत्र के साथ अल्पकालीन ई-निविदा सूचना संख्या 01/2018-19 की 10 प्रतियां एवं सी.डी. संलग्न कर भिजवायी जा रही है। जिसको सामान्य एवं वित्तीय लेखा नियम एवं राजस्थान लोक उपापन में पारदर्शिता कानून के नियमानुसार समाचार पत्रों एवं वेब साईट पर दिनांक 04.04.2018 से पूर्व एक क्षेत्रीय एवं एक राज्य स्तरीय समाचार पत्र में प्रकाशन जिसमें एक का प्रसारण 50,000 प्रतियां या अधिक हो, में प्रकाशित कराने का कष्ट करावें। ताकि निविदा के प्रकाशन की तिथि एवं निविदा खोलने की तिथि में पर्याप्त अवधि का अन्तराल निविदादाताओं को मिल सकें। कृपया प्रकाशनार्थ भेजे जाने वाले पत्र की प्रति इस विभाग को भी पृष्ठांकित करावें।

संलग्न : निविदा की दस प्रतियां एवं एक सी.डी.

भवदीय



(अमिता बापना)

संयुक्त निदेशक एवं सचिव,
प्राविधिक शिक्षा मण्डल

Government of Rajasthan

Board of Technical Education Rajasthan
W-6, Gaurav Path, Residency Road, Jodhpur

**Tender Document for "Transportation of Confidential Material
& Answerbooks"**

Under Notice No. 01/2018-19/2373

Due on 12-04-2018

Tender Documents

S. No.	Particular	Page No.
1	Summary of Document	3
2	Check List	4-5
3	SR-14 & Special Conditions	6
4	Tender Form (SR-15)	7
5	Conditions of Tender and contract (SR-16)	8-11
6	Annexure ABCDEFG & SR Form 17	12-24
7	Technical Bid Annexure 'H'	25
8	Financial Bid Annexure 'I'	26

BOARD OF TECHNICAL EDUCATION JODHPUR, RAJASTHAN

CHECK LIST

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	Tender Processing Fees (RISL)	DD No. date Amount Rs.....	
04	GST Registration No.	YES / NO	
05	Registration Certificate	YES / NO	
06	Declaration by the Tenderers (Annex. B)	YES / NO	
07	PAN Card	YES / NO	
08	Turnover, Audited Balance Sheet & P&L A/c	2016-17 Rs. YES / NO 2015-16 Rs. YES / NO 2014-15 Rs. YES / NO Average Annual Turnover Rs.
09	Experience of related Transportation	Order no: Date NO: Order no: Date NO: Order no: Date NO:	

Signature of Tenderer

2

कार्यालय उपयोग के लिये

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

1.

2.

3.

4.

लेखाकार

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

निविदा कमेटी के सदस्य

01.

02.

03.

04.

05.

राजस्थान सरकार
प्राविधिक शिक्षा मण्डल, राजस्थान
डब्लू 6 रेजीडेन्सी रोड, (गौरव पथ) जोधपुर

क्रमांक : एफ 3()प्राशिम/भण्डार/ट्रांसपोर्टेशन/18/

दिनांक :

1. सेवा का विवरण :- सेवा प्रदायकर्ता एजेन्सी को तीन चरणों (अ,ब,स) में अपनी सेवाएँ देने हेतु अपनी संकलित दर प्रति किलोग्राम प्रस्तुत करनी होगी।

क्र. स.	सेवा का विवरण
अ	राजस्थान में लगभग 62 केन्द्रों तक कार्यालय द्वारा उपलब्ध करवाए गए रूट चार्ट अनुसार गोपनीय दस्तावेजों के सील बन्द बंडलों को परीक्षा पूर्व सुरक्षित बन्द बोडी के वाहन से परिवहन का कार्य।
ब	लगभग 120 परीक्षा केन्द्रों से परीक्षा होने के 4 घंटे पश्चात् अथवा प्रथम एवं द्वितीय पारी की परीक्षाओं के उत्तर पुस्तिकाओं के बण्डल सांय 6 बजे तक परीक्षा केन्द्रों से संग्रहित कर अगले 48 घंटों में मण्डल कार्यालय जोधपुर में सुरक्षित बन्द बोडी के वाहन में पंहुचाने का कार्य। यह कार्य परीक्षा अवधि में निरन्तर रहेगा।
स	लगभग 06 नोडल केन्द्रों पर उत्तर पुस्तिकाओं को पंहुचाने का कार्य (प्रथम परीक्षा दिवस से एक सप्ताह के भीतर प्रारम्भ होकर परीक्षा समाप्ति से 15 दिवस तक पूर्ण होगा) लगभग एक माह के भीतर इन्हीं केन्द्रों से निर्देशानुसार उत्तर पुस्तिकाओं के बण्डल पुनः प्राविधिक शिक्षा मण्डल, जोधपुर के कार्यालय में पंहुचाने का कार्य।

2. धरोहर राशि : कार्य की अनुमानित लागत 20.00 लाख की 2 प्रतिशत धरोहर राशि 40,000/- होगी। धरोहर राशि नकद / डी.डी. द्वारा दिनांक 12.04.2018 को दोपहर 11.30 AM बजे तक जमा करानी होगी।
3. निविदा शुल्क निविदा शुल्क रुपये 400/- नकद/ डीडी/ द्वारा दिनांक 12.04.2018 को दोपहर 11.30 AM बजे तक नकद/डीडी द्वारा जमा कराना होगा।
4. प्रोसिंग शुल्क : प्रबंध निदेशक आर आई एस एल जयपुर के नाम रुपये 500/- का डी डी दिनांक 12.04.2018 को दोपहर 11.30 AM बजे तक जमा कराना होगा।
5. धरोहर राशि / निविदा शुल्क एवं प्रोसेसिंग शुल्क के अभाव में किसी निविदा पर विचार नहीं किया जायेगा।
6. तकनीकी बिड में निम्न सूचनाएँ सम्मिलित होगी -
 1. बयाना राशि, निविदा शुल्क, प्रोसेसिंग शुल्क का विवरण
 2. फर्म के रजिस्ट्रेशन दस्तावेज की फोटो प्रति
 3. फर्म के आयकर संबंध पैन नंबर की फोटो प्रति
 4. फर्म के जी एस टी रजिस्ट्रेशन एवं रिटर्न की सूचना
 5. फर्म की वित्तीय क्षमता से सम्बन्धित अंकेक्षित लेख
 6. फर्म की कार्य करने के अनुभव से सम्बन्धित दस्तावेज की प्रति
 7. फर्म के पास उपलब्ध भौतिक संसाधनों का विवरण
7. दरें विहित प्रारूप में प्रस्तुत करनी होगी
8. उपरोक्त कार्य में बन्दी बॉडी के वाहन, ताले लगाने की सुविधा सहित, जैसे टाटा 407, महेन्द्रा पिकअप, कैम्पर लोडिंग बोलेरो जैसे वाहन प्रयुक्त करने होंगे।
9. स्वीकृत निविदादाता को 07 दिन में 5 प्रतिशत अमानत राशि एवं रुपये 5000/- नॉन ज्यूडिसियल स्टाम्प पर एग्रीमेंट भर कर प्रस्तुत करना होगा।
10. भुगतान हेतु प्रस्तुत बिलों से नियमानुसार आयकर एवं यदि अन्य कोई कर लागू हो, की कटौति की जायेगी।
11. परिवहन सेवा की मात्रा एवं समय सीमा में मण्डल द्वारा आवश्यकतानुसार परिवर्तन किया जा सकता है।
12. सरकार न्यूनतम दर वाली संविदा को स्वीकार करने हेतु बाध्य नहीं है तथा वह किसी भी निविदा को अथवा उसके किसी भी भाग को बिना कारण बताये रद्द कर सकेगी।
13. निविदादाता को ई-टेंडर द्वारा तकनीकी एवं वित्तीय बिड पृथक-पृथक प्रस्तुत करनी होगी। (online <http://eproce>) तकनीकी बिड में बिन्दु संख्या 6 की सूचना एवं वित्तीय बिड में बिन्दु संख्या 7 के अनुसार प्रस्तुत दरों की सूचना प्रस्तुत करनी होगी। तकनीकी बिड के मूल्यांकन पर असफल फर्म की वित्तीय बिड नहीं खोली जायेगी।

सचिव,
प्राविधिक शिक्षा मण्डल, राज. जोधपुर

SECTION III

एस.आर.15

- प्राविधिक शिक्षा मण्डल, राजस्थान,
डब्ल्यू -6 रेजीडेंसी रोड, (गौरव पथ) जोधपुर
- सेवा का नाम निर्धारित परीक्षा केन्द्रों पर गोपनीय दस्तावेजों को पंहुचाने एवं परीक्षा पश्चात उत्तर पुस्तिकाओं को लाने व निर्देशानुसार पुनः ले जाने के लिए सुरक्षित एवं समयबद्ध परिवहन कार्य
 - निविदा प्रस्तुत करने वाली फर्म का नाम व
डाक पता/मोबाईल नम्बर
 - पंजीकरण का विवरण
 - पैन कार्ड संख्या
 - निविदा शुल्क की राशि जमा
होने का विवरण
 - धरोहर राशि जमा का विवरण
 - प्रोसेसिंग शुल्क (RISL) का विवरण
 - निम्न लिखित सेवायें प्रस्तुत करने के लिए हमारी संकलित एक मुश्त दर अ ब स तीनों के लिए निम्नानुसार होगी :- (दरें पृथक से BOQ Annex. I (Cover II) में दर्शायें)

क्र.स.	सेवा का विवरण	दर प्रति किलोग्राम
अ	राजस्थान में लगभग 62 केन्द्रों तक कार्यालय द्वारा उपलब्ध करवाए गए रूट चार्ट अनुसार गोपनीय दस्तावेजों के सील बन्द बंडलों को परीक्षा पूर्व सुरक्षित बन्द बोडी के वाहन से परिवहन का कार्य।	
ब	लगभग 120 परीक्षा केन्द्रों से परीक्षा होने के 4 घंटे पश्चात् अथवा प्रथम एवं द्वितीय पारी की परीक्षाओं के उत्तर पुस्तिकाओं के बण्डल सांय 6 बजे तक परीक्षा केन्द्रों से संग्रहित कर अगले 48 घंटों में मण्डल कार्यालय जोधपुर में सुरक्षित बन्द बोडी के वाहन में पंहुचाने का कार्य। यह कार्य परीक्षा अवधि में निरन्तर रहेगा।	
स	लगभग 06 नोडल केन्द्रों पर उत्तर पुस्तिकाओं को पंहुचाने का कार्य (प्रथम परीक्षा दिवस से एक सप्ताह के भीतर प्रारम्भ होकर परीक्षा समाप्ति से 15 दिवस तक पूर्ण होगा) लगभग एक माह के भीतर इन्हीं केन्द्रों से निर्देशानुसार उत्तर पुस्तिकाओं के बण्डल पुनः प्राविधिक शिक्षा मण्डल, जोधपुर के कार्यालय में पंहुचाने का कार्य।	
उपरोक्त दर अ ब स की एक ही रहेगी एवं समस्त प्रकार के कर/ परिवहन/ भराई/ उतराई सहित है।		

- फर्म द्वारा संलग्न निर्धारित शर्तों के अनुसार सामग्री की सुपर्दगी दी जायेगी।
- उपरोक्त दरें कार्य आदेश से एक वर्ष तक अवधि हेतु मान्य है। यह आपसी सहमति से तीन माह तक बढ़ाई जा सकती है।
- कुल 5 प्रतिशत धरोहर राशि (दो प्रतिशत धरोहर राशि को समायोजित करते हुए) सात दिवस में नकद/डी.डी द्वारा जमा करा दी जावेगी।
- परिवहन हेतु पर्याप्त संसाधन होने अथवा इस हेतु व्यवस्था करने में सक्षम होने का घोषणा पत्र संलग्न किया जाता है।
- प्रारूप एस.आर. 17 में रुपये 5000/- स्टाम्प राशि पर अनुबन्ध पत्र सात दिवस में निष्पादित करा दूंगा।
- Annex. A,B,C,D,E,F,G संलग्न है।

हस्ताक्षर निविदादाता

Board of Technical Education, Rajasthan, Jodhpur
Main Terms & Conditions of
“Short Term E-Tender No. 01/2018-19” for Transportation of
Confidential material and Answer books

1. BTER will provide details about the time schedule for examination, list of examination centers and number of excepted answer books each center.
2. Examination centers are normally from amongst the affiliated colleges of BTER within the Rajasthan, the list of which shall be provided to firm. The centers are situated all over in Rajasthan.
3. Answer books have to be collected from the centre within 4 Hrs. of the completion of examination or upto 6:00 p.m. in case where the examination is in two session on particular day and have to be delivered to BTER Jodhpur within 48 hours of picking the answer book/ Confidential materials packets from examination centres. In case firm fails to deliver answer books within 48 Hrs to BTER after picking the answer book packets from examination centers, the firm shall be panelized for delay.
4. The firm has to ensure the safety and security while transporting answer book packets and confidential materials packets and other material in sealed condition to the BTER in all weather conditions. Vehicles which will be used for picking the material must be properly secured & covered from all sides for maintaining secrecy and safety.
5. 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.
6. Before receiving the packets from the examination centers , the firm has to ensure that the answer books of different subjects are packed separately by the examination centers and performa (as specified by BTER) are properly filled and pasted on each packet, before handing over to firm. Sample copy of these performa shall be provided to firm by BTER.
7. The packet pickers have to be provided with proper identity cards by the firm & their details shall be submitted to BTER office and their credentials are to be established by agency before assigning confidential task and shared with BTER.
8. Vehicle should have proper registration with R.T.O. & insurance with authorized agency. The drivers must have proper & valid driving License .They should not be habitual of taking liquor , tobacco and smoking while driving and should be well behaved.

9. 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
10. The office will impose 10% penalty + legal action + forfeiture of entire EMD on the transporter or as deem fit for any of the following reason :
 - (i) Late delivery of Answer Sheets Packets/ Confidential materials Packets to the various destinations in Rajasthan.
 - (ii) Delivery of damaged material to the destination.
11. 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.
12. 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.
13. **Insurance :** The material will be delivered at the destination (in BTER, Jodhpur/Examination centers) in perfect condition. The vendor, has to get insurance as per rules against any loss by the destructions, accidents or damage, be fire, flood under exposure to weather or otherwise (war, rebellions, riot etc.) The insurance charges will be borne by the firm and the Board will not be required to pay such charges.
14. The firm has to deliver the material within 2 days, failing which appropriate action may be initiated by the BTER.
15. GST and all type of taxes will be included in the rates finalized for the order.
16. All other terms & conditions shall be applicable as laid down in GF&AR & RTPP rules.
17. 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.
18. The bidder preferably should provide carrier vehicles which are covered and can be locked for safe transportation of answer books and confidential materials.
19. You will have to execute an agreements in prescribed form within a period of 7 days from the dispatch date of this order.
20. Rest of terms and conditions shall be applicable as provided for in the tender documents.
21. **PAYMENT SCHEDULE**
 1. 80% payment of the bill shall be made within 45 days after the complete transportation of the three types of work and after submission of delivery report.

2. Remaining 20% payment shall be made after looking into the complaints, if any, received from the Examination Centres.
22. Weight will be verified at BTER level. The firm will provide weighing receipt of empty vehicle and with material also.
23. In case of mechanical failure of vehicle, the firm will provide alternate arrangements at no extra cost (if necessary).
24. BTER reserves the right to accept or reject any or all the Tender without assigning any reason.
25. The Tenderer shall furnish copy of registration under G.S.T. and Income Tax giving its G.S.T. & Income Tax registration number
 - (i) 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.
 - (ii) 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.
 - (iii) Withdrawal of offer after the opening of the tender shall make whole offer invalid, attracting forfeiture of the Earnest Money Deposit (EMD)
 - (iv) In case of exceptional unsatisfactory service, the Board may debar the agency for all future work in addition to penalty stated at clause no.24 above.
26. The rates as quoted shall be for per kg for centres situated, all over Rajasthan inclusive of all Taxes. (GST)
27. All taxes as applicable will be deducted at source.
28. Earnest money of **Rs.40,000/-** (Rupees Forty thousand only) is to be deposited in the BTER along with Tender in the form of Demand Draft in favour of **Registrar, Board of Technical Education Rajasthan, Jodhpur.**
29. In case of any query 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 Purohit on his mobile 09414756348.

30. Eligibility :

1. Proof of good network in entire Rajasthan (List of Branches).
2. Proof of Turn over of the Company. The Terms & Conditions given above alongwith the Tender

form are acceptable to me/ us. A sum of Rs. 40,000/- (rupees forty thousand only) Bank Draft No. dated has been deposited in the Board's Office.

Signature

Name & Address with seal

Contact No. (R).....

(0)

Mobile No

GST No

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

- 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 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 relation to my/our Bid submitted to for procurement of in response to their notice inviting Bid No. Dated I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that;

01. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring 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, 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 entire to 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;
05. I/we do not have 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 :

2

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 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.

Date :

Place :

Signature of Bidder

Name :

Designation :

Address :



MEMORANDUM OF APPEAL UNDER THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT,
2012

Appeal No. of

Before the (First/Second Appellate Authority)

01. Particulars of appellant :

- (i) Name of Appellant :
- (ii) Official address, if any :
- (iii) Residential address :

02. Name and address of the respondent(s) :

- (i)
- (ii)
- (iii)

03. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed 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 :

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

05. Number of affidavits and documents enclosed with the appeal :

06. Ground of appeal :

.....
(supported 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)

I, We declare that I am / We are bonafide/
Manufacturer/Whole Sellers/Sole Distributors/Authorized Dealer/ Dealers
/Sole Selling /Service Provider in the Good/Stores/Equipments / Transportation
for which I/We have Tendered. (STRIKE OFF WHICHEVER IS NOT APPLICABLE)

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

"V.A.T./C.S.T. DECLARATION"

(if applicable)

I, Certify that the goods on which V.A.T. has been charged have not been
exempted under the central Sales Tax Act. (C.S.T.) or State V.A.T. Act. or V.A.T.
Rules, 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
V.AT. Act or the Rules made there under.

Certify that we M/s
.....

are registered as Manufacturer in the (State or Union
Territory) under Sales Tax/VAT Registration No.

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	:	
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

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

1. 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.
3. 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:-

1. _____ as per SR-16 condition- 21

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.		2½ %	
-----	---	--	------	--

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

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

(d)	Delay exceeding three fourth of the prescribed period.		10%	
-----	--	--	-----	--

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.

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

1. Witness No.1

1. Witness No.1

3- Witness No.2

Witness No.2

Date

Date

ANNEXURE "H"

Short Term e- Tender No. 1 (2018-2019) "Transportation of Confidential material & Answerbook"

S.no.	Name of Service	Approximate total weight of material
1	Transportation of sealed packets of confidential material by secured & covered vehicles to approximate 62 centres of Rajasthan, as per route chart provided by BTER before examination	60 Tonne
2	Transportation of answer book packets from approximately 120 examination centers, after collecting them everyday within 4 hours (after completion of examination session) or upto 6 pm (in case of two session of exam) and deliver these packets to BTER Jodhpur within 48 hours from the date of exam by secured & covered vehicles.	
3	Transportation of answer book packets from BTER to approximate 06 Nodal centers, (it will start within 7 days of commencement of examination and will finish around 15 days from end of exams). Approximately within one month answer book packets will have to be transported back to BTER Jodhpur, as instructed.	

Terms & Condition :-

1. Rates must be per kg and inclusive of all taxes and octroi etc.
2. Subject to Jurisdiction at Jodhpur