

**RAJASTHAN GOVERNMENT**  
**BOARD OF REVENUE FOR RAJASTHAN, AJMER**

**TENDER NOTICE**

Nib No.: BOR/ Service /AMC/Limited Bid/Rs.160000/2021/07

Dated: 12/03/2021

**Subject :** Tender/Quotation for Annual Maintenance Contract (AMC) of RISOGRAPH MACHINE (RZ 1070 A, EZ 5700 & RZ 5700) installed in this office.

BID Uploading Date : 12.03.2021

BID Closing Date : 22.03.2021 at 02:00 PM

Technical Bid Opening  
Date : 22.03.2021 at 4:00PM

Financial Bid Opening : Successful Bidders  
will be informed accordingly

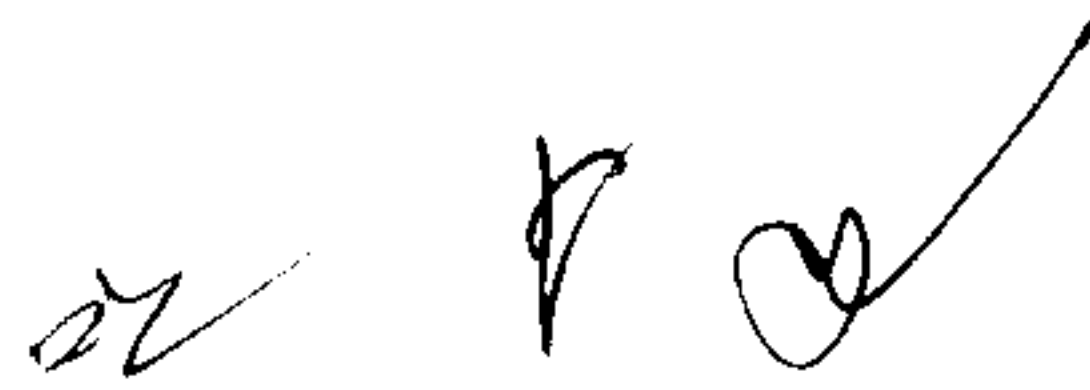
Bid Document Fee : Rs. 200/-

Performance Security : Rs. 5000/-

1. Sealed tenders / quotation are invited from vendors, for **Annual Maintenance Contract (AMC) of RISOGRAPH MACHINE (RZ 1070A, EZ 5700 & RZ 5700)** total 3 Risograph machines in the office of Board of Revenue for Rajasthan, Ajmer for a period of One year from the date of awarding of contract which may be extended for further period of three months on satisfactory performance and mutual consent. The bid document can be downloaded from Revenue Board website [www.landrevenue.rajasthan.gov.in/bor](http://www.landrevenue.rajasthan.gov.in/bor) and [www.sppp.in](http://www.sppp.in).
2. Sealed tender / quotation should be submitted to the undersigned latest by 02:00 PM on 22.03.2021 at the address "**REGISTRAR, BOARD OF REVENUE FOR RAJASTHAN, AJMER**" in **Two Envelopes**. The words "**First Envelope - TECHNICAL BID for AMC of the RISOGRAPH MACHINE**" and "**Second Envelope - FINANCIAL BID for the AMC of RISOGRAPH MACHINE**" must be super scribed on the envelope. The **Technical Bids** will be opened at 4:00 PM on the same day and the representative of the firm may remain present, if they so desire, and technically qualified bidders will be informed accordingly for **Financial** bid opening date & time.
3. The terms and conditions of the contract for the **RISOGRAPH MACHINE** are as under :-
  - (i) The firm should have experience of at least One (01) year of doing aforementioned maintenance job in the Government Department. The bidder will have to submit declaration regarding this.
  - (ii) The firm should also have a Registration - PAN No., etc.,
  - (iii) The firm will also maintain a call register and make service report to this office before release of the payment.
  - (iv) The repair work of the machine are to be carried out in the premises of this department and no relaxation would be given to take out any part / machine outside the premises for repairing etc. The parts replaced should be original in make with a proper company mark for smooth & effective functioning.
  - (v) The company will replace the parts (which are not covered under AMC) on receipt of written letter.

97/ ✓ ✓ ✓

- (vi) The complaint should be attended promptly on receipt of telephone call including on holidays.
- (vii) The contract can be terminated by the department without assigning any reason. If the work of the contractor is found to be unsatisfactory, it would be entrusted to any other party at the risk and expenses of the defaulting contractor. In this connection, decision of the department shall be final and binding upon the contractor.
- (viii) The successful bidder will have to furnish a Performance Security of Rs. 5000 (Rs. Five Thousand Only) within 7 days from the date of giving intimation to him of acceptance of his tender / quotation in the form of DD/Cash/Banker's Cheque in favour of "**REGISTRAR, BOARD OF REVENUE FOR RAJASTHAN, AJMER.**" The performance security will be refundable after the expiry of the contract period successfully and to the satisfaction of the competent authority. The Government has right to forfeit the security money, in case of non-cooperation, disobedience of the instructions, non-attending of the complaint within time or due to any damage of equipment on the part of the bidder / employee of the bidder etc..
- (ix) No advance shall be made to the agency, however monthly payment shall be made subject to satisfactory report received from the users. The rate contract shall be valid for a minimum period of one year from the date of notification of the rate contract. However, the contract period may be extended further period of three months on satisfactory performance and mutual consent.
- (x) The firm blacklisted / debarred at any point of time by any Government Department need not apply. In case, the fact is concealed and it comes to the notice of this office during the period of the contract, the contract will be terminated straightaway and the security deposit will be forfeited. If the fact comes to notice before award of contract the bid will be rejected outrightly. The bidder will have to submit declaration regarding this.
- (xi) If any complaint is not undertaken within a day, if the replacement of parts / consumables under AMC a penalty of Rs. 500 (Rs. Five Hundred Only) will be charged or part thereof for delay beyond the One day till the machine is not repaired.
- (xii) Before submitting the tender / quotation the bidder must put his signature along with seal & stamp of his firm on every page of Bid Document as a token of acceptance of the terms & conditions mentioned in the Bid Document.
- (xiii) This office is not bound to accept the rates of the lowest tenderer. The decision of the committee regarding finalization of the rate / quotation will not be challengeable. No representation regarding this will be entertained.
- (xiv) The rates quoted shall be mentioned by the tenderer both in words and figures (quoted with ball point pen in the relevant column). Additional information, if any, having relevance on the subject may also be furnished in the quotation.
- (xv) The bidders can visit the office on or before 10.03.2021 to check the machine, if they wish to.



APPLICATION LETTER  
(Specimen)

To,  
  
Registrar,  
  
Board of Revenue for Rajasthan,  
  
Ajmer.

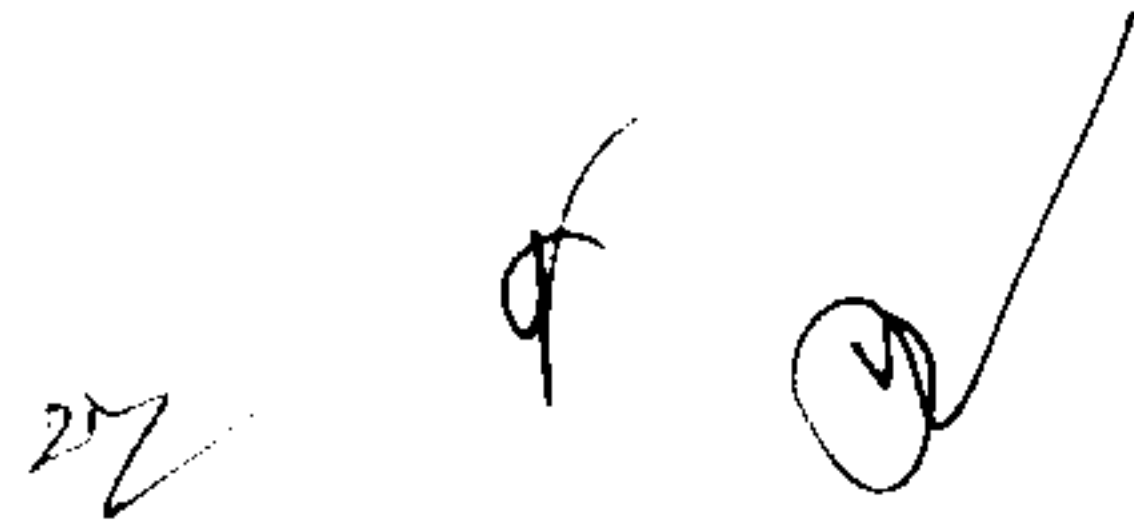
**Subject :** Annual Maintenance Contract (AMC) for RISOGRAPH.

Dear Sir / Madam,

In response to your tender / quotation notice for the above mentioned contract, I/We a private / public Ltd. company / partnership / sole proprietor submit the tender / quotation with the following particulars.

- 1) Constitution & Nature of Firm:- .....  
(Whether sole proprietor /partnership  
firm/Private/ Public Ltd. company Name  
of the Firm
- 2) Year of Establishment .....  
3) Registration Number .....  
4) Registered Postal Address .....  
.....  
5) Telephone No. ....  
Email .....  
Mobile No. ....  
6) Addresses of Branches, If any .....  
.....

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as affecting the tender / quotation invited by on behalf of the Office, I/We, the undersigned hereby offer for **Annual Maintenance Contract (AMC) for Risograph as detailed below :-**



S.No.	Make Model	Quantity	Annual Maintenance Contract (inclusive of all taxes/freight/fee etc.)		Any parts not covered under AMC	
			Amount in Figures	Amount in Words	Name of the parts	Rate of Parts including all Taxes
1	2	3	4	5	6	7
1.	Risograph RZ 1070 A	1				
2.	Risograph EZ 5700	1				
3.	Risograph RZ 5700	1				

**L-1 will be decided on the basis of the rate quoted in the column No. 4 & 5 ( In case of discrepancy, rates quoted in words will be the deciding factor. Still the analysis of the cost to Board Of Revenue for the parts not covered under AMC cannot be ruled out. The decision of the Procuring Committee will be final in this matter.)**

In accordance with the terms & conditions as indicated by you in the said document. I/We also agree to submit the bill on monthly basis. I/we will always keep the Office indemnified of any claim / damages that Office may have to pay with respect to the service. The Office reserves the right to reject any or all the tenders / quotations or accept them in part or to reject the lowest tender / quotation without assigning any reasons. The Office further reserves the right to terminate the contract during its tenure at any time without assigning any reasons. **All the provisions of RTPP Act & Rules will apply in case of any confusion, dispute and contradiction and final decision will be of the office and the Judicial Jurisdiction for the same will be at Ajmer.**

Thanking you,

Yours faithfully,

Signature

Date (Name)

(Signed as proprietor / partner/ Director who holds power of Attorney on behalf of the firm)

Name of Firm

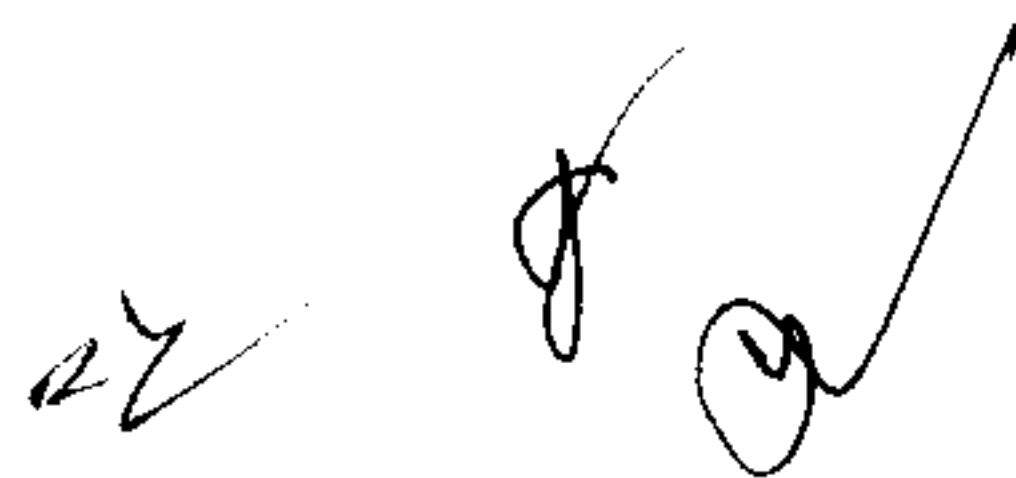
Address

### **Checklist**

<b>S.No.</b>	<b>Requirement</b>	<b>Response</b>	<b>Attached at page no.</b>
<b>1</b>	Authorization certificate (Manufacturer / Distributor / Authorized Dealer )	Yes / No	
<b>2</b>	Self Declaration Regarding Blacklisting / Debarment (Annexure B Enclosed)	Yes / No	
<b>3</b>	Self Declaration Regarding work experience (Annexure C Enclosed)	Yes / No	
<b>4</b>	GST Registration - PAN	Yes / No	
<b>5</b>	Signed Bid Document	Yes / No	
<b>6</b>	Bid - Document Fee	Yes / No	
<b>7</b>	Price Schedule in Required Format (To be enclosed in a separate envelope)	Yes / No	

**Please do enclosed Annexure A, B, C with Authorized Signature & Rubber Stamp.**

**\*\* Kindly mention if not applicable & proof / certificate of waiving \*\***

Three handwritten signatures in black ink, located at the bottom right of the page. The first signature is on the left, and the other two are to its right, with the second one being the most prominent.



### **Annexure A: Declaration by the Bidder regarding Qualification**

In relation to my/our Bid submitted to "**REGISTRAR, BOARD OF REVENUE FOR RAJASTHAN, AJMER**" for procurement of **ANNUAL MAINTENANCE CONTRACT (AMC) of RISOGRAPH (RZ 1070 A, EZ 5700 & RZ 5700)** in response to their **Nib No.: BOR/ Service /AMC/Limited Bid/Rs.160000/2021/07** Dated: **12/03/2021** I/We hereby declare 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 or directors and officers have not been convicted of any criminal finance related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract with in a period of three years preceding the commencement of this procurement process or not have been otherwise disqualified pursuant to debarment proceeding;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, Which materially affects fair competition:

Date:

Place:

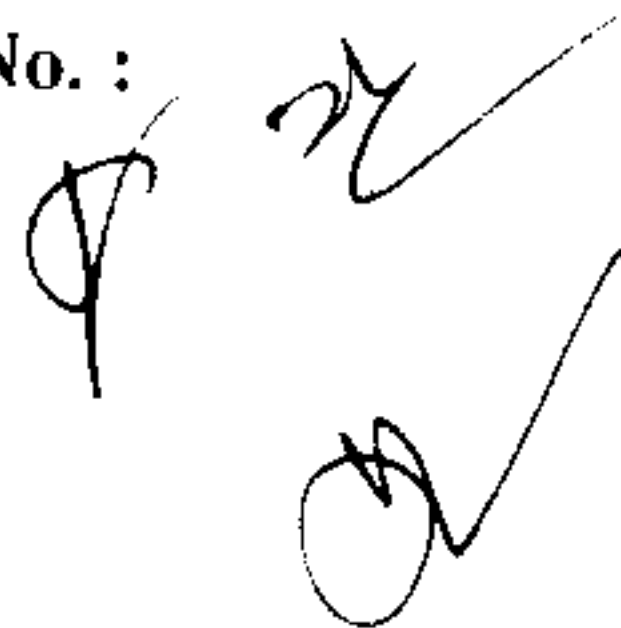
Signature of bidder

Name:

Designation:

Address:

Mobile No. :

Handwritten signatures and initials in black ink, including a large stylized 'P' and several checkmarks.

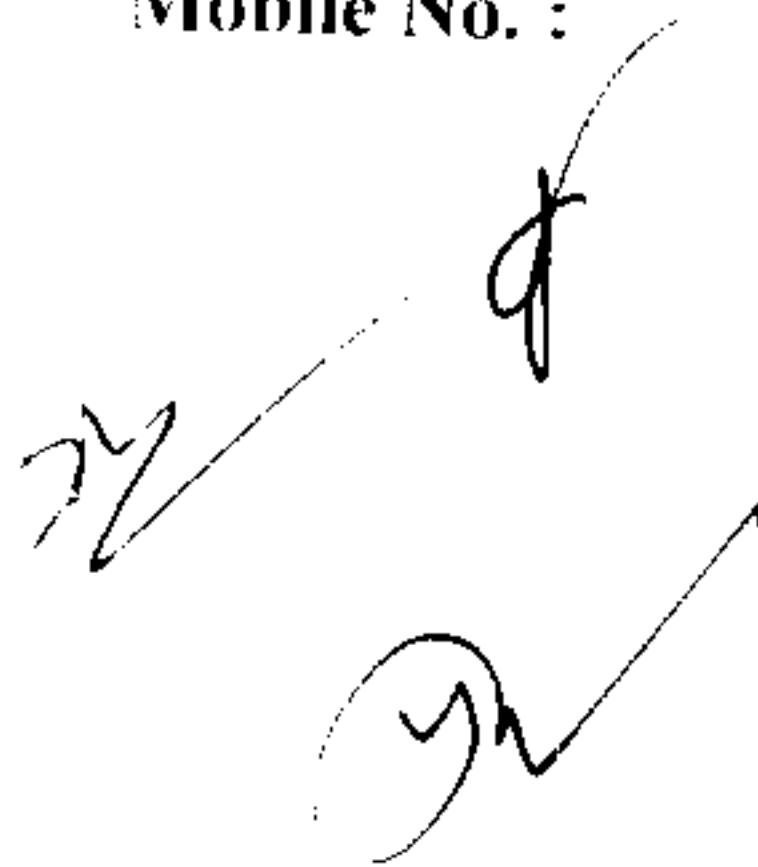
**Annexure B: Declaration by the Bidder regarding Blacklisting / Debarred**

In relation to my/our Bid submitted to **"REGISTRAR, BOARD OF REVENUE FOR RAJASTHAN, AJMER"** for procurement of **ANNUAL MAINTENANCE CONTRACT (AMC) of RISOGRAPH (RZ 1070 A, EZ 5700 & RZ 5700)** in response to their **Nib No.: BOR/ Service /AMC/Limited Bid/Rs.160000/2021/7 Dated: 12/03/2021.**

I/We hereby declare that my/our firm has not been **BLACKLISTED / DEBARRED** by any Government / Private / Public Department in any way in preceding three years.

Date:  
Place:

Signature of bidder  
Name:  
Designation:  
Address:  
Mobile No. :

The block contains three handwritten marks. At the top right is a signature that appears to be 'd'. To its left is a checkmark-like mark. Below the signature is another signature that appears to be 'gn'.

**Annexure C: Declaration by the Bidder regarding Work Experience**

In relation to my/our Bid submitted to "REGISTRAR, BOARD OF REVENUE FOR RAJASTHAN, AJMER" for procurement of ANNUAL MAINTENANCE CONTRACT (AMC) of RISOGRAPH (RZ 1070 A, EZ 5700 & RZ 5700) in response to their Nib No.: BOR/ Service /AMC/Limited Bid/Rs.160000/2021/7 Dated 12/03/2021.

I/We hereby declare that my/our firm has worked for Government / Private / Public Department in respect of service of Risograph Machine. *Kindly find enclosed the relevant document.*

Date:

Place:

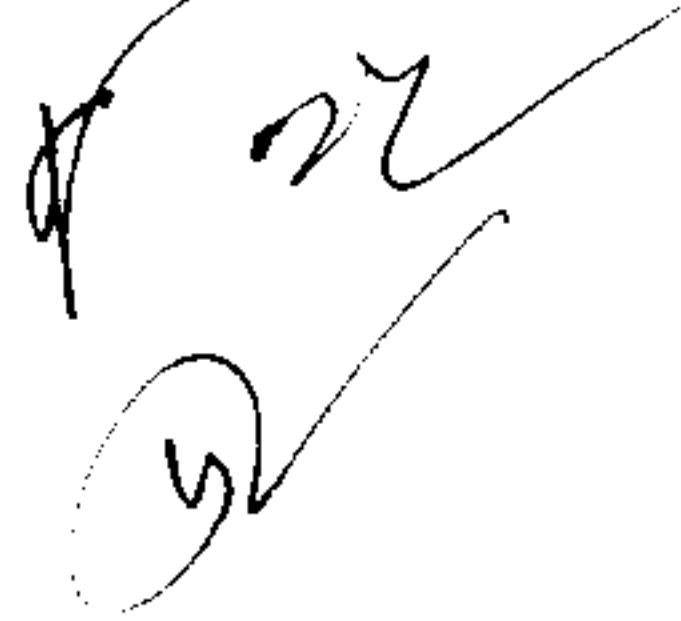
Signature of bidder

Name:

Designation:

Address:

Mobile No. :

The block contains two handwritten signatures. The top signature is a cursive script, possibly reading 'J. R.'. Below it is a circular stamp containing a stylized signature or initials.



## **Annexure D : Compliance with the code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall-

- A.** Not offer any bribe reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- B.** Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- C.** Not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- D.** Not misuse any information shared between the procuring entity and the bidder with an intent to gain unfair advantage in the procurement process;
- E.** Not indulge in any coercion including impairing or harming or treating to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- F.** 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 baring the last three years or any debarment by any other procuring entity.

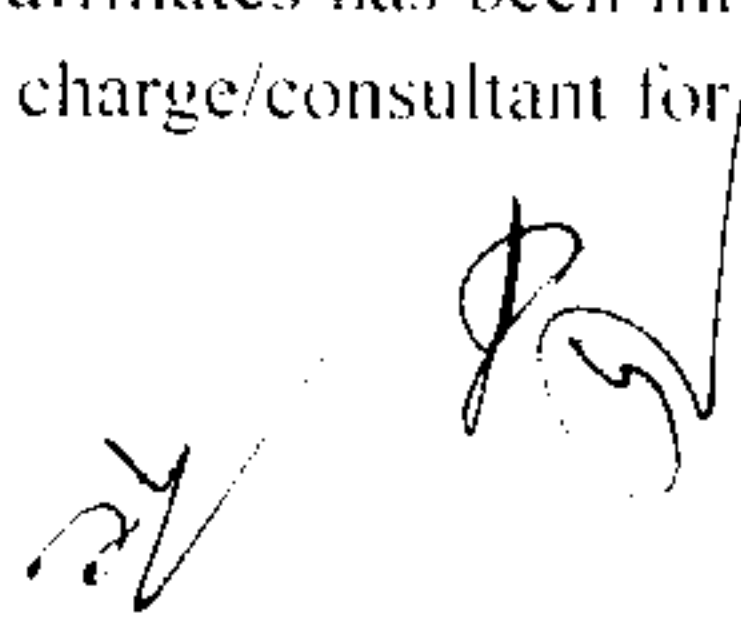
### **Conflict of Interest:**

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 obligation, or compliance with applicable laws and regulation.

A Bidder may be considered to be Conflict of Interest With one or more parties in a bidding process if, including but not limited to:

- A.** Have controlling partners/shareholders in common; or
- B.** Receive or have received any direct or indirect subsidy from any of them; or
- C.** Have the same legal representative for purposes of the bid; or
- D.** Have a relationship with each other, directly or through common third parties. That puts them in a position to have access to information about or influence on the bid of another bidder or influence the decision of the procuring entity regarding the bidding process's
- E.** The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved, however, this does not limit the inclusion of the same sub contraction, not otherwise participating as a bidder, in more than one bid; or
- F.** The bidder or any of its affiliates participated as consultant in preparation of the design or technical specifications of the good, works or services that are the subject of the bid; or
- G.** Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in charge/consultant for the contract.



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

The designation and address of the First Appellate Authority is.....

The designation and address of the Second Appellate Authority.....

### **1) Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in Contravention to the provision of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document with in a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feel aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by Bidder who has participated in procurement proceedings:

Provided further that in case a procuring Entry evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter or financial Bids be filed only by a Bidder whose Technical Bid is found to be acceptable.

- 2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- 3) If the officer designated under Para(1) fails to dispose of the appeal filed within the period specified in Para(2), or if the Bidder or prospective bidder or the procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or prospective bidder or the procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidding Document in this behalf with in fifteen days from the expiry of the period specified in Para(2) or of the date of receipt of the order passed by the First Appellate, as the case may be.

### **4) Appeal not to lie in certain case**

No appeal shall lie against any decision of the procuring Entity to the following matters, namely:-

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

### **5) Form of Appeal**

- a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c) Every appeal may be presented to first appellate authority second appellate, as the case may be, in person or through registered post/or authorized representative.

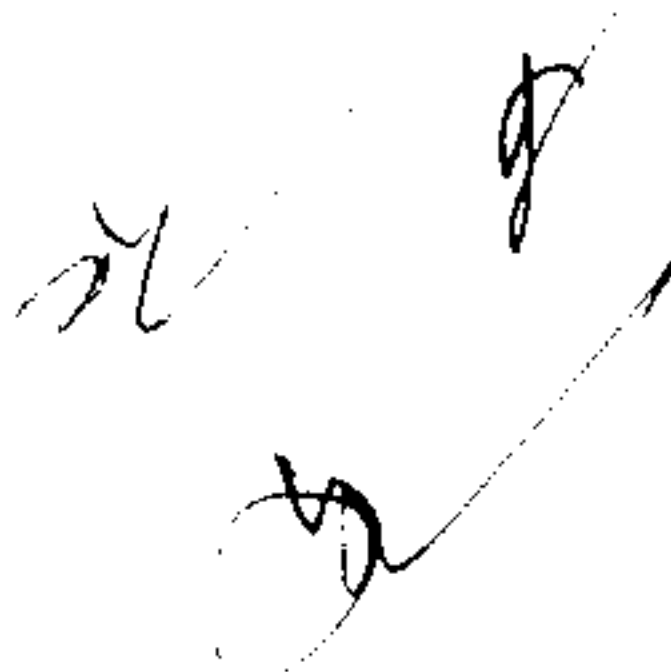
### **6) Fee for filing appeal**



- a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- b) The fee shall be paid in the form bank demand draft banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**7) Procedure for disposal of appeal**

- a) The first Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be, shall-
  - i. Hear all the parties to appeal present before him; and
  - ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d) The order passed under sub-clause(c) above shall also be placed on the State public procurement portal.



**Memorandum of appeal under the Rajasthan Transparency in public procurement  
Act, 2012**

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

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

**1. Particulars of appellant:**

(1) Name of the appellant:

(2) Official address, if any:

(3) Residential address:

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

(i).....

(ii).....

(iii).....

**3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:**

**4. If the appellant proposes to be represented by a representative, the name and postal address of the representative:**

**5. Number of affidavits and documents enclosed with the appeal:**

**6. Grounds of appeal :**

.....  
.....  
.....(Supported by an affidavit)

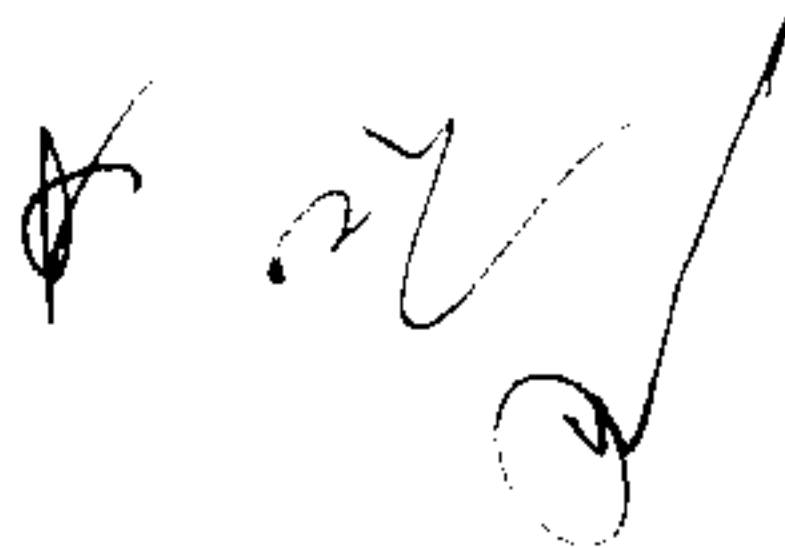
**7. Prayer:**

.....  
.....  
.....  
.....

**Place**.....

**Date**.....

**Appellant's signature**





## **Annexure F : Additional Conditions of Contract**

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

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

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

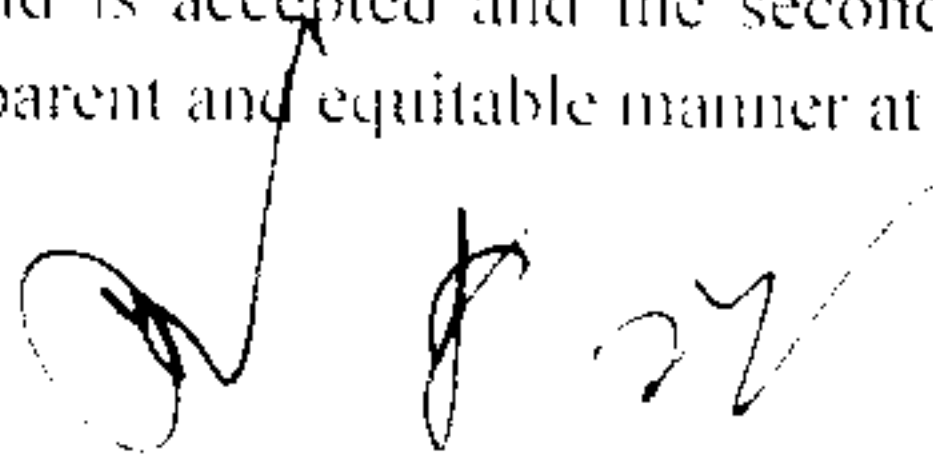
If the Bidder that submitted the lowest evaluated Bid does not accept the correction of error, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

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

- i. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- ii. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, 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-
  - a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
  - b) 50% of the value of goods or services of the original contract.]

### **3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in the order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

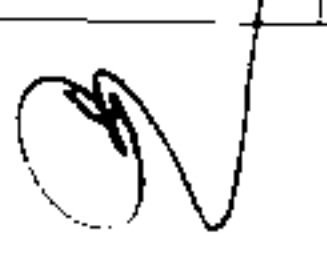


## :: करार पत्र ::

यह करार पत्र आज दिनांक ..... माह ..... सन ..... को एक पक्ष के ..... (जिसे इसमें आगे "अनुमोदित प्रदायकर्ता" कहा गया है तथा इस अभिव्यक्ति में, जहां संदर्भ द्वारा ऐसा स्वीकार किया जाएगा, इसके उत्तराधिकारियों, निष्पादकों एवं प्रशासकों को शामिल किया हुआ समझा जाएगा) तथा राजस्थान राज्य सरकार (जिसे इसमें आगे "सरकार" कहा गया है तथा इस अभिव्यक्ति में, जहां संदर्भ द्वारा ऐसा स्वीकार किया जाएगा, उसके पद के उत्तराधिकारियों एवं समनुदेशीतियों को शामिल किया हुआ समझा जाएगा) द्वितीय पक्ष के बीच सम्पन्न किया गया।

1. चूंकि अनुमोदन प्रदायकर्ता राजस्थान राज्य के ..... को उसके मुख्यालय पर तथा सम्पूर्ण राजस्थान में उसकी शाखा कार्यालयों को भी, इससे संलग्न अनुसूची में दी गयी सभी माल की बोली एवं संविदा की शर्तों में दिए गये तरीके से तथा उक्त अनुसूची के कालम ..... में दी गयी दरों पर प्रदाये करने के लिए सरकार से सहमत हो गया है।
2. चूंकि अनुमोदित प्रदायकर्ता ने रुपये ..... की राशि ..... निम्न प्रकार से जमा करायी है:-
  - i. नकद/बैंक ड्राफ्ट/चालान संख्या/बैंकर्स चेक संख्या ..... दिनांक ..... द्वारा,
  - ii. विभागीय प्राधिकारियों के पास विधिवत रहन रखकर डाकघर बचत पास बुक के रुपये में,
  - iii. राष्ट्रीय बचत प्रमाणपत्रों/डिफेंस सेविंग्स सर्टिफिकेट्स/ किसान विकास पत्रों या अल्प वचतों को प्रोत्साहन देने हेतु राष्ट्रीय बचत योजनाओं के अंतर्गत किन्हीं अन्य स्क्रिप्ट/इन्स्ट्रूमेंट के रूप में, यदि इन्हें सम्बंधित नियमों के अधीन (प्रमाण पत्र उनके समर्पण मुख्य पर स्वीकार किये जायेंगे) उक्त करार के निष्पादन के लिए कार्य संपादन प्रतिभूति के रूप में गिरवी रखा जा सकता हो तथा उसे विभागीय प्राधिकारियों रूप से औपचारिक रूप से हस्तांतरित कर दिया गया हो।
3. अतः अब यह विलेख निम्नलिखित का साक्षी है:-
  - i. इससे संलग्न अनुसूची में दी गयी दरों पर ..... के मार्फत सरकार द्वारा किये जाने वाले भुगतान के प्रतिफल में अनुमोदित प्रदायकर्ता ..... ओर उसके ..... में तथा बोली एवं संविदा की शर्तों में दिए गए तरीके से उक्त वस्तु का विधिवत प्रदाय करेगा।
  - ii. बोली आमन्त्रण सूचना संख्या ..... दिनांक ..... से संलग्न खुली प्रतियोगिता बोली/दर संविदा हेतु बोली एवं संविदा की शर्तों को तथा इस करार पत्र से जुड़ी शर्तों को इस करार पत्र के भाग के रूप में लिया हुआ समझा जाएगा तथा ये इस करार पत्र को निष्पादित करने वाले पक्षकारों के लिए मान्य होंगे।
  - iii. बोलीदाता से प्राप्त पत्र संख्या ..... तथा सरकार द्वारा जारी किया पत्र संख्या ..... भी जो इस करार पत्र के साथ संलग्न किया गये है, इस करार पत्र के भाग के रूप में होंगे।
4. (क) सरकार एतद द्वारा स्वीकार करती है कि यदि अनुमोदित प्रदायकर्ता उक्त माल का उपर्युक्त तरीके से विधिवत प्रदाय करेगा, उक्त शर्तों का पालना करेगा तथा उन्हें बनाए रखेगा, तो सरकार ..... के माध्यम से अनुमोदित प्रदायकर्ता को उक्त शर्तों में दिए गये समय पर तथा तरीके से, प्रत्येक माल प्रेषण के लिए देय राशि का भुगतान करेगी या भुगतान करवाएगी।  
 (ख) भुगतान की विधि नीचे वर्णन किये गये अनुसार होगी:-
  1. ....
  2. ....
  3. ....
5. माल की सपुर्दगी प्रदाय हेतु आदेश देने की तारीख से नीचे अंकित अवधि के भीतर प्रारम्भ की जाकर पूर्ण की जायेगी:-

क्रम संख्या	मदों की संख्या	सुपुर्दगी अवधि

 27



6. (1) यदि परिसमापित नुकसानी के साथ सुपुर्दगी की अवधि में वृद्धि की गयी हो तो प्रदाय न किये गये सामानों के लिए निम्नलिखित प्रतिशत के आधार पर वसूली की जाएगी:-
- (i) विहित सुपुर्दगी अवधि की एक चौथाई अवधि तक के विलंब के लिए- 2.5 %
  - (ii) एक चौथाई अवधि से अधिक किन्तु आधी अवधि से अनधिक के लिए- 5 %
  - (iii) आधी अवधि से अधिक किन्तु तीन चौथाई अवधि से अनधिक के लिए- 7.5 %
  - (iv) विहित सुपुर्दगी अवधि की तीन चौथाई अवधि से अधिक के विलम्ब के लिए- 10 %
- टिप्पणी-
- (i) प्रदाय में विलम्ब की अवधि की गणना करते समय आधे दिन से कम को छोड़ दिया जायेगा।
  - (ii) स्वीकार की गयी परिसमापित नुकसानी की अधिकतम राशि 10 होगी।
  - (iii) यदि प्रदायकर्ता किसी प्रकार की बाधा के घटित हो जाने के कारण संविदान्तर्गत प्रदाय को पूरा करने के लिए समय में वृद्धि करने के लिए कहता है, तो वह लिखित में उस प्राधिकारी को आवेदन करेगा जिसने वह प्रदाय आदेश दिया था। किन्तु यह आवेदन बाधा के घटित की होने पर तत्काल उसी समय दिया जाएगा न की प्रदाय को पूर्ण करने की निर्धारित तारीख के बाद दिया जाएगा।
- (2) यदि माल के प्रदाय में विलम्ब ऐसे विघ्न के कारण हुआ हो, जो बोलीदाता के नियंत्रण के परे हो तो सुपुर्दगी की अवधि में वृद्धि परिसमापित नुकसानी के साथ या उसके बिना कर दी जाएगी।
7. उपापन में किसी भी प्रकार के विवाद की स्थिति में उपापन संस्था का निर्णय अंतिम एवं सर्वमान्य होगा तथा न्याय क्षेत्र अजमेर होगा।

इससे साक्ष्य में इसमें पक्षकारों ने आज दिनांक.....माह.....सन 20.....को अपने हस्ताक्षर किये।

अनुमोदित प्रदायकर्ता के हस्ताक्षर

राज्यपाल के लिए एवं उनकी ओर से  
हस्ताक्षर पदनाम

दिनांक

दिनांक

साक्षी संख्या 01

साक्षी संख्या 01

साक्षी संख्या 02

साक्षी संख्या 02

