

Bidding Document

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Phone: 0291-2433473,
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ई-टेण्डर (e-Tender)

Ref- 1380

Date: 15-06-2023

**Short Term Tender Form for Supply of Specified Commodities (Food Grains and others) to
DEPUTY DIRECTOR SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT JODHPUR
on Rate contract Basis for Period of one year/instructions as per SJED HQ jaipur**

Bid form Fee Rs. 2000/- (Non-Refundable)

RISL Processing Fees Rs. 2000/- (Non-Refundable)

Sr.No.	Subject	Date	Time
1.	e-publishing Date	16.06.2023	4.00 PM
2.	Document Download Start Date	16.06.2023	5.00 PM
3.	Document Download End Date	05.07.2023	3.00 PM
4.	Bid Submission End Date	05.07.2023	5.00 PM
5.	Technical Bid Opening Date	06.07.2023	4.00 PM
6.	Online Submission of Tender Fee and Processing Fee Challan (THROUGH E GRAS SINGLE CHALLAN) A copy must be submitted physically at office.	05.07.2023	4.00 PM

ऑन-लाईन बिडिंग के लिए निविदादाता का सूचना प्रौद्योगिक अधिनियम 2000 के अनुसार डिजिटल हस्ताक्षर प्रमाण पत्र (DSC) होना आवश्यक है। निविदा दस्तावेज मय शर्तें sjerajasthan.gov.in: eproc.rajasthan.gov.in व sppp.rajasthan.gov.in पर उपलब्ध हैं। तकनीकी निविदा उन्ही निविदादाताओं की खोली जायेगी जिनके द्वारा अमानतराशि निविदा लागत की 2 प्रतिशत का डीडी, निविदा प्रपत्र शुल्क उप निदेशक सामाजिक न्याय एवं अधिकारिता विभाग जोधपुर के नाम से देय होगा तथा प्रोसेसिंग शुल्क ऑनलाईन ई-ग्रास से चालान द्वारा एम.डी.आर.आई.एस.एल. जयपुर; **MD RISL, JAIPUR** के नाम से देय होगा जो उप निदेशक सामाजिक न्याय एवं अधिकारिता विभाग जोधपुर में भौतिक रूप से जमा कराया जाना अनिवार्य है। इसके अभाव में तकनीकी निविदा असफल मानी जावेगी, जिसका विवरण निम्न है:-

क्र०सं०	शुल्क विवरण	भुगतान का प्रकार	लेखा शीर्ष
01	निविदा प्रपत्र शुल्क रु.2000/-	Online Submission of Tender Fee of Rs.2000/- and E-Tender Processing Fee Challan of Rs 2000/- (THROUGH E-GRAS SINGLE CHALLAN) A copy must be submitted physically at office on Scheduled Date and Time	0075-00-800-52-01
02	ई-निविदा प्रोसेसिंग शुल्क रु.2000/-		8658-00-102-16-01
03	अमानत राशि रु. 440000/-	A Bank Demand Draft with the Name of DEPUTY DIRECTOR SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT, JODHPUR , and must be submitted physically at office on Scheduled Date and Time	

तकनीकी निविदा खोलने की तिथि को अवकाश घोषित हो जाने पर अगले कार्य दिवस को निविदा खोली जावेगी। उक्त निविदा को बिना कारण बताये निरस्त करने का अधिकार अधोहस्ताक्षरकर्ता को होगा।

UBN NO.SOC2324GLOB00050

NIB code: SOC2324A0049

NOTICE INVITING E-BID (NIB No. 02/2023-24)

Ref- 1380

Date: 15-06-2023

Sealed Single Stage Two-envelopes unconditional online Bid for One Year Rate Contract, are invited on behalf of the Governor of Rajasthan for the procurement and supply of Specified commodities (Food Grains and others) from the Producers/Manufacturers/Wholesalers/Suppliers registered under relevant authorities for providing such items, as per the Bidding Schedule given below.

S.No.	Items	Estimated Cost for One Year	02 प्रतिशत धरोहर राशि रु0	Bid Fees Document	RISL Processing Fee
1.	Procurement and supply of Specified commodities (Food Grains and others) to the hostels run by SJED, JODHPUR.	220.00 lakhs	440000/-	Rs 2000/-	Rs 2000/-

Bidding Schedule

Sr.No.	Subject	Date	Time
1.	e-publishing Date	16.06.2023	4.00 PM
2.	Document Download Start Date	16.06.2023	5.00 PM
3.	Document Download End Date	05.07.2023	3.00 PM
4.	Bid Submission End Date	05.07.2023	5.00 PM
5.	Technical Bid Opening Date	06.07.2023	4.00 PM
6.	Online Submission of Tender Fee and Processing Fee Challan (THROUGH E GRAS SINGLE CHALLAN) A copy must be submitted physically at office.	05.07.2023	4.00 PM

- Place of delivery (F.O.R.) of food items shall be each hostel run by SJED, JODHPUR, situated in district JODHPUR.
- Purchase preference as per detailed Instructions to Bidders/terms and conditions shall be admissible in evaluation of Bid and award of Contract.
- The Bid is for a one Year Rate Contract.
- Bidding Document may be seen and downloaded from the website of State Public Procurement Portal, <http://sppp.rajasthan.gov.in> or e-procurement portal <http://eproc.rajasthan.gov.in>, <http://sje.rajasthan.gov.in> and the price of Bidding Document may be paid along with user charges/ processing fee, affidavits, certificates and Annexures (if any), as required and mentioned in Evaluation & Qualification Criteria, on or before bid submission end date and time, as per bid schedule.
- Bid validity is 90 days from the bid submission deadline.
- Since the Bid have been invited electronically, the procedure for submission of Bid including payment of price of Bidding document, user charges/ processing fee, etc. shall be as provided on the State e-Procurement Portal, <http://eproc.rajasthan.gov.in>.

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7. Bid received after the specified time and date shall not be accepted and opened.
8. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for Technical and financial proposals. However, Challan for Tender Fees, payable in favour of DEPUTY DIRECTOR Social Justice and Empowerment Department, JODHPUR payable at-JODHPUR and Processing Fees payable in favour of Managing Director, RAJCOMP info services limited, and payable at jaipur. Tender fee, and processing fee Challan affidavit tender documents should be submitted physically at the office of Tendering Authority as prescribed in BID and Scanned copy of same should also be uploaded along with the technical bid.
9. The Bid will be opened on the date & time as mentioned in Bid.
10. Bidder, who wishes to participate in the Bid, will have to register on <http://eproc.rajasthan.gov.in>. Bidder will have to procure digital signature certificate (DSC) as per Information Technology Act 2000 and amendments, to participate in online Bid.
11. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bid without assigning any reason thereof.
12. The Bidders shall have to submit a valid registration certificate from the concerned authorities and the 'PAN' issued by Income Tax Department.
13. The details of the hostels run by SJED, JODHPUR are appended with bidding documents.
14. These items may be increase or decrease as per requirement.


DEPUTY DIRECTOR
SOCIAL JUSTICE & EMPOWERMENT
DEPARTMENT JODHPUR
Date: 15-06-2023

Ref- 1381-85

प्रतिलिपि :-

1. श्रीमान् निदेशक महोदय, सामाजिक न्याय एवं अधिकारिता विभाग, राजस्थान-जयपुर।
2. श्रीमान् निदेशक सूचना एवं जनसम्पर्क अधिकारी, सचिवालय जयपुर को प्रेषित कर निवेदन है कि उक्त निविदा सूचना का प्रकाशन राजस्थान लोक उपापन मे पारदर्शिता अधिनियम 2012 एवं नियम 2013 के अनुसार समाचार पत्र में न्यूनतम जगह में डी.पी.आर. दरो पर न्यूनतम स्पेस में प्रकाशित करवाने का श्रम करें।
3. श्रीमान् अति.निदेशक (छात्रवृत्ति एवं छात्रावास), सामाजिक न्याय एवं अधिकारिता विभाग, राज.जयपुर।
4. श्रीमान् अति.निदेशक (आई. टी), सामाजिक न्याय एवं अधिकारिता विभाग, राज.जयपुर को विभागीय वेबसाईट पर अपलोड करने हेतु।
5. नोटिस बोर्ड कार्यालय हाजा/जिला परिषद/जिला कलक्टर कार्यालय।


उपनिदेशक

Instructions for online submission of e-Bid

- 1- The Bidders who are interested in bidding can download Bid Documents from <http://eproc.rajasthan.gov.in>
- 2- Bidders, who wish to participate in this Bid, will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, Bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic Bid.
- 3- Bidder will submit their offer on-line in electronic formats both for technical and financial proposals; however for Bid fees, processing fees shall be submitted manually in the office of tendering authority (DEPUTY DIRECTOR SJED, JODHPUR, JODHPUR) before scheduled date & time as mentioned in NIB. Scanned copy of Challan shall be uploaded along with the online Bid.
- 4- Before electronically submitting the tenders, it shall be ensured that all the Bid papers including conditions of contract are digitally signed by the Bidder.
- 5- Bidders are also advised to refer "Bidders manual" available under "Download" section for further details about the e-tendering process.
- 6- The prospective bidders if they so desire may participate in the bid to clarify the doubts in respect of bidding document before last date of submission of Bid in any working day.

Special Note:-

All Bidders are advised not to wait till last date and are advised to submit their tender/Bid at the earliest. The SJED, JODHPUR will not be responsible for any last minute rush in website. No extension in deposition of Tender/Bid will be allowed.

TECHNICAL COVER CHECK LIST

Sr. No.	Particulars	Enclosed (Yes/No)	Page No
1.	The bidder shall have Minimum average annual turnover of Rs. 01.00 crore (one crore) during last three financial years i.e. 2020-21, 2021-22 and 2022-23 regarding average annual turnover Bidder shall submit last three years audited Balance-Sheet and profit and loss account and trading account of last three financial years i.e. . 2020-21, 2021-22 and 2022-23 along with Bid.		
2.	Self attested copy of PAN card.		
3.	Self-attested copy of Goods and Service Tax registration.		
4.	Self attested Copy of firm's registration under Proprietorship/ Indian Partnership Act, 1932/ Indian Companies Act, 1956/ Societies Registration Act, Cooperative Societies Act.		
5.	If the bidder is MSME, in this regard they shall submit relevant forms, certificates and affidavit for applicability		
6.	Bidder shall submit valid Certificate to supply the commodities as specified in the tender having FSSAI/BIS/HACCP/Agmark/FPO as the case may be, if applicable.		
7.	Technical Undertaking		
8.	Authorization letter in form of a person who is signing the tender documents on behalf of Bidder		
9.	Iso certificate of the firm		
10.	Certificate of satisfactory supply of goods of minimum 80 lakhs in any govt sector.		
11.	Annexure-A (Compliance with the code of integrity and no Conflict of Interest)		
12.	Annexure-B (Declaration by the Bidder regarding Qualifications))		
13.	Annexure-C (Grievance Redressal during Procurement Process)		
14.	Annexure-D (Annual turnover Statement) duly certified and signed by Chartered Accountant.		
15.	Annexure-E (Declaration regarding acceptance of Terms & Conditions of Bid)		
16.	Annexure-F (Statement of Declaration)		
17.	Annexure-G Agreement		
18.	Annexure-H (List of required items for Hostels of SJED, JODHPUR all over JODHPUR)		
19.	Annexure-I FINANCIAL PROPOSAL SUBMISSION SHEET		
20.	Annexure-K- PERFORMANCE SECURITY (Demand Draft)		
21.	Annexure-L BIDDER'S ATUTHORIZATION CERTIFICATE		
22.	Annexure-M (List of Hostels of SJED, JODHPUR all over JODHPUR)		
23.	Annexure-N (Non-Blacklisted Affidavit)		
24.	Annexure-O (Firm's Affidavit)		
25.	Annexure-P (Self Declared Certificate of Firm)		

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Details of Bidder

e-Bid Notice No. dated

1.	Name of the Firm		
2.	Telephone No.		
3.	Mobile No.		
	Email ID		
4.	Office Address of the Firm/Co.		
5.	Address of the Shop/Office/Godown etc.		
6.	Constitution of the Firm whether Proprietorship/Partnership/Company		
a)	<u>In case of Proprietorship Firm</u>		
	Name, Father's Name and Residential address of the Proprietor.		
b)	<u>In case of Partnership Firm</u>		
	Name, Father's Name and Residential address of all the Partners.		
	Note: (Enclose the Registration certificate from the Registrar of Firms or its attested copy/Photocopy of Partnership Deed (attach separate sheet if space is insufficient).)		
c)	<u>In case of Company</u>		
i)	Regd. No. of the Company		
ii)	Name and address of the Directors of the company (Attach separate sheet if space is insufficient)		
7.	<u>BANK DETAILS OF BIDDER</u> Banker's name with branch Account type Account number/IFS Code		
8.	GST Registration No. -----		
9.	PAN No. of the Bidder		
10.	MSME registration no.		

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11.	ISO registration no.		
	*(to be filled by the Office)		
	Signature of the Bidder with Seal		
	(Name _____)		
	(Designation _____)		

* Attach separate sheet for details, where required.

* In case of authorized representative signing this document enclose copy of the authority letter as per Annexure L-.

SECTION I : INSTRUCTIONS TO BIDDERS (ITB)

Important Instruction:-The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012"[hereinafter called the Act] and the "Rajasthan Transparency in Public Procurement Rules, 2013"[hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this bidding document, the provisions of the Act and the Rules will be prevail.

1. The objective of the Bid is to provide good quality Specified Items at remunerative price of combo pack for supply at Hostels under SJED, JODHPUR.

2. Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bid(NIB) and shall be stopped as per NIB. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- b) The bidding documents shall be made available to any prospective bidder who pays the price for it in through single E gras challan.

3. Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of



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Bids, when changes are made to the bidding document by the procuring entity;
provided that the Bid last submitted or the Bid as modified by the bidder shall be
considered for evaluation.

4. Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/
bidding document. A Bid valid for a shorter period shall be rejected by the procuring
entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional
circumstances, may request the bidders to extend the bid validity period for an
additional specified period of time. A bidder may refuse the request and such refusal
shall be treated as withdrawal of Bid and in such circumstances bid security shall not
be forfeited.

5. Format and Signing of Bids

- a) Bidders must submit their Bid online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded shall be digitally signed with the DSC of authorized signatory and
uploaded only in PDF format with clear readability and prescribed file name as mentioned in
the table below. All the bid document and required supporting documents should be signed in
original with blue ink. Scanned signature on any document are not permitted
- c) A Single stage Two part/ cover system shall be followed for the Bid: -

Part-I/Technical Cover (in PDF format)-

A. In the Fee Cover (in PDF format)

- I. Scanned copy of E Gras single challan for Bid fee.
- II. Scanned copy of dd of 2 percent of tender amount for Bid security.
- III. Scanned copy of E Gras single challan for bid documents fees in favour of SJED
jodhpur and processing fees in favour of MD, RISL payable at Jaipur.

B. In the Technical document cover (in PDF format)-

Scanned copy (signed & sealed) of the Technical Bid along with all the documents
mentioned in the "Eligibility Criteria/Qualification Criteria", in support of the
eligibility and Annexure and supporting papers (except BoQ Sheet) for evaluation
of Technical Bids.

Part-II/Financial Cover (.xls format)-

Financial Proposal Submission Sheet, i.e. **BOQ xls format**. The Bill of Quantity (BoQ) must
be uploaded after entering the rate offered for COMBO PACK to SJED, JODHPUR in the
uploaded BoQ as per enclosed technical specifications of Specified Commodities as per
prevailing Act like FSSAI/BIS/ISO/HACCP/FPO etc. of each commodities and amendments
from time to time.

**Note: - Commodity wise bifurcation/ breakup of rates as per annexure I shall be
submitted by the successful bidder.**



Note:- Bid will be liable for outright rejection if:-

- I. Any rates are disclosed in Technical cover-A & B.
- II. Any discounts/ special offers are made in Technical cover-A & B.

The bidder shall ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

The financial Bid of only those Bidders would be opened and considered, whose Bids are found technically qualified as per terms and conditions of tender.

6. Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

7. BID SECURITY:-

Demand draft of 2 percent (rs.440000) of tender amount for Bid Cover-1 as per RTPP rules 2012 and rules 2013 and Bidder is bound to submit hard copy to DEPUTY DIRECTOR SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT, JODHPUR.

8. WITHDRAWALS, SUBSTITUTION AND MODIFICATION OF BIDS:-

No Bid will be withdrawn, substituted or modified after the last time and date fixed for receipt of Bids prescribed in www.eproc.rajasthan.gov.in

9. OPENING OF BIDS:-

- a) The Bid shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorized representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to SJED, JODHPUR).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bid to assess the prima-facie responsiveness and ensure that the:-
 - a. bid is accompanied by bidding document fee, demand draft of bid security money, and processing fee (if applicable);
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and



- d. Other conditions, as specified in the bidding document are fulfilled.
- f) Any other information which the committee may consider appropriate No Bid shall be rejected at the time of Bid opening except the Bid not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.
- h) The Financial Bid of only technically qualified Bidders will be considered. Only the successful Bidders in technical Bid are eligible to participate in further proceedings.
- i) If the date fixed for opening of Bid happens to be Govt. holiday, the tenders filled online will be opened on the next working day at the same time specified above.

10. Selection Method:

Lowest financially evaluated of Combo pack (composite basis) to be procured & technically responsive bidder shall be selected for award of contract.

11. Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

12. Evaluation & Tabulation Technical Bids

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.



- c. A material deviation, reservation, or omission is one that,
- i. if accepted, shall:-
1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
- ii. If rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST/GST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria

Bid shall be evaluation based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the **clause "Format and Signing of Bids"**

d) Tabulation of Technical Bids

- a. If Technical Bid have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bid and sign it.



- e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

13. Evaluation & Tabulation of Financial Bids

Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bids:-

- a) The financial Bid of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) The process of opening of the financial Bid shall be similar to that of technical Bids.
- c) conditional Bid are liable to be rejected;
- d) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- e) The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order.
- f) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bid and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- g) The members of Bid evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- h) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

14. Correction of Arithmetic Errors in Financial Bids

Provided that a financial bid is substantially responsive, the bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely:

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;



- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.
- If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid will be disqualified and its Bid Security will be forfeited or its Bid securing declaration will be executed.

15. Price/ purchase preference in evaluation

Price and/ or purchase preference notified by the State Government (GoR), Price/purchase preference policy for MSME enterprise (as per circular on Nov. 19, 2015 and Aug. 29, 2018) & any other notification issued by GoR for price/ purchase preference and as mentioned in the bidding document shall be considered in the evaluation of Bid and award of Rate contract.

16. Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger, what's app or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bidder to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/



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supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

- g) In case the rates even after the negotiations are considered very high, fresh Bid shall be invited.

17. Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
- a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
- a. communicated to the concerned bidder in writing;
 - b. Published on the State Public Procurement Portal, if applicable.

18. Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
- a. the Bid is technically qualified;
 - b. the price quoted by the bidder is assessed to be reasonable;
 - c. the Bid is unconditional and complete in all respects;



- d. there are no obvious indicators of cartelization amongst bidders; and
- e. The bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document.
- b) The bid evaluation committee shall prepare a justification note for approval of the procuring entity, clearly including views of the accounts/finance member of the committee.
- c) The procuring entity competent to decide a procurement case, as per delegation of financial powers, shall decide as to whether to sanction the single bid or re-invite Bid after recording its reasons for doing so.
- d) If a decision to re-invite the Bid is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

19. Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bid shall be taken within original validity period of Bid and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days



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from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.

20. Information and publication of award

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

21. Procuring entity's right to accept or reject any or all Bids

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bidat any time prior to award of contract, without thereby incurring any liability to the bidders.

22. Right to vary quantity

- a) **If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.**
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
- 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - 50% of the value of goods or services of the original contract.

23. Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 2.5% of the amount of supply order.
- c) Performance security shall be furnished in demand draft only in favour of "DEPUTY DIRECTOR SJED, JODHPUR": -
- d) Performance security furnished in the form specified in clause [a.] to [b.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all

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contractual obligations of the bidder, including warranty obligations and maintenance
and defect liability period.

- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily.
 - c. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

24. Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the procurement **contract within 10 days** from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

Date

Place

Sign and Seal of the Bidder



SECTION II : Evaluation and Eligibility/ Qualification Criteria:

The Prospective Bidder shall fulfill the following criteria and shall upload self attested/digitally signed copies of the relevant documents along with complete Bid documents.

1. The bidder shall be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement.

(Note: A self-certified declaration regarding the non-applicability of registration to any Act shall be submitted by the bidder)

OR

A company registered under Indian Companies Act, 1956

OR

A partnership firm registered under Indian Partnership Act, 1932.

OR

A society/cooperative society as applicable for dealing in the subject matter of Procurement.

Copy of firm's registration under Proprietorship/ Indian Partnership Act, 1932/ Indian Companies Act, 1956, Societies Registration Act, Cooperative Societies Act along with copy of bye laws be submitted or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement with relevant authority in India, if applicable shall be submitted.

If the bidder is MSME, in this regard they shall submit relevant forms, certificates and affidavit for applicability as per Finance department, GOR notification dated 19 nov., 2015 and as amended on dated 29 Aug, 2018.

2. The bidder shall have Minimum average annual turnover of Rs. . 01.00 crore (one crore) during last three financial years i.e. 2020-21, 2021-22 and 2022-23 regarding average annual turnover Bidder shall submit last three years audited Balance-Sheet and profit and loss account and trading account of last three financial years i.e. 2020-21, 2021-22 and 2022-23 along with Bid.
3. **The bidder shall provide & append copies of purchase orders/work order and submit affidavit regarding successful completion of above said work, on Rs.100 non judicial stamp also certifying that the firm/bidder has not been blacklisted in any previous contract.**
4. Bid Fees, Processing fees and Bid security Money of required amount as per notice inviting Bid.

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5. Self-attested copy of Goods and Service Tax registration and copy of latest GST return (Not older than four months) filed shall be enclosed.
6. Self-attested copy of PAN card shall be enclosed.
7. Declaration for not having been blacklisted by any Procuring Entity, in Rajasthan State or by any State Government or by Government of India.
8. Bidder shall submit valid Certificate to supply the commodities as specified in the tender having FSSAI/ISO/BIS/HACCP/Agmark/FPO as the case may be, if applicable.
9. Bidder shall submit sealed samples of Specified items.
10. All documents and /or registrations shall be valid and in force on the end date of submission of Bid.
11. The bidder shall submit scanned copy of proof of deposition of Bid document fees, (through E Gras single challan) Processing Fees (through E Gras single challan) and DD of Bid-Security money. Technical evaluation shall be done on the basis of the above required documents.
12. **If the above item/certificate not submitted, the Bid will not be considered valid.**

Date
Place

Sign and Seal of the Bidder



SECTION III : GENERAL TERMS AND CONDITIONS OF BID & CONTRACT(GCC):

E-Bid are invited from Specified items Producers/ Manufactures/Wholesalers/ Suppliers situated in India **for Specified items on one years rate contract** as per specifications prescribed and for its supply at Hostels as per Annexure-M under **SJED, JODHPUR**.

Definitions:

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) 'Act.' Means the Rajasthan Transparency in Public Procurement Act., 2012
- b) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- c) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- d) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- e) "Day" means a calendar day.
- f) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- g) "Completion" means the fulfillment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- i) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- j) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- k) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any



part of the related services is subcontracted by the successful/ selected bidder.

- l) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- m) "The Site," where applicable, means the designated project place(s) named in the bidding document.
- n) 'Rules' means the Rajasthan Transparency in Public Procurement Rules, 2013
- o) 'SJED, JODHPUR' means social justice & empowerment department.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

1. Bidder shall submit authorization for the person signing this proposal to bind Bidder to the proposal and to any contract resulting there from. (If any)
2. Bidder shall submit Bid form with signature on each page.
3. No Bid will be accepted after due date & time fixed for receiving of Bid.
4. If the last date fixed for opening of Bid in the office is declared to be a holiday, the next working day will be deemed to be the last date for the purpose. The explanation will also apply in relaxation to other dates fixed for any purpose whatsoever.
5. a). SJED, JODHPUR Department reserves the right to reject any or all the tenders without assigning any reason thereof.
b. Bidare invited for mostly grocery & consumer items for supply to SJED, JODHPUR however if any unforeseen condition arises during bidding process (before finalization of above bids), SJED, JODHPUR will be free to fulfill such commitments through separate or alternative arrangements as per SJED, JODHPUR policy. In this regard no objection from bidder will be entertained.



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6. E-Bid will be submitted up to date & time as per e-Bid notice for Supply of Specified Commodities/ items on rate contract for one Years form Date of Contract.
7. Bidder shall have permission/License to Manufacturing/ Production/ Whole selling/retail selling of Specified items as per specifications given in the Bid Form.
8. Bidwill be submitted to DEPUTY DIRECTOR SJED, JODHPUR, JODHPUR through <https://eproc.rajasthan.gov.in>. of Govt. of Rajasthan.
 - i. Bidder shall file Bid duly furnishing the required information as per Bid Document.
 - ii. Bidshall be strictly in conformity with prescribed terms and conditions. Bidshall not contain any conditions other than the prescribed terms & conditions. Bids, which deviate from these terms and conditions, are liable to be rejected.

Before the last date for the submission of Bid, SJED, JODHPUR may amend any of the Bid conditions, as may be desired and if such an amendment is absolutely necessary and the same will be made available on the website sje.rajasthan.gov.in, <http://eproc.rajasthan.gov.in>/ <http://sppp.rajasthan.gov.in>.

9. Financial Bid duly filled as per Part II giving the rates offered to SJED, JODHPUR on COMBO PACK (Supply of Specified Commodities (Food Grains and others) at **Hostels** under SJED, JODHPUR, items of different Brands for quoted items shall be submitted through portal <https://eproc.rajasthan.gov.in> **of Rajasthan** In only format (BoQ). It shall not be disclosed in Technical Bid.
10. The Bidder will sign the Bid form at each page and at the end in token of acceptance of all the terms and conditions of the Bid and then scanned copy will be uploaded on e-portal **except BOQ**.

11. Joint Venture, Consortium or Association

Joint Venture/Consortium or Association is not allowed for the bid.

12. SUBMISSION OF SAMPLES & DEMONSTRATIONS:-

- (i) Samples of Specified items must be sent free of cost on demand by DEPUTY DIRECTOR SJED, JODHPUR, JODHPUR even though the specifications or descriptions etc. are mentioned in the Bid form. No sample will be accepted after the prescribed period. In the event of non submission of samples within the prescribed period on demand, the Bid will not be considered and Bid security will be forfeited.
- (ii) Samples should be strictly according to the item quoted in the Bid form, failing which these will not be considered. Such sample must be delivered free of charge to the

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DEPUTY DIRECTOR, SJED, JODHPUR, or any authorized/designated officer by DEPUTY
DIRECTOR SJED, JODHPUR, to be conveyed while placing order. Sample must be
submitted duly sealed and marked suitably either by writing on the sample or on a
slip or durable paper securely fastened to the sample with the particulars as
mentioned below:-

- (A) Name and full address of the firm/manufacturer.
- (B) Specified items Quality, date and Batch/lot number of Manufacturing/Packing.
- (iii) No change in marking on samples will be allowed after the submission of the sample.
Samples should be submitted along with separate challan in triplicate. Samples
without challan will not be accepted.
- (iv) Samples which are submitted by the bidders shall be checked by technical committee
members. In case of doubt about quality of any specific product or commodities, if
technical committee decides so, laboratory test shall be conducted in any NABL
accredited laboratory or any govt. approved laboratory by the department for this
purpose. If the any commodities/item is found below specifications/substandard or
defective during the checking and in laboratory test, SJED, JODHPUR shall reject the
whole combo pack and technical bid.

(v) **Quantity of samples is to be submitted for each sample as below:**

S.No	Name of items	Qty. of samples
1	Rice, wheat, dal, oil, daliya, sugar	250 gm
2	Spices	100 gm
3	Soap, tooth brush, powed and paste, washing power, hair oil etc.	1 piece

13. RATE OFFERED:-

- a) The bidder has to offer the rate for Combo Pack of Specified items **per student per month by supply at Hostels** and The rate for Combo Pack of Specified items **per month at block level at designated/specified locations in entire JODHPUR District** inclusive of cost of all items, GST, Packing, Customs Duty, Excise Duty, Education Cess, Additional Cess, Entry Tax and any other Statutory Taxes applicable from time to time, if any, transit insurance, including the transportation loading and unloading charges, as per Annexure and will not be quoted in fraction of paisa. **The Bidders shall quote their rate in the BoQ "Schedule of Rates"**. The rates will be quoted in



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the figures and if any discrepancy is found in the figures, Bidder will not be allowed to correct such mistake after opening of the Bid.

- b) The rate quoted will be in Indian Rupees and would be in force for the entire contract period. SJED, JODHPUR is not responsible for any fluctuation of prices either in International Market or Domestic Market and no request or representation for revision of rate will be permissible. However, down revision will be in conformity with price fall clause.
- c) Rates quoted must be separately written as per the requirements of the Bid form and shall include all taxes, duties & charges.

14. DETERMINATION OF LOWEST BIDDER:

- a) **The lowest Bidder shall be determined on the basis of total cost arrived at on composite basis as given in BoQ online. In BoQ, quantity for one years of each type of combo pack(coloum no. 3) multiply by net rates of per combo pack quoted(coloum no. 5) by the bidder and amount arrived in coloum no.6, sum of coloum no. 6 (Total composite rate) would be considered as lowest rate for all type of combo packs.**
- b) **NEGOTIATIONS:** Negotiations may be conducted with the lowest bidder only. In case of non-satisfactory achievement of rates from lowest bidder, DEPUTY DIRECTOR SJED, JODHPUR may choose to make a written counter offer to the lowest bidder and if this is not accepted, DEPUTY DIRECTOR SJED, JODHPUR may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest bidder, then to the third lowest bidder and so on in the order of initial bidding, and work order be awarded to the bidder who accepts the counter offer.
- c) In the case, when the quotations given by the bidder during negotiations is higher than the original quotation of the bidder then the bidder will be bound by the lower rate originally quoted by the bidder.
- d) In case of negotiations, representative of the bidder attending negotiations must possess written authority from the bidder to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.



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- e) In the event the SJED, JODHPUR does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or SJED, JODHPUR may take any other suitable action as deemed fit looking to the exigency of the work.

15. SPECIFICATIONS/STANDARD/QUALITY:-

- a) Only good quality of Specified items and brands strictly conforming to FSSAI/AGMARK/BIS/ISO/HACCP/FPO & any other prevailing law commodity wise details at Annexure-H will be supplied to Hostels under SJED, JODHPUR all over JODHPUR.
- b) Stocks not conforming to specifications stand summarily rejected and it is the responsibility of the supplier to lift back the rejected stock immediately. In the event of any of the samples taken found to be substandard, harmful, adulterated etc. as the case may be the concerned Bidder will be wholly responsible for that. The Bidder/Supplier will have to face the prosecution proceedings, if any and have to defend the cases themselves in the concerned Courts. Further the Bidder will have to immediately replace the entire stock of substandard/adulterated items at their own cost.

16. PACKING OF SPECIFIED ITEMS:-

Specified items will be supplied in appropriate net weight packing. Brand/Name/Logo format will be approved by the SJED, JODHPUR if required and will be printed in multi color by the Specified items supplier on poly packs. Packing material will be as per the design approved by the SJED, JODHPUR and it will have to be got approved from the SJED, JODHPUR before commencement of delivery at Hostels.

The approved supplier will have to furnish a certificate for the Environmental Laws from the Indian Institute of Packaging, Kolkata. The poly pack shall have following characteristics: The Texture of poly film shall be homogeneous, clean, and transparent and without any hole.

17. DURATION AND PLACE OF DELIVERY:-

The successful bidder will have to compulsorily supply ordered quantity of Specified items as per specifications in the prescribed period. The first supply equal to two months requirement of each type of institutions will be delivered within 15 days from the date of issuing award of contract there after the successful bidder has to supply



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the specified commodities on two monthly bases within 07 days from next supply
order. The supplier will have to make arrangements accordingly for different places
all over Rajasthan.

18. FURNISHING INFORMATION:-

- a) The supplier will have to provide details of their packing/blending Shop/Go
down/Office/Vehicle/Human Resources.
- b) The Supplier will furnish Hostel wise fortnightly /monthly report of the details of
stock/quantity of Specified items supplied to the Hostels of the concerned Hostel
Superintendent to DEPUTY DIRECTOR SJED, JODHPUR Office by e-mail/ Fax in the
prescribed format.
- c) Supplier shall not only maintain complete account of supplies made but also furnish
the details as and when requested by the SJED, JODHPUR. Non maintenance of
complete record in the prescribed manner will be treated as non compliance and
SJED, JODHPUR is free to take action as per Bid conditions.
- d) The successful bidder will have to provide details of rates of each specified items in
the combo pack as per annexure H

19. QUALITY ASSURANCE:-

The Bidder will have to ensure that the quality of supply of specified items strictly
conforms to the specification prescribed under FSSAI/BIS/AGMARK/HACCP/FPO and
other relevant law in force as per Annexure . **In the event of any of the samples taken
by any Govt. agencies/regulatory agencies or any officer authorized by SJED,
JODHPUR. to do so found to be substandard, harmful, adulterated etc. as the case
may be, the concerned supplier will be wholly responsible for that.** The Supplier will
have to face the prosecution proceedings, if any and have to defend the cases
themselves in the concerned Courts.

20. INDEMNIFICATION:-

The Bidder shall indemnify the **SJED, JODHPUR** against all claims which may arise in
supply of inferior, unsatisfactory and low quality of Specified items not conforming to
prescribed specifications. The bidder will have to replace the inferior, unsatisfactory and
low quality commodities within seven days. **If failure in supply then purchase officer
shall be free to arrange for the urgent required Items from alternative sources and the
extra cost incurred shall be recoverable from the Supplier.** In addition SJED, JODHPUR
will charge 5% of value of rejected/substandard supply for the first time and 10% of



DEPUTY DIRECTOR SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT JODHPUR (7171)
value of rejected/substandard supply second time, there after if the supplier is found to be defaulter, SJED, JODHPUR will be free to take strict action including termination of the contract and forfeiture of the security deposit.

In case of short supply, partial supply and non supply of prescribed commodities SJED, JODHPUR will free to charge margin 15% on procuring cost of commodities to SJED, JODHPUR.

The Bidder shall agree to indemnify SJED, JODHPUR against, and to reimburse SJED, JODHPUR for, and to our option, to defend SJED, JODHPUR against, all damages for which it is held liable to in any proceeding arising out of use of Specified items, pursuant to and in compliance with this Bid/Agreement, and for all costs SJED, JODHPUR reasonably incur in the defense of any such claim brought against SJED, JODHPUR or in any such proceeding in which SJED, JODHPUR is named as a party, including reasonable attorney's fees, provided that SJED, JODHPUR has timely notified us of such claim or proceeding. The approved Supplier will indemnify the SJED, JODHPUR against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.

In case any sample of any commodities taken and is tested for its quality and if found failed subsequently as per contract in that condition bidder will have to replace commodities with standard quality

21. PACKAGING AND LABELING CONDITIONS:-

The Successful manufacturers/suppliers will have to comply with all the provisions and direction given of Packaging & Commodities Act/ Food Safety & Standards (Packaging & labeling) Regulations, 2011 and amendments time to time will have to invariably mention all the relevant details viz. Name of the manufacture, Date of manufacturing, Batch/Lot No., MRP, Best before use, Nutritional Value, Logo etc. over the Specified items. Successful Bidder will have to stamp SOCIAL JUSTICE & EMPOWERMENT DEPARTMENT name along with Not for sale caption on supplied items and packing material both with at least 40% visibility on display part.

22. GUARANTEE CLAUSE:-



The Supplier will give guarantee that the goods supplied would continue to conform to the description and quality as specified as per technical specifications from the date of delivery of the said goods to be supplied and that notwithstanding the fact that the SJED, JODHPUR may have inspected and/or approved the said goods as per technical specifications, the said goods be discovered not to conform to the description and quality as aforesaid/ or have determined and the decision of the SJED, JODHPUR in that behalf will be final and conclusive .

23. INSURANCE:-

The goods will be delivered at the destination in perfect condition. The Supplier if so desires may insure valuable goods against loss by theft, destruction or damages by fire, floods, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the Suppliers and the SJED, JODHPUR will not be required to pay any such charges, if incurred.

24. Inspection:-

- (i) The material will be supplied according to specifications provided at Annexure-'H' and may be inspected by the authorized person of SJED, JODHPUR. In case of FSSAI/BIS/ISO/AGMARK/HACCP/FPO Items, inspection will be strictly as per relevant Act. Specifications with latest amendments which have been made applicable by FSSAI/BIS/ISO/AGMARK/HACCP/FPO at the time of inspection. The inspection and testing of the material may be got done by any inspecting agency at the works of the Supplier or at site. The Supplier will provide all facilities for inspection/testing free of cost.
- (ii) Notwithstanding the fact that the authorized inspecting person/agency had inspected and/or has approved the stores, the purchase officer or his duly authorized expert, may inspect the material as soon as it is received in the stores to ensure that the material is in accordance with the specifications laid down in rate contract on the basis of physical inspection such as followings including test reports submitted by concerned supplier/inspection agency.



(III) In case of doubts in any specific test, same may be got conducted in any NABL laboratory or any govt. approved laboratory for this purpose. If the material is found below specifications or defective, SJED, JODHPUR will not accept the material and will notify the defects to the firm and inspecting agency. SJED, JODHPUR will also simultaneously ask the firm for removal of defect/replacement or refund of its cost as the case may be. The firm will be bound to replace the defective goods after inspection or remove defects as desired by the SJED, JODHPUR.

25. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:-

- a. The quantity mentioned in the Bid is the minimum approximate quantity that the Bidder will have to compulsorily supply to specified destination.
- b. The supplier will submit the supply commitment quantity in which will be used for the cases where the actual demand tends to increase/decrease substantially from the supplied quantity.
- c. If the SJED, JODHPUR does not want to receive supply due to change in circumstances, the Bidder will not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- d. However, the Bidder is bound to supply up to the minimum quantity indicated by him in Bid document, considering the total production/trading capacity & capacity dedicated to SJED, JODHPUR. Moreover, the actual supply beyond Bid quantity may be made keeping in view the supply commitment of Bidder to SJED, JODHPUR.
- e. 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 will not be more than 50% of the value of goods of the original contract and will be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity will be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred will be recovered from the supplier.

SJED, JODHPUR does not guarantee any volume of quantity at any given time and the decision of the DEPUTY DIRECTOR, SJED, JODHPUR in this regard would be final,



DEPUTY DIRECTOR SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT JODHPUR (7171)
binding on the Bidders and will not be called into question by any Bidder. SJED,
JODHPUR reserves sole discretion in the matter.

26. LIQUIDATED DAMAGES:

- (i) The time specified for delivery in the Bid form will be deemed to be the essence of the contract and the successful bidder will arrange supplies within a period of 15 days for first supply and for next supply order 07 days thereafter on receipt of order by any means i. e. registered post, e-mail, telephonically, by hand etc. from the SJED, JODHPUR.
- (ii) In case of extension in the delivery period with liquidated damages the recovery will be made on the basis of following percentages of value of undelivered stores which the Bidder has failed to supply :-
 - (a) Delay up to one- fourth period of the prescribed delivery period - **2.5%**
 - (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period - **5%**
 - (c) Delay exceeding half but not exceeding three- fourth of the prescribed delivery period - **7.5%**
 - (d) Delay exceeding three- fourth of the prescribed period - **10%.**Fraction of a day in reckoning the period of delay in supplies will be eliminated if it is less than half a day.
- (iii) The maximum amount of agreed liquidated damages will be 10%.
- (iv) If the supplier requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he will apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.
- (v) The DEPUTY DIRECTOR SJED, JODHPUR, JODHPUR may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances beyond control, such reasons will be recorded while seeking extension.
- (vi) In the event of failure to supply the ordered quantity, by the successful Bidder within the stipulated time the DEPUTY DIRECTOR, SJED, JODHPUR, JODHPUR reserves the right to cancel the orders for the unsupplied quantity and place orders with the remaining Suppliers for the supply of the said quantity or purchase the unsupplied quantity through Bid system at the risk and cost of such Supplier and such Supplier is



DEPUTY DIRECTOR SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT JODHPUR (7171) liable and responsible to make good the financial loss sustained by the SJED, JODHPUR. If the rate is cheaper the benefit will not accrue to the Supplier.

- (vii) SJED, JODHPUR reserves the right to charge penalty as decided by the DEPUTY DIRECTOR SJED, JODHPUR, JODHPUR or withhold payment for any unsatisfactory stocks supplied by the Supplier without prejudices to other rights and the decision of the DEPUTY DIRECTOR SJED, JODHPUR, JODHPUR is final and cannot be called into question. The Supplier is liable to reimburse/ Compensate the SJED, JODHPUR or to third party for any loss, damage, injury, etc caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.
- (viii) Notwithstanding anything contained in the Terms and Conditions of this Bid the DEPUTY DIRECTOR SJED, JODHPUR, JODHPUR is the ultimate authority in deciding the recovery of penalty from the Supplier taking into account the stock position.
- (ix) The Bidder will not be entitled to any gain on such purchases made against default. The recovery of such loss or damage will be made from any sums accruing to the Bidder under this or any other contract with the government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Bidder will be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case Supplier fails to deliver ordered goods, the risk purchases may be made at a higher rate from any other firm. It is mandatory for the approved Supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the purchasing officers will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period in the requirement of supply in the larger interest of the SJED, JODHPUR.

27. TERMINATION OF CONTRACT ON BREACH OF CONDITIONS:-

- a) In case the Supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it will be lawful for the SJED, JODHPUR to forfeit the amount deposited by the supplier as security deposit and cancel the contract without one month's notice.

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- b) SJED, JODHPUR reserves the right to terminate without assigning any reasons there for the contract/agreement, either wholly or partly, by giving one month's notice to the Supplier. The Supplier will not be entitled for any compensation whatsoever in respect of such termination of the contract/ agreement by the SJED, JODHPUR.

28. PRICE FALL CLAUSE:-

The prices under a rate contract will be subject to price fall clause. The price charged for the Specified items supply under the contract by the successful Bidder will in no event exceed the lowest price at which the successful Bidder sells the Specified items of identical description to any other person in the state during the period of contract.

- a. If at any time, during the said period the contractor reduces the sale price of such Specified items or sells such Specified items to any other person at a price lower than the price chargeable under the contract he will forthwith notify such reduction of sales to the DEPUTY DIRECTOR, SJED, JODHPUR, JODHPUR and the price payable under the contract for the Specified items supplied after the date of coming into force of such reduction of sale will stand correspondingly reduced. The successful Bidder will furnish certificate in the manner required by the DEPUTY DIRECTOR SJED, JODHPUR to the effect that the provision of this clause has been duly complied with respect to supplies made or billed for up to the date of certification.
- b. If at any time during the period of contract, the price of bided items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder will be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.

29. PERIOD OF RATE CONTRACT:-

Period of rate contract under this bid shall be for a period as mention in NIB, from the date of agreement and contract.its period can be extended on the recommendation of the tender committee.



30. EXTENSION CLAUSE:-

The rate contract will be valid for one year and that may be extended for a period not exceeding three months on same terms, conditions and rates. But extension will not be claimed as a right. It will be solely at the discretion of the SJED, JODHPUR.

31. DEBARRING AND RECOVERY OF LOSSES:-

In the event of failure by the Bidder at any stage of Bid process performance security or bills of supply will be forfeited apart from cancellation of award of contract and the firm/bidder may be debarred for the said product for a particular period as will be decided by SJED, JODHPUR.

32. RECOVERIES CLAUSE:-

- a. Recoveries of liquidated damages, short supplies, rejected /substandard goods will ordinarily be made from the bills; such amount may also be recovered from any other untied dues & security deposits available with department. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.
- b. Any recovery on account of L.D. charges/ risk & cost charges in respect of previous rate contracts/ supply orders placed on them by the SJED, JODHPUR can also be recovered from any sum accrued against this Bid after accounting for untied sum or due payment sum lying with SJED, JODHPUR against previous rate contract/supply orders. Firm will submit details of pending amount lying with SJED, JODHPUR but decision of DEPUTY DIRECTOR SJED, JODHPUR, JODHPUR regarding authenticity of sum payable will be final.

33. SUBLETTING:-

The supply contract awarded shall be executed by the successful Bidder only and subletting any of the functions under the contract is not permitted. If found subletting it shall be deemed as breach of contract and action shall be taken against the supplier accordingly.

34. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:-

The designation and address of the First Appellate Authority is **Deputy Director, SJED, JODHPUR,**

The designation and address of the Second Appellate Authority is **Director to, SJED, Jaipur.**

- iv. **Appeal not to lie in certain cases:-**



No appeal will lie against any decision of the procuring entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provision 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.

35. COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST:-

Any person participating in a procurement process will-

- 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 misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation,
- c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process,
- d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process,
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part 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

36. CONFLICT OF INTEREST:-

The Bidder participating in a bidding process must not have a conflict of interest.

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or



DEPUTY DIRECTOR SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT JODHPUR (7171)
responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to:

- a. Have controlling partners/ shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the procuring entity regarding the bidding process; or
- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bidin 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. The Bidder or any of its affiliates has been hired (or is proposed to be hired by the Procuring Entity as engineer-in charge/ consultant for the contract.

SAVING CLAUSE:-

No suit, prosecution or any legal proceedings will lie against Bid inviting authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.

37. FORCE MAJEURE:-

The Supplier shall not be liable for, forfeiture of its Performance Security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event or Force Majeure For purpose of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser



DEPUTY DIRECTOR SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT JODHPUR (7171) in its sovereign capacity, was or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall not seek all reasonable alternative means for performance not prevented by the Force Majeure event.

38. AGREEMENT:-

Successful Bidders shall execute agreement immediately by furnishing the Performance Security as prescribed within ten (10) days as per the Terms & Conditions on requisite amount non judicial stamp paper. In the event of failure to execute the agreement, Bid Security as the case may be stand forfeited apart from cancellation of supply contract to contract besides debarring of the Bidder and SJED, JODHPUR is entailed to collect liquidated damages if any from the Bidder for his failure to comply with the Terms and Conditions of the Bid.

39. ARBITRATION:-

In case of any dispute arising between the Bidders and the procuring entity, the DEPUTY DIRECTOR, SJED, JODHPUR, will act as the arbitrator, and the decision of the arbitrator will be final and binding on all the parties concerned.

40. JURISDICTION:-

All disputes would be subject to the jurisdiction at JODHPUR.

41. Successful Bidder will bind each and every letter issued by SJED, JODHPUR regarding supply of items in addition to above terms and condition mentioned from Sr. No. 1 to 42.

42. I/We had read and understand all the Terms and Condition of the Bid and agree to abide it.

Signature of Bidder with Seal

Date
Place



SECTION IV : Special Terms & Conditions of Bid & Contract(SCC):-

The Special Conditions of contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of SCC shall prevail over those in the GCC.

1. If the Supplier is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the SJED, JODHPUR for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company / partnership shall not be altered without the approval of the SJED, JODHPUR.
2. The Contract shall initially be valid for a period of One Year and can be extended further for another Three months on the same terms and conditions of the contract and at the same rates. The rates quoted by the bidder shall remain unchanged during the period of contract. Beyond this period, extension shall be granted by SJED, JODHPUR as per the Rules.
3. DEPUTY DIRECTOR, Social Justice & Empowerment Department, JODHPUR however, reserves the right to terminate the contract by serving one months' notice, in writing if the SJED, JODHPUR administration is not satisfied about the supplies of the contractor.
4. In case of breach of any terms and conditions attached to the contract, the Performance Security Money of the supplier will be liable to be forfeited by Procuring Entity besides annulment of the contract.
5. In event of Bid being submitted by proprietary firm, Bid must be signed by sole proprietor. In event of a partnership firm Bid must be signed on its behalf by a person holding a power of attorney authorizing him to do so and in the case of company, the Bid must be signed by authorized signatory as the manner lay in the articles of Association.
6. Any change in the Constitution of the Firm/Company will be notified forthwith by the bidder in writing to the DEPUTY DIRECTOR SJED, JODHPUR, JODHPUR and such change will not relieve any former member of the Firm/ Company from the liability under the contract. No new partner/partners will be accepted in the Firm by the Bidder in respect of the contract unless he/they agree to abide by all its terms and conditions and submit



DEPUTY DIRECTOR SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT JODHPUR (7171) with the DEPUTY DIRECTOR SJED, JODHPUR, JODHPUR a written agreement to this effect. The contractors receipt for acknowledgement or date of any partner subsequently accepted as above will bind all of them and will be sufficient to discharge for any of the purposes of the contract if the Bidders submitting DD as Bid Security. The DD shall be valid for a period of six months from the date of issue of opening of tenders.

7. All attested documents must be submitted in Hindi or English language. If the documents are not in Hindi or English, they shall be translated in Hindi or English & attested by authorized translator. Translated copy along with copy of original document must be submitted.
8. The bidder shall bound to produce/ provide copies of work orders/purchase orders and necessary documents in support of successful completion certificate/ experience certificate, whenever ask by SJED, JODHPUR.

9. SUPPLY ORDER:-

Supply order will be given as per requirement by Hostel Superintendent as authorized by DEPUTY DIRECTOR, SJED, JODHPUR, JODHPUR and payment will be made by DEPUTY DIRECTOR, SJED, JODHPUR, JODHPUR/Subordiante Offices(Hostels).

10. PAYMENT PROVISIONS:-

- a) The payment of cost at the rate accepted will be made to the Supplier for a net quantity of all required commodities supplied and received as follows:
 - I. Payment will be released after fulfillment of all terms & condition of agreement and Bid, after completion of work order with satisfactory report and goods receipt challan from recipient end.
 - II. Bill amount on submission of the bills in duplicate, along with acknowledgements obtained from the concerning destination and counter signed by concerning officer of the unloading point along with stamp receipt, duly verified by the responsible officer of the concerned destination and receipt of test report of samples if drawn on random basis signed copy of above challan/goods receipt has to be submitted to authority/authorities as authorized by the DEPUTY DIRECTOR SJED, JODHPUR, JODHPUR in duplicate. Challan shall be very clean, not over written and prepare by computer.



DEPUTY DIRECTOR SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT JODHPUR (7171)

III. Successful Bidder will quote rate of Combo Pack of commodities as per Annexure in Bid but invoicing of supplied goods as per nature of goods and service define by GST. Statutory liability payable to State/Central Govt. shall be shown separately.

b) No advance payment towards costs of supplied commodities will be made to the Bidder in any condition.

c) If at any time during the period of contract, the price of Bided items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.

Signature of Bidder with Seal

Date

Place



TECHNICAL UNDERTAKING

I/We have clearly understood all the terms and conditions of the Bid and agreement etc. and agree to undertake the supply of specified items and specified quality at the rate quoted by me/us at the destination district JODHPUR as specified by SJED, JODHPUR.

I/We will assure that I/We will strictly abide by the terms and conditions of the Bid etc., and the instructions issued by the DEPUTY DIRECTOR, SJED, JODHPUR from time to time.

I am/we are enclosing the following documents as per the terms and conditions of the Bid:

1. DD/ No.Dt, for Rs...../- {.....} Drawn on Bank towards Bid security.
2. Sealed samples of each item to be supplied.
3. Declaration that the bidder has no past or present criminal record with the Police/ Vigilance of Cs Department/Vigilance and enforcement Department Govt. of Rajasthan or Govt. of any other State/Govt. of India.
4. Declaration that the bidder or any of the partners of Representatives were never blacklisted by the Civil Supplies SJED, JODHPUR/Central Government/any State Government/any Union Territory/State Agency at time or involved In diversion of stocks involved in case under E.C. Act or convicted by Court of Law in a criminal case.
5. Copy of the partnership deed/ memorandum of association along with permanent and present addresses of the partners in case of Firm/Directors in the case of Company.
6. Copy of the Registration Certificate, if it is firm/Limited Company.
7. Copy of Registration Certificate under GST Act renewed up to date.
8. Copy of the Trade License issued by the competent authority.

I/We hereby affirm that the DEPUTY DIRECTOR SJED, JODHPUR, JODHPUR is at liberty to take action against me/us as per the terms and conditions of Bid Document, if the above said statement proves to be wrong at any point of time.

SIGNATURE OF THE BIDDER WITH SEAL

Date
Place:

NAME:
ADDRESS:



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 of 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 misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or anti competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of procurement process,
- g) Disclose conflict of interest, if any, and
- h) Disclose any previous transgression with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

CONFLICT OF INTEREST:-

The bidder participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

1. A Bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to:
 - a. Have controlling partners/shareholders in common; or
 - b. Receive or have received any direct or indirect subsidy from any of them; or
 - c. Have the same legal representative for purposes of the Bid; or
 - d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another bidder, or influence the decision of the procuring entity regarding the bidding process; or
 - e. 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. The bidder or any of its affiliates has been hired (or is proposed to be hired by the Procuring Entity as engineer-in charge/consultant for the contract.

Date:

Signature of Bidder with Seal

Name:

Designation:

Address:



DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS

DECLARATION BY THE BIDDER

In relation to my/our Bid submitted to DEPUTY DIRECTOR **SJED, JODHPUR** for procurement of **M/s** In response to their notice inviting BidNo.....DatedI/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 of misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the bidding document, which materially affects fair competition.

Date:
Place:

Signature of Bidder with Seal

Name:
Designation:
Address:



GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate is **Director, Social Justice & Empowerment Department, Jaipur.**

The designation and address of the Second Appellate Authority is **Secretary to Government , Social Justice & Empowerment Department, Jaipur.**

1. Appeal not to lie in certain cases:-

No appeal will lie against any decision of the procuring entity relating to the following matters, namely:-

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

2. Fee for filling appeal

- (a) Fee for first appeal will be rupees one thousand and for second appeal will be rupees four thousand, which will non-refundable.
- (b) The fee will be paid in the form of bank demand draft of Scheduled Bank in India payable in the name of Appellate Authority concerned.

Date:
Place

Signature of Bidder with Seal
Name:
Designation:
Address:

Annexure- 'D'

Annual Turnover Statement

The annual turnover of M/s.
for the past three years are given below and
 certified that the statement is true and correct.

Sr. No. (Rs)	Financial Year	Turnover in Rs.
1.	2020-21	_____
2.	2021-22	_____
3.	2022-23	_____
Total -		Rs. _____ Lac
Three Year Annual Average turnovers per annum -		Rs. _____ Lac

Date:
Place:

Signature of Auditor/Seal
Chartered Accountant
 (Name & Address)
 Membership No. :
 Tel. No. :
 Mob. No.:



Declaration regarding acceptance of Terms & Condition of Bid

(On Rs. 100/- non judicial stamp paper duly attested by Notary Public to be submitted in original)

Bidder Name.....

I/We confirm that I/We are authorized to submit Bid on behalf of the firm participating in the Bid and have perused the entire Tender/Bid document including all its amendments till date.

Having perused the subject Bid with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Tender/Bid document including technical particulars, detailed technical specifications of the product, special terms & conditions and general terms & conditions wherever indicated, offer validity, terms of delivery without any deviations whatsoever:

I/We also confirm acceptance of the all general terms & conditions of Bid document.

I/We certify that the prices quoted against the Bid are competitive and without adopting any unfair/unethical means in including cartelization.

I/we certified that tendering firm has not been black listed/banned by any Government Department of the State /PSU from business dealings.

I/We also certified that the information given above is factually correct, true and nothing material has been concealed.

Date:

Place

Signature of Bidder with Seal

Name & Address



घोषणा पत्र

मैं पुत्र श्री (फर्म/कंपनी
का नाम व पता)
....., घोषणा करता हूँ कि :-

1. मैं शपथपूर्वक घोषणा करता हूँ कि मैं, फर्म/कंपनी का नाम ..
....., का मालिक/प्रोपराईटर/साझेदार/संचालक हूँ। वर्तमान में
मेरे पास जो भी संसाधन सप्लाई हेतु उपलब्ध है, इन संसाधनों के अतिरिक्त और भी अन्य
संसाधनों की आवश्यकता सप्लाई के लिये होगी, तो आवश्यक संसाधन, गोदाम, वाहन आदि
की व्यवस्था मुझ घोषणाकर्ता द्वारा तय सीमा में उपलब्ध करा दी जावेगी एवं मेरे द्वारा हमेशा
सप्लाई तय समय सीमा में की जावेगी।

हस्ताक्षर मय मोहर/सील

स्थान:

दिनांक:



AGREEMENT

Performance security furnished in the form specified in clause (ii) & (iii) of sub-rule (3) will remain for a period of 120 (One Hundred Twenty) days beyond the date of completion of all contractual obligations of "the approved supplier", including warranty obligations and maintenance and defect liability period.

The conditions of the Bid and contract for open Bid enclosed to the Bid notice No. dated and also appended to this agreement and are binding on the parties executing this agreement. Letters Nos. received from the approved supplier and letter nos. issued by the SJED, JODHPUR and appended to this agreement will also form part of this agreement.

43. LIQUIDITY DAMAGE

The supply of Specified items will be effected and completed within the period noted as per enclosed list from the date of supply order

- a. In case of any delay in the delivery period, the recovery of liquidated damages will be made from the approved supplier of the value of Specified items which the "the approved supplier", has failed to supply on the basis of following percentages:-

No.	Condition	L.D.%
a	Delay up to one fourth period of the prescribed period of delivery and completion of subject matter of procurement	2.5%
	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery and completion of subject matter of procurement.	5.0%
	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery and completion of subject matter of procurement.	7.5%
	Delay exceeding three fourth of the prescribed period of delivery and completion of subject matter of procurement	10.0%

Note:

- i. Fraction of a day in reckoning period of delay in supplier will be eliminated if it is less than half a day.
- ii. The maximum amount of agreed liquidated damages will be 10%.
- iii. If the "the approved supplier", requires an extension of time in completion of contractual supply on account of occurrence of any hindrances as specified in force Majeure clause he will apply in writing to the SJED, JODHPUR which had placed the supply order. For the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of Specified items is on account of hindrances force Majeure beyond the control of "the approved supplier"

INDEMNIFICATION:-

The approved supplier shall indemnify the SJED, JODHPUR against all claims which may arise in supply of inferior, unsatisfactory and low quality of Specified items not conforming to prescribed specifications. For first time it will be 5% of entire supply and for second time it will be 10% of entire supply there after SJED, JODHPUR will take appropriate decision to continue or discontinue.

In case of short supply, partial supply and non supply of prescribed commodities SJED, JODHPUR will free to charge margin 15% on procuring cost of commodities to SJED, JODHPUR.

The approved supplier shall agree to indemnify SJED, JODHPUR against, and to reimburse SJED, JODHPUR for, and to our option, to defend SJED, JODHPUR against, all damages for which it is held liable to in any proceeding arising out of use of Specified items, pursuant to and in compliance with this Bid/Agreement, and for all costs SJED, JODHPUR reasonably incur in the defense of any such claim brought against SJED, JODHPUR or in any such proceeding in which SJED, JODHPUR is named as a party, including reasonable attorney's fees, provided that SJED, JODHPUR has timely notified us of such claim or proceeding. The approved Supplier will indemnify the SJED, JODHPUR against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.

JURISDICTION:-

All dispute would be subject to the jurisdiction at JODHPUR.

SUPPLY CONDITION BY THE DEPARTMENT

The terms and condition with supply order imposed by the SJED, JODHPUR would be the a part of agreement and the approved supplier has to comply with by words to words.

This Agreement will valid up to

All terms and conditions of Bid will be the part of this agreement.

I/We had read and understand all the terms and condition of e-Bid No.
dated and agree to abide it.

Now these presents witness

In witness where of the parties here to have set their hands on the day of . 2016

For and on behalf of
DEPUTY DIRECTOR SJED, JODHPUR
Date

For and on behalf of approved supplier
Date

Witness: 1

Witness: 1

Witness :2

Witness :2



Annexure-'H'**List of required items for Hostels of SJED, JODHPUR All over JODHPUR**

List of Required Items for Hostel of CBSE, JODHPUR for All over JODHPUR				
S. No.	Name of Commodity with Brand & Grade		Quantity Unit	Approx. demand per student per month kg./ml./pcs/packet
1	Rice Basmati (Dubar) (Brand Like India gate, Patanjali, Lal Qila, Daawat or equivalent reputed makes)		Kg.	0.800
2	Moth (A grade)		Kg.	0.100
3	Moong (A grade)		Kg.	0.100
4	Kala Chand (A grade)		Kg.	0.100
5	Chhole Chana Kabuli (A grade)		Kg.	0.100
6	Rajma Medium (Jammu)		Kg.	0.200
7	Zeera (Agmark)		Kg.	0.060
8	Moong Dal Chhilka (Agmark)		Kg.	0.450
9	Lal Masur dal (Agmark)		Kg.	0.225
10	Chana Dal (Agmark)		Kg.	0.525
11	Sugar (M-30 Grade)		Kg.	0.500
12	Sugar cane (jaggery) (without chemicals)		Kg.	0.200
13	Edible Oil (pure mustard)(Agmark) (or Tilam brand)		Kg.	0.350
14	Pure desi Ghee (Agmark with dairy brand)		Kg.	0.080
15	Red chilly powder (Agrmak brands)		Kg.	0.150
16	Trumeric Powder (Agrmak brands)		Kg.	0.060
17	Coriander powder (Agrmak brands)		Kg.	0.150
18	Salt (Iodised) (brand name like- surya, tata, ashirvad, patanjali, or equivalent)		Kg.	0.450
19	Poha (A grade)		Kg.	1.200
20	Wheat dalia M grade (Agrmak)		Kg.	0.800
21	Biscuit packet (Minimum 40gm and above) (brand name like- parle, bretonia, sunfeast, patanjali, or equivalent)		pkt	05
22	Bathing Soap (125gm and above)(60% TFM and above) (brand name like lux, lifeboy, detol, godrej, lilil, hamam, cinthol or equivalent)		pkt	01
23	Washing Soap	A) Detergent Base (200gm and above) (brand name like: rin, wheel, surf excel or equivalent)	pkt	01
		B) Oil Base (250gm and above)(brand	pkt	01

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	name like: oswal, maharaja, doctor or equivalent)		
24	Dish Bar Soap (150gm and above) (brnad name like: vim, patanjali, exo, expert or equivalent)	pkt	01
25	Tooth Paste (Minimum 40gm and above) (non foaming base) (brand name like: dabur, colgate, vicco, patanjali, meswak, Himalaya or equivalent)	Gm	40 gm
26	Hair Oil (Mustered) (Agmark) (50ml and above)	ml	50 ml
27	Wheat Flour M grade (Agrmak)	kg	15
28	Groundnut refind oil	kg	0.350

Note: Approximate No. of Hostels district JODHPUR 37 and Students Approximate 1900 in Hostels. No. of Hostels and students may be increase or decrease.

Date:

Signature of Bidder with Seal



FINANCIAL PROPOSAL SUBMISSION SHEET

Financial Proposal for Hostels of SJED, JODHPUR All over JODHPUR
{to be submitted by the successful bidder }

S. No	Name of Commodity with Brand & Grade	Quantity Unit	Approx. demand per student per month kg./ml./pcs/packet	Rates per kg./ml./pcs/packet	Total Rates for Combo (4*5)
1	2	3	4	5	6
1	Rice Basmati (Dubar) (Brand Like India gate, Patanjali, Lal Qila, Daawat or equivalent reputed makes)	Kg.	0.800		
2	Moth (A grade)	Kg.	0.100		
3	Moong (A grade)	Kg.	0.100		
4	Kala Chand (A grade)	Kg.	0.100		
5	Chhole Chana Kabuli (A grade)	Kg.	0.100		
6	Rajma Medium (Jammu)	Kg.	0.200		
7	Zeera (Agmark)	Kg.	0.060		
8	Moong Dal Chhilka (Agmark)	Kg.	0.450		
9	Lal Masur dal (Agmark)	Kg.	0.225		
10	Chana Dal (Agmark)	Kg.	0.525		
11	Sugar (M-30 Grade)	Kg.	0.500		
12	Sugar cane (jaggery) (without chemicals)	Kg.	0.200		
13	Edible Oil (pure mustard)(Agmark) (or Tilam brand)	Ltr	0.350		
14	Pure desi Ghee (Agmark with dairy brand)	Ltr	0.080		
15	Red chilly powder (Agrmak brands)	Kg.	0.150		
16	Trumeric Powder (Agrmak brands)	Kg.	0.060		
17	Coriander powder (Agrmak brands)	Kg.	0.150		
18	Salt (Iodised) (brand name like-surya, tata, ashirvad, patanjali, or equivalent)	Kg.	0.450		
19	Poha (A grade)	Kg.	1.200		



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20	Wheat dalia M grade (Agrmak)	Kg.	0.800		
21	Biscuit packet (Minimum 40gm and above) (brand name like- parle, bretonia, sunfeast, patanjali, or equivalent)	pkt	05		
22	Bathing Soap (125gm and above)(brand name like lux, lifeboy, detol, godrej, lilil, hamam, cinthol or equivalent)	pkt	01		
23	Washing Soap	A) Detergent Base (200gm and above) (brand name like: rin, wheel, surf excel or equivalent)	pkt	01	
		B) Oil Base (250gm and above)(brand name like: oswal, maharaja, doctor or equivalent)	pkt	01	
24	Dish Bar Soap (150gm and above) (brand name like: vim, patanjali, exo, expert or equivalent)	pkt	01		
25	Tooth Paste (Minimum 40gm and above) (non foaming base) (brand name like: dabur, colgate, vicco, patanjali, meswak, Himalaya or equivalent)	Gm	40gm		
26	Hair Oil (Mustered) (Agmark) (50ml and above)	ml	50ml		
27	Wheat Flour M grade (Agrmak)	kg	15kg		
	Groundnut refined oil	Ltr.	0.350		

Note: Approximate No. of Hostels district JODHPUR 37 and Students Approximate 1900 in Hostels. No. of Hostels and students may be increase or decrease.

Date:

Signature of Bidder with Seal

Earnest Money – BANK DD should be enclosed

Annexure-'K'

Performance Security Deposit (PSD):

- A. The successful/ selected bidder shall, within fifteen (15) days issue date of the letter of acceptance provide a PSD 2.5% of the total agreed/ ordered project value for the due performance of the Contract in the amounts and currencies specified in the work order.
- B. The proceeds of the PSD shall be payable to the Purchaser as compensation for any loss resulting from the successful selected bidder failure to complete its obligations under the Contract.
- C. Form of PSD: Successful bidder will have to deposit PSD in the form of DD (Unconditional & Irrevocable) in favour of DEPUTY DIRECTOR, Social Justice & Empowerment Dept. JODHPUR Payable at " JODHPUR".
- D. Refund of PSD: PSD shall be refunded after Three (03) month of the successful completion of the contract period.
- E. Forfeiture of PSD: PSD shall be forfeited in the following cases:
 - I. When any terms and condition of the contract is breached.
 - II. When the, Selected bidder fail to commence supply or stops making the supplies or fail to provide deliverables after partially executing the purchase/ work order.
 - III. To adjust any dues against the firm from any other contract with DEPUTY DIRECTOR, Social Justice & Empowerment Dept. JODHPUR.
- F. No interest will be paid by DEPUTY DIRECTOR, Social Justice & Empowerment Dept. JODHPUR on the amount of PSD.
- G. Proper notice will be given to the selected bidder with reasonable time before PSD is forfeited.
- H. Forfeiture of PSD shall be without prejudice to any other right of DEPUTY DIRECTOR, Social Justice & Empowerment Dept. JODHPUR to claim any damages as admissible under the law as well as to take such action against the , Selected bidder such as severing future business relation or black listing, etc.

Date:
Place:

Signature of Bidder with Seal
Name & Address



Annexure-'L'

BIDDER'S AUTHORIZATION CERTIFICATE

(To be filled by bidder)

To,

The DEPUTY DIRECTOR,
Social Justice & Empowerment Department,
JODHPUR, Rajasthan

I/We(Name/Designation)
hereby declare/certify that (Name/Designation)
is hereby authorized to sign relevant documents on behalf of the company/firm in dealing
with Tender.

She/he is also authorized to attend meetings & submit technical & commercial
information/clarifications as may be required by you in the course of processing the Bid. For
the Purpose of validation, his/her verified signatures are as under.

Thanking you.

Name of Bidder:

Verified Signature

Authorized Signatory:

Seal of the Organization:

Date:

Place:



छात्रावासों की सूची

क्र.सं.	नाम छात्रावास	श्रेणी	स्वीकृत छात्र
1	राजकीय भीमराव अम्बेडकर छात्रावास भोपालगढ़.	एस.सी.	50
2	राजकीय भीमराव अम्बेडकर छात्रावास लूणी	एस.सी.	60
3	राजकीय सावित्री बाई फूले कन्या छात्रावास भदवासिया	स्कवेन्जर	50
4	राजकीय भीमराव अम्बेडकर छात्रावास फलौदी	एस.सी.	130
5	राजकीय सावित्री बाई फूले कन्या छात्रावास नागौरी गेट	एस.सी.	60
6	राजकीय भीमराव अम्बेडकर छात्रावास बिसलपुर	एस.सी.	35
7	राजकीय भीमराव अम्बेडकर छात्रावास भगत की कोठी	एस.सी.	85
8	राजकीय भीमराव अम्बेडकर छात्रावास बालेसर	एस.सी.	75
9	राजकीय भीमराव अम्बेडकर छात्रावास बिलाड़ा	एस.सी.	60
10	राजकीय भीमराव अम्बेडकर छात्रावास बाप	एस.सी.	70
11	राजकीय भीमराव अम्बेडकर छात्रावास सालवां कलां	एस.सी.	35
12	राजकीय भीमराव अम्बेडकर छात्रावास ओसिया (प्रथम)	एस.सी.	60
13	राजकीय भीमराव अम्बेडकर छात्रावास सेतरावा	एस.सी.	35
14	राजकीय भीमराव अम्बेडकर छात्रावास बेलवा	एस.सी.	35
15	राजकीय भीमराव अम्बेडकर छात्रावास करवड.	एस.सी.	35
16	राजकीय भीमराव अम्बेडकर छात्रावास केरू	एस.सी.	35
17	राजकीय भीमराव अम्बेडकर छात्रावास झंवर	एस.सी.	35
18	राजकीय भीमराव अम्बेडकर छात्रावास चामू	एस.सी.	50
19	राजकीय सावित्री बाई फूले कन्या छात्रावास फलोदी	एस.सी.	55
20	राजकीय भीमराव अम्बेडकर छात्रावास मलार	एस.सी.	35
21	राजकीय सावित्री बाई फूले कन्या छात्रावास पीपाड.	एस.सी.	50
22	राजकीय भीमराव अम्बेडकर छात्रावास भदवासिया	स्कवेन्जर	55
23	राजकीय भीमराव अम्बेडकर छात्रावास नागौरी गेट	स्कवेन्जर	40
24	राजकीय भीमराव अम्बेडकर छात्रावास मगरा पूजला	ओ.बी.सी.	35

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25	राजकीय भीमराव अम्बेडकर छात्रावास पीपाड.	ओ.बी.सी.	60
26	महाविधालय स्तरीय कन्या छात्रावास प्रथम	एस.सी.	75
27	राजकीय देवनारायण छात्रावास	एस.बी.सी.	50
28	राजकीय नवजीवन छात्रावास	एस.सी.	50
29	महाविधालय स्तरीय कन्या छात्रावास द्वितीय	एस.सी.	50
30	शेरगढ़ कन्या छात्रावास	एस.सी.	50
31	पालनहार छात्रावास	ओ.बी.सी.	50
32	राजकीय मिरासी एवं भिश्ती समुदाय महाविधालय स्तरीय बालक छात्रावास		50
34	राजकीय भीमराव अम्बेडकर छात्रावास तिंवरी	एस.सी.	50
35	राजकीय भीमराव अम्बेडकर छात्रावास लोहावट	एस.सी.	50
36	इ डबल्यु एस महाविधालय स्तरीय बालिका छात्रावास	ईडबल्युएस	50
37	डी टी एन टी महाविधालय स्तरीय बालिका छात्रावास	ओ.बी.सी.	50
योग			1900

कालीसूची (Black Listed) में नही होने सम्बन्धि शपथ पत्र
(50 रुपए के नॉन ज्युडीशियल स्टाम्प पर)

श्रीपुत्र श्रीजाति

.....निवासी तहसील.....

जिलाराज्य प्रो. मै

.....यह शपथ पूर्वक बयान करता हूं

कि :-

1. यह है कि मेरी फर्म कोई भी किसी तरह से ब्लेकलिस्टेड नहीं है।
2. यह है कि मेरी फर्म पूर्व में भी किसी तरह से ब्लेकलिस्टेड से कोई संबंध नहीं है तथा न ही किसी तरह से मैने फर्म के नाम से गलत उपयोग नहीं किया।
3. यह है कि मेरे द्वारा प्रस्तुत समस्त सूचनाएं सत्य व सही है मेरे द्वारा दी गई कोई भी सूचना गलत पाई जाती है तो विभाग नियमानुसार कार्यवाही करने हेतु सक्षम होगा।
4. उक्त सूचनायें सही है एवं सत्य है जिसकी समस्त जिम्मेदारी मेरी है व रहेगी।

हस्ताक्षर

तस्दीक :-

मै शपथपूर्वक तस्दीक करता हूं कि उक्त शपथपत्र में वर्णित तमाम पद मेरे निजी ज्ञान व विश्वास से सही हैं। परमात्मा मेरी मदद करें।

हस्ताक्षर

Annexure-O



शपथपत्र

श्री पुत्र श्री
.....निवासी तहसील..... जिला
.....राज्य प्रो. मै
.....

यह शपथ पूर्वक बयान करता हूं कि :-

1. यह है कि निविदा प्रक्रिया के निर्णय से संबंधित कार्मिकों/अधिकारीयों तथा क़य आदेश देने वाले अधिकारियों/कार्मिकों/लोकसेवकों/संविदा कार्मिकों से मेरा कोई रिश्ता नहीं है और न ही कोई मेरे परिजन है।
2. यह है कि मेने इन अधिकारीयों से न ही किसी तरह से कोई संबंध है तथा न ही किसी तरह से मेरे ऊपर आपसी धोखाधडी, लडाई का कोई मामला दर्ज नहीं है।
3. यह है कि उक्त सूचनायें सही है एवं सत्य है समस्त जिम्मेदारी मेरी है व रहेगी।

हस्ताक्षर

तस्दीक :-

मै शपथ पूर्वक तस्दीक करता हूं कि उक्त शपथपत्र में वर्णित तमाम पद मेरे निजी ज्ञान व विश्वास से सही हैं। परमात्मा मेरी मदद करें।

हस्ताक्षर

Annexure-P

फर्म के स्वयं के LETTER PAD पर स्वघोषणा पत्र



DEPUTY DIRECTOR SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT JODHPUR (7171)
श्रीमान उप निदेशक,
सामाजिक न्याय एवं अधिकारिता विभाग,
जोधपुर।

1. मैफर्म/मैसर्स.....स्वयंफर्म के **LETTER PAD** पर स्व घोषणा करता हूँ।
2. मेरे द्वारा/फर्म द्वारा प्रस्तुत की गई दरे मेरे स्वयं के द्वारा ही ऑनलाईन प्रस्तुत की गई है।
3. यदि मेरी/फर्म की दरे कमेटी द्वारा स्वीकृत कर सूचना **WHATS APP** नम्बर **GMAIL ID** पर पत्र व्यवहार किया जाता है तो मैं निश्चित अवधि में ही नेगोसियेशन दर प्रस्तुत करने के लिए वचनबद्ध हूँ। समय पर नेगोशियेशन दर प्रस्तुत नहीं करता हूँ तो मेरी धरोहर राशि जब्त करते हुए मेरी निविदा निरस्त की जाती है तो मुझे कोई आपत्ति नहीं है।
4. मैं घोषणा करता हूँ कि मुझे **WHATS APP** नम्बर **GMAIL ID** पर निविदा दर अनुमोदन ओदश प्राप्त होता है तो मैं राजस्थान लोक उपापन में पारदर्शिता नियम 2013 के अन्तर्गत कार्यादेश प्राप्ति के 7 दिवस में ही अमानत राशि विभागीय निर्देशानुसार समय पर जमा कराने का वचन देता हूँ। मेरे द्वारा 7 दिवस में अमानत राशि जमा नहीं कराने पर विभाग द्वारा नियमानुसार कार्यवाही के लिये मैं बाध्य रहूंगा, एवं मेरी फर्म को ब्लैक लिस्टेड भी किया जाता है तो मुझे स्वीकार है।
5. राज0 लोक उपापन परदर्शिता अधिनियम 2012 एवं राज0 उपापन नियम 2013 के समस्त नियमों की पालना करने का वचन देता हूँ।
6. मैं किसी भी प्रकार का राजनैतिक दबाव डलवाने का प्रयास नहीं करने का वचन देता हूँ।
7. मैंने निविदा की समस्त शर्तें भली-भांति पढ़ ली है एवं निविदा की समस्त शर्तों की पालना करने का वचन देता हूँ।
अतः मेरी निविदा स्वीकार करने की कृपा करें।

निविदादाता के हस्ताक्षर मय मोहर
नाम फर्म :-
पता :-

