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**RAJASTHAN UNIVERSITY OF VETERINARY AND ANIMAL SCIENCES,  
(RAJUVAS), BIKANER.**

No: F.17/ RAJUVAS / (COMP. / PUR.)2019 - 20/ 90Dated: - 11-09-2019

**OPEN COMPETITIVE BIDDING FOR RATE CONTRACT**  
**(e - Procurement) No. 2/2019-20**

Proposals from original manufacturer or their authorized distributors / dealers for Indigenous and Imported items, are invited (in two parts i.e Technical Bid(Part-I ) and Financial/Price Bid (Part-II) for rate contract and supply of following categories of item to **Rajasthan University of Veterinary and Animal Sciences, (RAJUVAS), Bikaner** and its other units functioning at various places in Rajasthan. Items required are to be supplied F.O.R. to the concern order placing units.

The proposals can be downloaded /uploaded from 12.9.2019. However proposals are to be uploaded for submission only on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)

Sl. No.	Categories (Separate tender forms are required for each category)	Approximate Purchase Value (In Lakhs)	Tender Fee (In Rupees)	Bid security (In Rupees)	Tender Processing Fee (In Rupees)	Pre Bid Date	Last date of submission / uploading of Bid on e - proc.	Date of opening of Technical Bid
1	2	3	4	5	6	7	8	9
1.	Imported Instruments & equipments / farm tools & equipments including spares and accessories (up to Rs. 10.00 lakh each item, excluding GST)	100.00	500.00	2,00,000.00	1000.00	19.09.2019 at 11.30 AM	01.10.2019 up to 5.00 PM	03.10.2019 At 11.30 AM
2.	Indigenous Instruments & equipments farm tools & equipments including spares and accessories (up to Rs. 10.00 lakh each item, excluding GST)	100.00	500.00	2,00,000.00	1000.00	19.09.2019 at 11.45 AM	01.10.2019 up to 5.00 PM	03.10.2019 At 12.30 PM
3.	Imported Chemicals / Reagents / Culture media etc.	50.00	500.00	1,00,000.00	1000.00	19.09.2019 At 12.30 PM	01.10.2019 up to 5.00 PM	03.10.2019 At 1.00 PM
4.	Indigenous Chemicals / Reagents / Culture media etc	75.00	500.00	1,50,000.00	1000.00	19.09.2019 At 12.45 PM	01.10.2019 up to 5.00 PM	03.10.2019 At 1.30 PM
5.	Imported Glassware	25.00	500.00	50,000.00	1000.00	19.09.2019 At 1.00 PM	01.10.2019 up to 5.00 PM	03.10.2019 At 2.30 PM
6.	Indigenous Glassware	25.00	500.00	50,000.00	1000.00	19.09.2019 At 1.15 PM	01.10.2019 up to 5.00 PM	03.10.2019 At 3.00 PM
7.	Imported Plasticwares and Labware	25.00	500.00	50,000.00	1000.00	19.09.2019 At 2.30 PM	01.10.2019 up to 5.00 PM	03.10.2019 At 3.30 PM
8.	Indigenous Plasticwares and Labware	25.00	500.00	50,000.00	1000.00	19.09.2019 At 3.00 PM	01.10.2019 up to 5.00 PM	03.10.2019 At 4.00 PM
9.	Imported Test/ Diagnostic/Elisa kits	25.00	500.00	50,000.00	1000.00	19.09.2019 At 3.30 PM	01.10.2019 up to 5.00 PM	03.10.2019 At 4.15 PM
10.	Indigenous Test/ Diagnostic/Elisa kits	25.00	500.00	50,000.00	1000.00	19.09.2019 At 3.45 PM	01.10.2019 up to 5.00 PM	03.10.2019 At 4.30 PM

Approximate Quantity: - No Minimum quantity is guaranteed.

Detailed terms and conditions of the rate contract and Proposal form are available on website [www.rajuvas.org](http://www.rajuvas.org) , <http://sppp.raj.nic.in> and [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) for down loading.



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**RAJASTHAN UNIVERSITY OF VETERINARY AND ANIMAL SCIENCES,**  
**(RAJUVAS), BIKANER**

**SPECIFIC TERMS AND CONDITIONS OF RATE CONTRACT FOR IMPORTED EQUIPMENTS & INSTRUMENTS / FARM TOOLS & EQUIPMENTS INCLUDING SPARES AND ACCESSORIES.**

1. Online bid should be submitted in two parts i.e Technical Bid(Part-I ) and Financial/Price Bid (Part-II).
2. The General and Specific terms and conditions for this rate contract (RC) should be read thoroughly before uploading the proposals. Offer of any firm not submitting documents as mentioned in "Instructions" shall not be considered for rate contract.
3. Rate contract form should be completely filled and authenticated by the authorized signatory.
4. The proposals shall not be considered without Tender Fee, Tender Processing fee and Bid security.
5. The University can send a team of experts to inspect premises of Manufacturers and if anything is found inadequate regarding manufacturing quality and certificates, the total expenses incurred on inspecting committee will be charged from the manufacturer firm and appropriate legal action may be taken simultaneously and contract of such manufacturer of items shall be cancelled, as deemed proper both before and after the rate contract (RC).
6. The University reserves the right to consider any proposal in whole or in part or reject without assigning any reason.
7. Net rates of each item, after discount, if any, shall be F.O.R. destination (at the various units/ stations/ centres/campuses of the University situated in different districts of Rajasthan) of the consignee, irrespective of amount of any single order.
8. (i) The supply orders will be placed upon to the bidder (OEM) or authorised distributor / dealer.  
(ii) **In any case, OEM will appoint / authorise only one authorised distributor / dealer. If more than one distributor / dealer are authorised, the bid will be rejected.**
9. Rates quoted only in Indian rupees will be accepted.
10. Rates quoted in BOQ (financial bid) should clearly mention the discount on price list submitted as Annexure IV.
11. In case of instruments/ farm tools/ equipments, before placing supply order, the firms may be asked to provide live demo.
12. Under the **IMPORTED EQUIPMENTS & INSTRUMENTS / FARM TOOLS & EQUIPMENTS INCLUDING SPARES AND ACCESSORIES** category, offers of OEM or their authorized distributors/Dealers are eligible to submit their bid. A certificate of authorization in original from the OEM is to be submitted in the name of **The Comptroller, Rajasthan University of Veterinary and Animal Sciences, Bikaner as Annexure -II.**
13. The bidder must provide quality certificates i.e. ISI/CE/US FDA/ISO9001/ISO 14001, whichever are applicable as Annexure-I.
14. Any item(s) approved in favour of OEM/bidder in GeM portal, the same should be strike off from the price list. During the validity of this contract any item approved by Gem portal, the same should also be informed to the university, which shall immediately be deemed as deleted from the price list/Rate contract (RC).
15. Under Instrument category, it would be mandatory to provide **one year's complete guarantee** of instrument after installation with replacement clause (in case repairs do not bring the instrument back to new and original shape and performance status).
16. For imported items, proposals from OEM or their authorised distributors / dealer, rates in **Indian rupees only** shall be considered.
17. The University is authorised for availing custom exemption as per rules and hence, the rates should be submitted accordingly, without including exemptible custom duties. Necessary certificates and documents shall be provided by the order placing authorities/Consignees.

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18. The University is also authorised to avail GST @5% as per GST Notification No. 45/2017-Central Tax (Rate) New Delhi, the 14<sup>th</sup> November, 2017, so the rates of items should be quoted without GST. Necessary certificates & documents shall be provided by the order placing authorities/consignee.
19. Approval of rate contract will be without any commitment to minimum quantum of order and kind regarding quantity or amount of order.
20. Supplier shall owe the sole and complete liability of safe handover of goods to the stores/any other place specified by the consignee after arrival of goods at the campus. Any breakage/loss/damage shall be made by replacements of goods is mandatory at the risk and cost of the supplier.
21. It shall be sole liability of the bidder, whether it is OEM or its authorized distributor / dealer in India, to fulfil conditions of the tender and contract for General and specific terms and conditions.
22. **Withdrawal, substitution and modifications of bids:** -
  - 1 A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by him or his authorised representative (authorisation letter be enclosed). Corresponding substitution or modification of the bid must accompany the written notice. The notice must be:-
    - a. Submitted in accordance with the bidding documents, and in addition, the envelope shall be clearly marked as "Withdrawal", "Substitution", or "Modification", and
    - b. Received by the person authorised to receive the bids or directly dropped in the bid box prior to the last time and date fixed for receiving of bids.
  - 2 Bids requested to be withdrawn shall be returned unopened to the bidders
  - 3 No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids.

23. **Delivery Period**-The items should be supplied within 60 days from the date of supply order. Liquidated damages shall be recovered at the prescribed rates, if the firm fails to supply within the supply period, provided that the ordering authority on the requested of the firm may extend the supply period before its expiry after being satisfied with the reason given by the firm for inordinate delay in supplies. However, extension of supply period may be with or without liquidated damages.

In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of the following percentage of value of stores which the tenderer 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 delivery period-<br>(Fraction of day in reckoning of delay in supplies shall be eliminated if it is less than half a day). | 10%  |
24. Tenderers or their representative may be present at the time of opening of the proposals.
  25. Proposals received after due date and time will not be considered.
  26. The price quoted should be for complete terms of reference. Mid-term revision shall not be allowed and in such cases, the matter shall be dealt with as breach of terms and conditions.
  27. Approved rate contract shall remain valid for **Two years from the date of Rate Contract** which can be extended further on mutual agreement as per rules. Proposals valid for a shorter period shall be rejected.
  28. Stores shall be supplied and installed at the premises of the supply order placing authority. No other charges such as octroi, packing, forwarding, freight insurance, loading and unloading clearance, installation and commissioning, orientation on the job training etc. will be allowed.
  29. Payment against Bill/invoice shall be released only after supply and installation and observance of satisfactory performance of the instrument, No interest will be payable on the delayed payment for any reason, what so ever, payment will be made directly to the agency to which orders have been placed through DD / Cheques / PFMS / IFMS etc. as per rules.

  
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### **30. Bid Security-**

- A. Bid security shall be 2% or as specified by the University of the Estimated Value of subject matter of procurement put to bid. In case of Small-Scale Industries of Rajasthan, it shall be 0.5% of the quantities offered for supply and in cases of sick industries, other than small scale industries whose case are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the values of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bid. The bidder will have to submit the certificate issued by respective department for availing relaxation in bid security.
- B. In lieu of bid security, a bid securing declaration shall be taken from the :-
  - i. Departments / boards of the State Government / Central Government
  - ii. Government Companies as defined in clause (45) of section 2 of companies Act 2013
  - iii. Company owned or controlled, directly or indirectly by Government, by Central Government or by any State Government or Governments, or partly by the Central Government and partly by one or State Government which is subject to audit by the auditor appointed by the COMPTROLLER and Auditor General of India under sub section (5) or (7) of section 139 of companies Act – 2013 or.
  - iv. Autonomous bodies registered societies, Co – Operative societies owned or controlled or managed by state Government or Central Government.
- C. Bid security instrument of a bid securing declaration shall necessarily accompany the sealed bid.
- D. Bid Security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- E. The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. **The bid security must remain valid thirty days beyond the original or extended validity period of the bid.**
- F. The bidding documents may stipulate that the issuer of the security and the confirmor, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.
- G. Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmor, if required. The procuring entity shall respond promptly to such a request.
- H. The Bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmor does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmor, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- I. The bid security taken from a bidder shall be forfeited in the following's cases, namely:-
  - a) When the bidder withdraws or modifies its bid after opening of bids
  - b) When the bidder does not execute the agreement, if any, after placement of supply work order within the specified period.
  - c) When the bidder fails to commence the supply of the goods or service or execute work as per Supply/work order within the time specified.
  - d) When the bidder does not deposit the performance security within specified period after the Supply / work order is placed, and
  - e) If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act 2012 and Chapter VI of RTPP Rule – 2013 rules.

31. The Submission of the tender shall be taken as the implied acceptance of all terms and conditions stipulated herein.

32. Performance Security: -

- a. Performance security shall be solicited from all successful bidders except the departments of the State Government and undertaking, corporation, 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.

  
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- b. The amount of performance security shall be 5% (five percent), or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 10% (ten percent) of the amount of work order in case of procurement of works. In case of small scale Industries of Rajasthan it shall be 1% (one percent) of the amount of quantity ordered for supply of goods and in case of sick industries, other than small scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% (two percent) of the amount of supply order.
- c. Performance security shall be furnished in any one of the following forms: -
- Bank Draft or Banker's Cheque of a scheduled bank.
  - Bank Guaranty.
- d. Performance security furnished in the form specified in clause a-b of sub-rules (3) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
33. In case of any change in the ownership/authorized dealership/service provider, it shall be mandatory for the supplier/billing agency as well as principal (old and new) to inform consignee the new name and address for future use.
34. During the contact period, in case rates of contracted price list / items increases or decreases, increased rates will no be paid. However in case of fall in prices, the same will be paid.
35. If the rate contract holder quotes/reduces its price to render similar goods at a price lower than the rate contract price to anyone at any time during the currency of the rate contract, the rate contract price, shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contract shall also be given opportunity to reduce price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its prices shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.
36. (i) **Only Printed price list of OEM / authorised dealer** should be enclosed for imported products as annexure-IV. The prices of items should be quoted in Indian rupees only. The prices quoted in the price list should not include any of taxes and duties like custom duty, CGST/RGCT/IGST etc. **Equipments & Instruments / farm tools/equipments including spares and accessories costing more than Rs. 10.00 Lac (Rupees Ten Lac only) each item should not be included in the price list.**
- (ii) The price list must be submitted to this office physically before last date of submission of the bid. Tenders without price list shall not be entertained. **Photo copy of the price list shall not be accepted.. However the bidder can also submit authentic C.D. of price list of OEM but original price list of OEM/dealer must be provided.**
37. Bid submitted (Technical and Financial, Both) by the bidder **will remain valid for 90 days** from the date of opening of technical Bid.
38. A pre bid meeting will be held on 19.9.2019 at 11.30 AM in the conference hall of Department of ABG. Interested bidders may submit their quarries up to 3.30 PM of 18.9.2019.
39. Those bidders whose Technical Bids are found technically qualified, only their Financial Bid will be opened/ downloaded.
40. Besides the above terms and conditions, the general terms and conditions of RAJUVAS as well as RTPP Act, 2012 and RTPP Rule, 2013 will also be applicable.
41. Appellant Authority:
- First Appellant Authority - Registrar, RAJUVAS, Bikaner
  - Second Appellant Authority - Hon'ble Vice-Chancellor, RAJUVAS, Bikaner



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SR Form No. 16  
(A) CONDITIONS OF BID AND CONTRACT FOR OPEN BID  
(See Rule 68)

Note: Bidders should read these conditions carefully and comply strictly while sending/submitting their Bids

- 1 Bids must be enclosed in a properly sealed envelope or uploaded on e-proc, according to the directions given in the Bid notice.
- 2 "Bids by bonafide dealers" Bids shall be given only by his authorized bonafide dealers in the goods. They shall therefore, furnish a declaration in the **SR FORM 11**.
- 3
  - (i) Any change in the constitution of the firm etc. shall be notified forth with by the contractor in writing to the purchase office and such change shall not relieve any former member of the firm etc., from any liability under the contract.
  - (ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to avoid by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them will be sufficient discharge for any of the purpose of the contract.
- 4 GST Registration and Clearance Certificate: No dealer who is not registered under the GST Act prevalent in the State where his business is located shall Bid. The GST Registration Number should be quoted and a GST / VAT Clearance Certificate from the State Taxes officer of the circle concerned shall be submitted without which the Bid is liable to rejection.
- 5 In case of offline, Bid forms shall be filled in ink or typed. No Bid filled in pencil shall be considered. The Bidder shall sign the Bid form at each page and at the end in token of acceptance of all the terms and conditions of the Bid.
- 6 Rates shall be mentioned both in words and figures. There should not be errors and/ or overwriting. Corrections if any, should be made clearly and initialed with dates. The rates should mention element of the Rajasthan State GST and Central GST separately.
- 7 All rates quoted must be F.O.R. destination and should include all incidental charges except Central/Rajasthan GST Tax which should be shown separately.
- 8 The approved Supplier shall be deemed to have carefully examined the conditions, Specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of the these conditions or of the specifications, drawing etc., he shall, before signing the contract refer the same to the Purchase Officer and get clarifications.
- 9 The contractor shall not assign or sub-let his contract or any substantial part thereof, to other agency.

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**10 Inspection :-**

(a) The purchase officer or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or after wards as may he decides.

(b) The Bidder shall furnish complete address of the premises of his office, go down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those who have newly entered in business, a letter of introduction from their banker will be necessary.

**11** The contract for the supply can be repudiated at any time by the Purchase Officer, if the supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and recording of the reasons for repudiation.

**12** If the Purchase Officer does not purchase any of the Bided articles or purchase less than the quantity indicated in the Bid form, the Bidder shall not be entitled to claim any compensation.

(i) Remittance Charges on payment made shall be borne by the Bidder.

**13 Insurance:**

The successful bidder will be responsible for all kinds of claims (in case of accident, death etc. so the service providing person), if arises during contract period.

**14 Payments:**

i. Advance payment will not be made except in rare and special cases. In cases of advance payment being made, it will be against proof of dispatch and to the extent as prescribed in financial powers by rail/reputed goods transport companies, etc, and prior inspection, if any. The balance, if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection note given to the Bidder.

ii. Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in proper form by the Bidder to the Purchase Officer in accordance with GF & AR and all remittance charges will be borne by the Bidder.

iii. In case of disputed items, 10 to 25% of the amount shall be withheld and will be paid on settlement of the dispute.

iv. Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

**15** (i) The time specified for delivery in the Bid forms shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.

(ii) Liquidated damages : in case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of store which the Bidder has failed to supply :

1 (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 above three fourth of the prescribed delivery period.	10%

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- 2 Fraction of a day in reckoning period of delay in suppliers shall be eliminated if it less than half a day.
  - 3 The maximum amount of liquidated damages shall be 10% .
  - 4 If the suppliers require an extension of time in completion of contractual supply on account of Occurrence of any hindrance, he shall apply in writing to the authority which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
  - 5 Delivery Period may be extended with or without liquidated damages if the delays in the supply of goods are on account of hindrance beyond the control of the Bidder.
- 16 Recoveries:** Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be with-held to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.
- 17** If a Bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his Bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of Bid issued by the Purchase officer.
- 18** The Purchase Officer reserves the right to accept any Bid not necessarily the lowest, reject any Bid without assigning any reasons and accept Bid for all or anyone or more of the articles for which Bidder has been given or distribute items of stores to more than one firm/supplier.
- 19** The Bidder shall furnish the following documents at the time of execution of agreement: -  
i. Attested copy of partnership deed in case of partnership firms.  
ii Registration Number and year of registration in case partnership firm is registered with Registrar of firms.  
iii Address of residence and office, telephone number in case of sole proprietorship.  
iv Registration issued by the Registrar of Companies in case of company.
- 20** If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms the contact, the matter shall be referred to by the parties to head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this department contract and his decision shall be final.
- 21** All legal proceedings, if necessary arise to institute may be any of the parties (University / Department or Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

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**22 Interference with procurement process: -**

**(1) Whoever-**

- a. Interferes with or influences any procurement process with the intention of securing any wrongful gain or undue advantage for any prospective bidder, or
- b. Interferes with the procurement process with the intention of causing any unfair disadvantage for any prospective bidder, or
- c. Engages in any action or lobbying, directly or indirectly, with the objective of unduly restriction fair competition, or
- d. Intentionally influences any procuring entity or any officer or employee thereof or willfully or fraudulently makes any assertion or representation that would restrict or constrain fair competition in any procurement process, or
- e. Engages a former officer or employee of a procuring entity as an employee, director, consultant, adviser or otherwise, within a period of one year after such former officer or employee was associated with a procurement in which the employer had an interest, or
- f. Engages in any form of bid-rigging, collusive bidding or anticompetitive behavior in the procurement process, or
- g. Intentionally breaches confidentially referred to in section 49 of the Act, for any undue gain, shall be punished with imprisonment for a term which may extend to five years and shall also be liable to fine which may extend to fifty lakh rupees or ten per cent or the assessed value of procurement, whichever is less.

**(2) A bidder who-**

- a. Withdraws from the procurement process after opening of financial bids.
- b. Withdraws from the procurement process after being declared the successful bidder.
- c. Fails to enter into procurement contract after being declared the successful bidder.
- d. Fails to provide performance security or any other document or security required in terms of the bidder documents after being declared the successful bidder, without valid grounds, shall in addition to the recourse available in the bidding documents or the contract be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement whichever is less.

**23 Vexatious appeals or complaints: -** Whoever intentionally files any vexatious frivolous or malicious appeal or complaint under this Act, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

**24 Offences by companies: -**

- i. Where an offence under this Act has been committed by a company, every person who at time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly. Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

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- ii. Notwithstanding anything contained in sub-section (1), where as offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

**Explanation: - For the purpose of this section-**

- (i) "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals, and
- (ii) "Director" in relation to a limited liability partnership or firm, means a partner in the firm.

**25 Abetment of certain offences:** - Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

**26 Debarment from bidding:** -

- i. A bidder shall be debarred by the state Government if he has been convicted of offence
  - (a) Under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988), or
  - (b) under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- ii. A bidder debarred under sub-section (1) shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- iii. If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of section 11, it may debar the bidder for a period not exceeding three years.
- iv. Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- v. The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

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- 27 Purchase Preference:-** 15% Purchase preference will be given to the goods produced or manufactured by small scale industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995 and approved by Board. Purchase preference admissible to the PSUs of the state of Rajasthan and to the SSI of the state of Rajasthan together shall not exceed 25% (10% for PSUs and 15% of SSI units.) However these units will be required to participate in bidding process and match lowest price (L-1).
- 28 Qualification of bidders:** - In addition to the provisions regarding qualification of bidders as set out in section 7 of the Act –
- (a) The procuring entity shall disqualify a bidder if it finds at any time that-
    - (i) The information submitted, concerning the qualifications of the bidders, was false or Constituted a misrepresentation ; or
    - (ii) The information submitted, concerning the qualification of the bidder, was Materially inaccurate or incomplete; and
  - (b) The procuring entity may require a bidder, who was re-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procurement entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.
- 29 Eligibility of Bidder: -**
- (1) A bidder may be a natural person, private entity, government-owned or, where permitted in the bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint Venture. In case of a joint Venture:-
    - (a) All parties to the joint venture shall sign the bid and they shall be jointly and severally liable; and.
    - (b) A Joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the joint venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered joint venture company/firm or otherwise all the parties to joint venture shall sign the Agreement.
  - (2) A bidder should not have a conflict of interest in the procurement in question as stated in RTPP - 2013 rule 81 and the bidding documents. The procuring entity shall take appropriate action against the bidder in accordance with section 11 of the Act, and chapter IV of the Act, if it determines that a conflict of interest has flawed the integrity of any procurement process. All bidders found to have a conflict of interest shall be disqualified.
  - (3) A bidder debarred under section 46 of Act, shall not be eligible to participate in any procurement process undertaken by:-
    - (a) Procuring entity, if debarred by the state government; and
    - (b) Any procuring entity, if debarred by such procuring entity.
  - (4) In case of procurement of goods, **bidder must be a manufacturer, distributors or bona-fide dealer in the goods and it shall furnish necessary proof for the same** in the specified format. Where applicable, proof of authorization by the manufacture or country distributor in India, shall be enclosed.

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**Conditions according to provisions of the Rajasthan Transparency Public Procurement Act, 2012 and Rules 2013.**

**30. Bid Security: -**

- A. Bid security shall be 2% or as specified by the University of the Estimated Value of subject matter of procurement put to bid. In case of Small-Scale Industries of Rajasthan, it shall be 0.5% of the quantities offered for supply and in cases of sick industries, other than small scale industries whose case are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the values of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bid. The bidder will have to submit the certificate issued by respective department for availing relaxation in bid security.
- B. In lieu of bid security, a bid securing declaration shall be taken from the :-
  - i. Departments / boards of the State Government / Central Government.
  - ii. Government Companies as defined in clause (45) of section 2 of companies Act 2013.
  - iii. Company owned or controlled, directly or indirectly by Government, by Central Government or by any State Government or Governments, or partly by the Central Government and partly by one or State Government which is subject to audit by the auditor appointed by the COMPTROLLER and Auditor General of India under sub section (5) or (7) of section 139 of companies Act – 2013 or.
  - iv. Autonomous bodies registered societies, Co – Operative societies owned or controlled or managed by state Government or Central Government.
- C. Bid security instrument of a bid securing declaration shall necessarily accompany the sealed bid.
- D. Bid Security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- E. The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. **The bid security must remain valid thirty days beyond the original or extended validity period of the bid.**
- F. The bidding documents may stipulate that the issuer of the security and the confirmor, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.
- G. Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmor, if required. The procuring entity shall respond promptly to such a request.
- H. The Bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmor does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmor, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- I. The bid security taken from a bidder shall be forfeited in the following's cases, namely: -

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- a) When the bidder withdraws or modifies its bid after opening of bids.
- b) When the bidder does not execute the agreement, if any, after placement of supply work order within the specified period.
- c) When the bidder fails to commence the supply of the goods or service or execute work as per Supply/work order within the time specified.
- d) When the bidder does not deposit the performance security within specified period after the Supply/ work order is placed, and.
- e) If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act 2012 and Chapter VI of RTPP Rule – 2013 rules.
  - a. In case of open competitive bidding, two - stage bidding, rate contract, electronic reverse auction, and bid security shall be 2% or as specified by the University of the Estimated Value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan, it shall be 0.5% of the quantities offered for supply and in cases of sick industries, other than small scale industries whose case are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bid. The bidder will have to submit the certificate issued by respective department for availing relaxation in bid security.
  - b. In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the state Government and Government undertakings of the Central Government.
  - c. Bid security instrument of a bid securing declaration shall necessarily accompany the sealed bid.
  - d. Bid Security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
  - e. The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. **The bid security must remain valid thirty days beyond the original or extended validity period of the bid.**
  - f. The bidding documents may stipulate that the issuer of the security and the confirmor, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.
  - g. Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmor, if required. The procuring entity shall respond promptly to such a request.

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- h. The Bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmee does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmee, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- i. The bid security taken from a bidder shall be forfeited in the following cases, namely:-
  - (a) When the bidder withdraws or modifies its bid after opening of bids.
  - (b) When the bidder does not execute the agreement, if any, after placement of supply work order within the specified period.
  - (c) When the bidder fails to commence the supply of the goods or service or execute work as per Supply/work order within the time specified.
  - (d) When the bidder does not deposit the performance security within specified period after The Supply/ work order is placed, and.
  - (e) If the bidder breaches any provision of code of integrity prescribed for bidders specified In the Act and Chapter VI of RTPP Rule – 2013 rules.

j. **Sale of Bidding documents:** - Bidding documents purchased by Principal of any concern may be used by its authorized sole selling agents/marketing agents/distributors/sub-distributors and authorized dealers or vice versa.

**31 Validity:** Bids shall remain valid for a period of 3 months from the date of opening of Bid. A bid valid for shorter period shall be rejected as non responsive.

**32 Format and signing of bids:-**

- 1. The bidder shall prepare one original set of the bidding documents called Bid and clearly mark it as “ORIGINAL” and if asked, the bidder shall submit additional copies of the bid in such number as specified in the bidding documents and clearly mark them as “COPY”. In the event of any discrepancy between the original bid and its copies, the contents of the original bid shall prevail.
- 2. The original and all copies of the bid shall be typed or written in ink **and its all the pages shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder**, in token of acceptance of all the terms and conditions of the bidding documents. This authorization shall consist of a written confirmation as specified in the bidding documents and shall be attached to the bid.
- 3. Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 4. Similar procedure for signing of bids shall be adopted for Technical and Financial bids, if two part bids have been invited.

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**33 Sealing and marking of bids:-**

1. Bidders may submit their bids by post or by hand but if so specified in the bidding documents, bidders shall submit their bids only electronically. **Bidders submitting bids electronically shall follow the electronic bid submission procedure as specified on the State Public Procurement Portal.**
2. Bids submitted by post or by hand shall enclose the original and each copy of the bid in separate sealed envelopes duly marked envelopes as "ORIGINAL" and "COPY". The envelopes containing the original and the copies shall then be enclosed in one single envelope.
3. The inner and outer envelopes shall:-
  - a. bear the name and complete address along with telephone/mobile number of bidder
  - b. bear complete address of the procuring entity with telephone numbers, if any
  - c. bear the specific identification of the bidding process pursuant to Notice Inviting Bids and any additional Identification marks as specified in the bidding documents, and.
  - d. Bear a warning not to be opened before the time and date for bid opening in accordance with the Notice Inviting Bids.
4. If all envelopes are not sealed and marked as required, the procuring entity shall assume no responsibility about its consequences.
5. Similar procedure for sealing and making of bids shall be adopted for Technical and Financial bids, if two part bids have been invited.

**34 Late Bids:-** The person authorized to receive the bids shall not receive any bid that it submitted personally, after the time and date fixed for submission of bids. Any bid which arrives by post after the deadline for submission of bids shall be declared and marked as "Late" and returned unopened to the bidder by registered post.

**35 Withdrawal, substitution and modification of bids:-**

- 1 A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by him or his authorized representative (authorization letter be enclosed). Corresponding substitution or modification of the bid must accompany the written notice. The notice must be-
  - (a) submitted in accordance with the bidding documents and in addition the envelope shall be clearly marked as "**Withdrawal**", "**Substitution**", or "**Modification**", and
  - (b) Received by the person authorized to receive the bids or directly dropped in the bid box prior to the last time and date fixed for receiving of bids.
- 2 Bids, requested to be withdrawn shall be returned unopened to the bidders.
- 3 **No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids.**

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### **36 Opening of Bids:-**

- (1) The sealed bid box shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the bidding documents in the presence of the bidders or their authorized representatives, who choose to be present.
- (2) If electronic bidding is adopted, specific electronic bid opening procedure as specified on the State Public Procurement Portal Shall be followed. The bidders may witness the electronic bid opening procedure online.
- (3) The bids shall be opened by the bids opening committee in the presence of the bidders or their authorized representatives who choose to be present. **All envelopes containing bids shall be signed with date by the members of the committee in token of verification of the fact** that they are sealed. The envelopes shall be numbered as a/n where 'a' denotes the serial number at which the bid envelop has been taken for opening and 'n' denotes the total number of bids received by specified time.
- (4) The bid opening 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 bidder's names and addresses. The authority letters 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.
- (5) First, envelopes marked as "WITHDRAWAL" shall be opened, read out, and recorded and the envelope containing the corresponding bid shall not be opened but returned to the bidders. No bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal notice is not accompanied by the valid authorization the withdrawal shall not be permitted to be withdrawn unless the corresponding bid shall be opened. Next envelopes marked as "SUBSTITUTION" shall be opened, read out recorded and exchanged for the corresponding bid being substituted and the substituted bid shall not be opened, but returned to the bidder. No bid shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution notice contains a valid authorization to request the submission and is read out and recorded at bid opening. Envelopes marked as "MODIFICATION" shall be opened there after read out and recorded with the corresponding bid. No bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out and recorded at bid opening shall be considered further.
- (6) All other envelopes shall be opened one at a time and the following details shall be read out and recorded.
  - (a) The name of the bidder and whether there is a substitution or modification.
  - (b) The bid prices (per lot if applicable).
  - (c) The bid security, if required and.
  - (d) Any other details as the committee may consider appropriate.

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After all the bids have been opened, they shall be initialed and dated on the first page of the each bid by the members of the bids opening committee. All the pages of the price schedule and letters, Bill of Quantities attached shall be initialed and dated by the members of the committee. **Key information such as prices, delivery period etc. shall be encircled and unfilled spaces in the bids shall be marked and signed with date by the members of the committee.** The original and additional copies of the bid shall be marked accordingly.

**Alterations/corrections/additions/over-writing shall be initialed legible to make it clear that such alteration, etc were existing in the bid at the time of opening.**

- (7) No bid shall be rejected at the time of bid opening except the late bids, alternative bids (if not permitted) and bids not accompanied with the proof of payment or instrument to the required price of bidding documents, processing fee or user charges and bid security.
  - (8) The bid opening committee shall prepare a record of the bid opening that shall include the name of the bidder and whether there is a withdrawal, substitution, or modification the bid price per lot (if applicable) any discounts and alternative offers (if they were permitted), any conditions put by bidder and the proof of the payment of price of bidding documents, processing fee or user charges and bid security. The bidders or their representatives, who are present, shall sign the record with date.
  - (9) In case of two part bids, only outer envelopes and envelopes marked as "technical Bid" shall be opened in the sequence of the serial numbers marked on them. The envelopes marked as "Financial Bid" shall be kept intact and safe and shall be opened of only those bidders who qualify in the evolution of their Technical Bids on the date and time to be intimated to those bidders.
  - (10) In case of two stage bidding the proposals received in response to invitation of Expression of Interest or Request for Qualification in the first stage shall be opened as per the procedure specified for the opening of Single part bid the procedure for opening of second stage bids shall be similar to that for opening of Two part bids. In case Technical and Financial bids are invited in single envelope in second stage, the procedure for opening of the bids shall be as specified above.
- 37 Non-material Non-conformities in bids-
1. The bid evaluation committee **may waive any nonconformity in the bid that do not constitute a material deviation, reservation or omission, the bid shall be deemed to be substantially responsive.**
  2. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts, VAT / GST clearance certificate, PAN, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its bid.
  3. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under sub-rule (2).

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**38 Correction of arithmetical errors**

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 (a) and (b) above. If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.

**39 (1) Comparison of rates of firms outside and those in Rajasthan:** - While tabulating the bids of those firms which are not entitled to price preference, the element of Rajasthan GST Tax shall be excluded from the rates quoted by the firm of Rajasthan and the element of Central GST / IGST Tax shall be included in the rates of firms from outside Rajasthan for evaluation purpose.

(2) While comparing the rates in respect of firms within Rajasthan the element of GST shall be included.

**40 Price Preference:** -

Price and / or purchase Preference notified by the State Government and as mentioned in the bidding documents shall be considered in the evaluation of bids and award of contract.

**41 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 annual the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.

**42 Right to vary quantity :-**

- 1) 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 except otherwise provided in the bidding documents.
- 2) 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 work; and
  - b. 50% of the value of goods or services of the original contract.

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#### **43 Performance Security :-**

- i. Performance security shall be solicited from all successful bidders except the department's of the State Government and undertaking, corporation, 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.
- ii. The amount of performance security **shall be 5% (five percent), or as may be specified in the bidding documents**, of the amount of supply order in case of procurement of goods and services and **10% (ten percent) of the amount of work order in case of procurement of works**. In case of **small scale Industries of Rajasthan it shall be 1% (one percent) of the amount of quantity ordered** for supply of goods and **in case of sick industries, other than small scale Industries**, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), **it shall be 2% (two percent) of the amount of supply order**.
- iii. Performance security shall be furnished in any one of the following forms:-
  - (a) Bank Draft or Banker's Cheque of a scheduled bank.
  - (b) NEFT & RTGS.
- vi. Performance security furnished in the form specified in clause a-b of sub-rules (3) **shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations** of the bidder, including warranty obligations and maintenance and defect liability period.

#### **44 (A) Compliance with the code of Integrity**

Any person participating in a procurements process shall:-

- (i) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process to otherwise influence the procurement process.
- (ii) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- (iii) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair he transparency, fairness and progress of the procurement process.
- (iv) Not misuse any information shared between the procuring entity and the bidders with intent to gain unfair advantage in the procurement process.
- (v) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.
- (vi) Not obstruct any investigation or audit of a procurement process.
- (vii) Disclose conflict of interest, if any, and.
- (viii) 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.

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**(B) Compliance with No Conflict of Interest:-**

- a) A conflict of interest for procuring entity or its personnel and bidders 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.
- b) The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following:-
  - i. A conflict of interest occurs when procuring entity's personnel private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
  - ii. Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity's service of the receipt of a gift that may place the procuring entity's personnel in a position of obligation.
  - iii. A conflict of interest also includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favour.
  - iv. A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family friends or someone they favour to benefit from procuring entity's personnel's actions or decisions.

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

- a) They have controlling partners in common.
- b) They received or have received any direct or indirect subsidy from any of them.
- c) They have the same legal representative for purpose of the bid.
- d) They 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 or another.
- e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion to the same sub-contractor, not otherwise participating as a bidder, in more than one bid, or
- f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

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- 45** The prices under a rate contract shall be subject to price fall clause. If the rate contract holder quotes/reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firm and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

#### **46 Grievance Redressal during procurement process**

The designation and address of the first appellate authority is Registrar.

The designation and address of the Second appellate authority is Vice Chancellor.

##### **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 within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved, provided that after the declaration of a bidder as successful the appeal may be filed only by a bidder who has participated in procurement proceeding Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal.

Related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

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.

- (1) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

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**(2) Appeal not to lie in certain cases**

- No appeal shall lie against any decision of the procuring entity relating to the following matters, namely:-
- Determination of need of procurement.
  - Provisions limiting participation of bidders in the bid process.
  - The decision of whether or not to enter into negotiation.
  - Cancellation of a procurement process.
  - Applicability of the provision of confidentiality.

**(3) Form of Appeal**

- An appeal under sub – section (1) or (4) of section 38 shall be in Form along with as many copies as there are respondents in the appeal.
- 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.
- Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(4) Fee for filing Appeal**

- Fee for first appeal shall be rupees 2,500.00 (two thousand five hundred) and for second appeal shall be rupees 10,000.00 (ten thousand), which shall be non-refundable.
- The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled bank in India payable in the name of Appellate Authority concerned.

**(5) Procedure for disposal of appeal**

- 1) 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.
  - 2) On the date for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:-
    - Hear all the parties to appeal present before him, and
    - Peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - 3) 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 of the parties to appeal free or cost.
- 47** The order passed under sub-rule (3) above shall also be placed on the State Public Procurement Portal.
- 48** Bids received by telegram/e-mail or given on form other than the prescribed form shall not be considered.
- 49** **Breach of code of integrity by the bidder:** - without prejudice to the provision of Chapter IV of the Act, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46.

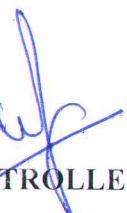
Signature of the bidder with stamp

- 50** Besides these conditions, the conditions of RTPP Rule – 2013 and Act 2012 including conditions of GF & AR shall also be applicable.
- 51** Appealing Authority :-
- (i) First Appealing Authority: - Registrar, Rajasthan University of Veterinary and Animal Sciences, Bikaner.
  - (ii) Second Appealing Authority: - Hon'ble Vice – Chancellor, Rajasthan University of Veterinary and Animal Sciences, Bikaner.
- 52** All legal proceedings, if necessary arise to institute may by any of the parties (University or Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.



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**IMPORTANT INSTRUCTIONS FOR SUBMITTING SUPPORTING DOCUMENTS REQUIRED FOR RATE CONTRACT FOR IMPORTED EQUIPMENTS & INSTRUMENTS / FARM TOOLS & EQUIPMENTS INCLUDING SPARES.**

1. The online bid shall be submitted in two parts i.e. Technical Bid (Part-I) and Financial/Price Bid (Part II).
2. Tender form and check list should be completely filled and authenticated by the authorized signatory.
3. **The Bidder should essentially sign on every page of the Bid document, terms and conditions as a token of his acceptance of all the terms & conditions of the Bid in to, and submit the same online. Non receipt of the so desired Bid document duly signed by the Bidder shall render such proposals in the Bid to be rejected.**
4. The bidder must provide quality certificates i.e. ISI/CE/US FDA/ISO9001/ISO 14001, whichever are applicable as Annexure-I.
5. Rates can be submitted by the Indian authorized distributor / dealer on behalf of foreign principal or foreign principal based in India. In case of rates being submitted by the Indian authorized distributors / dealer, a original certificate from foreign principal shall be required **addressed to the Comptroller, Rajasthan University of Veterinary and Animal Sciences, Bikaner (Rajasthan)** mentioned the details of Indian authorized distributors at Annexure II. In absence of which price list shall not be considered and the offer shall be rejected.
6. Self-Declaration of price list of OEM/Dealer to be approved under rate contract should be provided as Annexure -III. Items mentioned in this price list shall only be considered for approval for rate contract.
7. **Only printed price list** of OEM / authorised distributor / dealer should be enclosed as annexure-IV. The prices of items should be quoted in Indian rupees only. The prices quoted in the price list should not include any of taxes and duties like custom duty, CGST/RGCT/IGST etc. Items costing more than Rs. 10.00 Lac (Rupees Ten lacs only) each item should not be included in the price list.
8. Copy of GST registration certificate may be uploaded as Annexure-V.
9. Brand names of the items requested to be approved as per the price list should be mentioned as Annexure VI. Any brand name other than those mentioned in Annexure VI, shall not be covered under RC.
10. Certificate to this effect that only own manufactured items by the foreign original manufacturer for imported items by the authorized distributors / dealers are to be included in the price list as Annexure VII.
11. The proposals shall not be considered without Tender fee, tender processing fee and Bid security.
12. Least price certificate on Non- Judicial stamp of Rs. 100/-(duly certified by notary) is to be given by the bidder/Manufacturer declaring clearly that they will not charge or quote lesser price than the price list(including discount, if any) submitted to RAJUVAS, Bikaner, to any other purchaser or agency or institute in India and that the price offered are the lowest in the country(Annexure- VIII)
13. A certificate is also required from the OEM /bidder declaring that none of the item included in the price list stands approved under Gem portal as Annexure-IX.
14. Self attested photocopy of PAN card issued by the income tax department should be enclosing as Annexure X.
15. Latest GST Clearance certificate / challan shall be submitted as annexure XI.
16. Turn over certificate, dully verified by the Registered Charted accountant for the last three years with an average turnover of **Rs.15.00 lakh per annum** should be submitted as Annexure XII.

  
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Signature of the bidder with stamp

- 17. Catalogues(s) and specification brochures, if not included in the price list, should be uploaded /attached separately at annexure XIII.
- 18. Any other documents/information, which the proposer/tenderer wish to submit should be uploaded/attached as Annexure XIV.
- 19. Certificate of no legal case is pending in the Honourable Court as Annexure XV.
- 20. Certificate of no complaint pending regarding not providing of service during warranty period & certificate of not blacklisted as Annexure XVI.
- 21. The tenderer should give an undertaking as per Annexure XVII regarding Authorisation certificate by OEM and certify that they will be responsible for Comprehensive Maintenance of the supplied items/Instruments throughout its life span with reasonable charges, after the expiry of one year Guarantee period. However, rate of Comprehensive Maintenance for four years (year wise in % ) are to be mentioned in BOQ (Financial Bid) after the expiry of Guarantee period. Order placing authority is not bound for Comprehensive Maintenance . In no case , supplier will not demand CMC charges at the rates higher than the rates offered to other institution/organizations. They should also give an undertaking that they will arrange for all spare parts of the quoted model during the period of its CMC (if done) of Comprehensive Maintenance charges will include all permanent and consumables to be replaced. Nothing will be paid extra for replaced items/parts.
- 22. Form No. 1 (Memorandum of Appeal)
- 23. Annexure – A (Compliance with code of integrity and no Conflict of interest)
- 24. Annexure – B (Declaration by the bidder regarding qualifications)
- 25. Annexure – C (Grievance Redressal during Procurement process )
- 26. Annexure – D (Additional Conditions of Contract)
- 27. Specific & General Terms & condition & SR FORM-16



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Signature of the bidder with stamp

**SELF- DECLARATION OF LIST OF ITEMS( For OEM) \***

I, \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Designation), for and on behalf of M/S \_\_\_\_\_  
(Name of firm), hereby, declare that the items mentioned in the attached price list as annexure-IV are manufactured by our firm. Items mentioned in this declaration should only be approved for rate contract.

Signatures of Authorized Signatory

Designation & Seal

Place

Date

-----  
Annexure-III

**SELF- DECLARATION OF LIST OF ITEMS(For Authorized Dealer/Distributors) \***

I, \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Designation), for and on behalf of M/S \_\_\_\_\_  
(Name of firm), hereby, declare that the items mentioned in the attached price list as annexure-IV are manufactured by our Principal firm M/S ..... Items mentioned in this declaration should only be approved for rate contract.

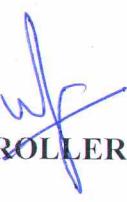
Signatures of Authorized Signatory

Designation & Seal

Place

Date

\* (Strike off which is not applicable)

  
**COMPTROLLER**

Signature of the bidder with stamp

**SELF- DECLARATION OF BRAND NAMES OF ITEMS**

I, \_\_\_\_\_  
(Name ) \_\_\_\_\_ (designation),  
for and on behalf of M/S \_\_\_\_\_

(Name of firm), hereby, declare that the following brands, we wish to be approved for Equipments & Instruments/Farm tools & Equipments including spare parts & accessories as per price list enclosed.  
Maximum Five Brand can be offered.

Name of Brand(s) :- 1.....

2.....

3.....

4.....

5.....

Signatures of Authorized Signatory

Designation & Seal

Place

Date

  
**COMPTROLLER**

Signature of the bidder with stamp

**CERTIFICATE OF OWN MANUFACTURING( By OEM)\***

I, \_\_\_\_\_  
Name \_\_\_\_\_ (designation),  
for and on behalf of M/S \_\_\_\_\_  
(Name of firm), hereby certify that only our own manufactured items are included in the price list enclosed as Annexure IV.

Signatures of Authorized Signatory

Designation

Seal

Place

Date

---

Annexure- VII

**CERTIFICATE OF OWN MANUFACTURING(by authorized dealer)\***

I, \_\_\_\_\_  
Name \_\_\_\_\_ (designation),  
for and on behalf of M/S \_\_\_\_\_  
(Name of firm), hereby certify that only own manufactured items of our foreign principal M/S ..... are included in the price list enclosed as Annexure IV.

Signatures of Authorized Signatory

Designation

Seal

Place

Date

\* (Strike off which is not applicable)

  
**COMPTROLLER**

Signature of the bidder with stamp

**LEAST PRICE CERTIFICATE**

I, \_\_\_\_\_  
Name \_\_\_\_\_ (designation),  
for and on behalf of M/S \_\_\_\_\_

(Name of firm), hereby, certify that the firm mentioned above will not charge or quote lesser price than the price list submitted as annexure IV, including discount submitted as financial bid, to any purchaser or agency or institute in India. The prices offered by us are lowest in the country.

The rates offered are reasonable & justified, and we are not marketing this item at lower rates to other departments as per the condition of the tender. If, it is found so, the excess amount will be returned with due bank interest.

Signatures of Authorized Signatory

Designation

Seal

Place

Date

  
**COMPTROLLER**

Signature of the bidder with stamp

**CERTIFICATE OF NOT APPROVED IN GeM Portal IN FAVOR OF OEM/BIDDER**

I, \_\_\_\_\_

Name \_\_\_\_\_ (designation),

for and on behalf of M/S \_\_\_\_\_

(Name of firm), hereby, certify that none of the items included in the price list, submitted as Annexure-IV stand approved under GeM. Due care has been taken to see that such items approved /enlisted on GeM stands clearly indicated/deleted. If during the validity of this rate contract any item is approved by GeM in favour of OEM/Bidder, the University shall be informed of the same immediately so that such item be deleted from the approved list of RC.

Signatures of Authorized Signatory

Designation

Seal

Place

Date

  
**COMPTROLLER**

Signature of the bidder with stamp

**CERTIFICATE OF NO LEGAL CASES PENDING IN THE HONORABLE COURT**

I, \_\_\_\_\_  
Name \_\_\_\_\_ (designation),  
for and on behalf of M/S \_\_\_\_\_  
(Name of firm), hereby, declare that the no legal case is pending in any of the Honourable courts, with respect to any issue with the Rajasthan University of Veterinary & Animal Sciences, Bikaner.

Signatures of Authorized Signatory

Designation

Seal

Place

Date

  
**COMPTROLLER**

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Signature of the bidder with stamp

**CERTIFICATE OF NO COMPLAINT PENDING REGARDING NOT PROVIDING OF  
SERVICE DURING WARRANTY PERIOD AND CERTIFICATE OF NOT BLACKLISTING**

I, \_\_\_\_\_  
Name \_\_\_\_\_ (designation),  
for and on behalf of M/S \_\_\_\_\_  
(Name of firm), hereby, declare that the no complaint pending regarding not providing the after sales service during warranty period.

Further, I also declare that my firm has not been "Black listed" by any organization in the country. We wish to be approved.

Signatures of Authorized Signatory

Designation

Seal

Place

Date

  
**COMPTROLLER**

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Signature of the bidder with stamp

**AUTHORISATION & CERTIFICATE OF CMC TO BE SUBMITTED BY THE  
ORIGINAL MANUFACTURER**

(Note: This undertaking should be typed and signed by the original manufacturer on his original letter pad.)

To,

The Comptroller,  
RAJUVAS,  
Bikaner

It is to certify that M/S \_\_\_\_\_  
(Name and address) is our Authorized Distributors / Dealer.

The quoted (Make & Model) of equipment/instrument is Guaranteed for one year Guarantee/ warranty including spare parts etc. from the date of installation and our authorized Distributor/Dealer in India shall during the Guarantee period replace all parts and provide consumable parts if any, or rectify any manufacturing defect found during the above period so as to make the machinery operative and in perfect condition.

They are also authorized to carry out comprehensive maintenance contract (CMC) for the period of four years after the expiry of one year guarantee/warranty. They will be responsible to ensure adequate regular supplies of spare parts, consumable and non-consumables needed for the same.

In case of change of authorized Distributor/Dealer, we will inform the purchase officer accordingly. The new Dealer/ Distributors will be responsible for after sales services and comprehensive maintenance contact as above. In case of failure of authorized dealer and distributor, we will be responsible for providing after sales services of the Equipment/Instrument as per terms and conditions of the Rate contract.

We also certify that quoted items are of latest technology and have not been out dated; we do hereby undertake the responsibility of availability of spare parts & consumable for quoted make & model.

The rate of CMC is not quoted higher than the other institutes/ organizations in the country.

Signature or Original Manufacturer with Rubber Stamp

  
**COMPTROLLER**

Signature of the bidder with stamp

**FORM No.1**

[See rule 83]

**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:
  - (a) Name of the appellant:
  - (ii) Official address, if any:
  - (iii) 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:

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-----  
-----

(Supported by an affidavit)

7. Prayer:-----  
-----

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

Appellant's Signature

  
**COMPTROLLER**

Signature of the bidder with stamp

### 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 behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process; or
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any, and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

#### **Conflict of Interest:-**

The Bidder participating in a bidding process must not have a Conflict 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.

- i. A Bidder may be considered to be in 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 or 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 Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid;
  - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

  
**COMPTROLLER**

Signature of the bidder with stamp

### Declaration by the Bidder Regarding Qualifications

#### Declaration by the Bidder under section 7 of Rajasthan Transparency in Public Procurement Act, 2012

In relation to my/our Bid submitted to The Comptroller, RAJUVAS, Bikaner for procurement of ..... in response to their

Notice	Inviting	Bids
No.....	Dated.....I,	
	(Name).....	
	(designation),	for and on behalf of M/S

.....(Name of firm), hereby declare Section 7 of Rajasthan Transparency in Public Procurement Act 2012 that:

- a) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
- b) 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.
- c) 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.
- d) I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
- e) I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.
- f) We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.
- g) We agree that Grievance Redressal process during procurement process will be as per RTPP Act 2012 & Rules 2013.

Signatures of Authorized Signatory  
Designation  
Seal  
Place  
Date

  
**COMPTRROLLER**

Signature of the bidder with stamp

### Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Registrar, RAJUVAS, Bikaner. The designation and address of the Second Appellate Authority is Hon'ble Vice Chancellor, RAJUVAS, Bikaner.

- 1) **Filling as appeal :-** If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground of grounds on which he feels aggrieved:  
 Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings;  
 Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose technical Bid is found to be acceptable
- 2) The officer to whom an appeal is filled under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- 3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority as the case may be.
- 4) **Appeal not to lie in certain cases :-** No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-  
 (a) determination of need of procurement;  
 (b) provisions limiting participation of Bidders in the Bid Process;  
 (c) the decision of whether or not to enter into negotiations;  
 (d) cancellation of a procurement process;  
 (e) applicability of the provisions of confidentiality;
- 5) Form of Appeal  
 (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

  
COMPTROLLER

Signature of the bidder with stamp

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## **Additional Conditions of Contract**

1. **Correction of arithmetical errors :-** Provided that a Financial Bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:
  - i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.
2. **Procuring Entity's Right to Vary Quantities**
  - i. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract. 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. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.
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 to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

  
**COMPTROLLER**

Signature of the bidder with stamp

**CHEK LIST FOR RATE CONTRACT FORM**  
**(Please upload with Technical Bid)**

S.NO	PARTICULAR		Uploaded YES/NO
1.	TENDER FEE Rs. 500/- in favour of "The Comptroller, RAJUVAS, Bikaner".		
2.	TENDER PROCESSING FEE Rs. 1000/- in favour of "MD, RISL, Jaipur".		
3.	Bid Security Rs. 2,00000/- in favour of "The Comptroller, RAJUVAS, Bikaner".		
4.	ANNEXURE - I	Quality certificate	
5.	ANNEXURE - II	Authorized distributorship certificate from the foreign principal for imported items in original, addressed to "The Comptroller, RAJUVAS, Bikaner"	
6.	ANNEXURE - III	Self Declaration certificate for imported item for own manufacturing	
7.	ANNEXURE-IV	Printed Price list of OEM/Dealer	
8.	ANNEXURE-V	GST registration certificate	
9.	ANNEXURE-VI	Self Declaration of list of Brands	
10.	ANNEXURE-VII	Self declaration for own manufacturing by OEM or their dealer on behalf of OEM	
11.	ANNEXURE- VIII	<b>Least (Lowest) Price Certificate on Rs. 100/- Non judicial stamp (duly attested by Notary)</b>	
12.	ANNEXURE- IX	Declaration for Gem portal	
13.	ANNEXURE-X	Self attested photocopy of PAN Card	
14.	ANNEXURE-XI	Latest GST clearance certificate/GST return copies	
15.	ANNEXURE -XII	Turnover certificate duly verified by Registered Chartered Accountant for the last three year with an average turnover of rupees <b>15.00 lakh per annum.</b>	
16.	ANNEXURE-XIII	Catalogue & Specification brochures	
17.	ANNEXURE-XIV	Any other document/certificate	
18.	ANNEXURE-XV	Certificate of no legal case is pending in the Honourable court	
19.	ANNEXURE- XVI	Certificate of no complaint pending regarding not providing of service during warranty period & not Blacklisted	
20.	ANNEXURE-XVII	Authorisation & certificate of CMC to be submitted by the original manufacturer	
21.	Form No. 1	Memorandum of Appeal	
22.	Annexure – A	Compliance with code of integrity and no Conflict of interest	
23.	Annexure – B	Declaration by the bidder regarding qualifications	
24.	Annexure – C	Grievance Redressal during Procurement process	
25.	Annexure – D	Additional Conditions of Contract	
26.	Specific terms and conditions of Rate contract & FORM SR-16		

Certificates / documents appearing at serial no. 1, 2, 3, 5 ,7,11 and 20 must be submitted physically to this office before last date of submission of the bid. All the above documents (Sl. No. 1 to 26) should also be uploaded with the technical bid duly **signed digitally** and stamped.

Signatures of Authorized Signatory  
 Designation  
 Seal  
 Date

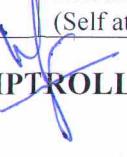
  
**COMPTROLLER**

Signature of the bidder with stamp

● RAJASTHAN UNIVERSITY OF VETERINARY AND ANIMAL SCIENCES, BIKANER

TECHNICAL BID DATA SHEET FOR TWO YEARS RATE CONTRACT OF IMPORTED  
INSTRUMENTS/EQUIPMENTS/FARM TOOLS & EQUIPMENTS INCLUDING SAPRES AND ACCESSORIES

S. No.	Proposals to be submitted	Online e-Procurement/e-tendering system <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
1.	NAME AND FULL ADDRESS OF THE BIDDER	
	Tel.No.	
	Mobile No.	
	Fax No.	
	Email-	
2.	NAME OF BRAND(s) PROPOSED FOR APPROVAL (Maximum five brands can be offered)	1. 2. 3. 4. 5.
3.	TENDER FEE Rs. 500/- in favour of "The Comptroller, RAJUVAS, Bikaner".	DD/BC No.....dated..... (please upload scan copy )
4.	TENDER PROCESSING FEE Rs. 1000/- in favour of "MD, RISL, Jaipur".	DD/BC No.....dated..... (please upload scan copy )
5.	Bid Security Rs. 2,00000/- in favour of "The Comptroller, RAJUVAS, Bikaner".	DD/BC No.....dated..... (please upload scan copy )
6.	ANNEXURE-I for Quality certificate (as per tender document)	Please upload all quality certificate dully signed and stamped by bidder
7.	ANNEXURE-II (Authorized distributorship certificate from the foreign principal for imported items in original, addressed to "The Comptroller, RAJUVAS, Bikaner")	Please upload dully signed and stamped by bidder
8.	ANNEXURE-III (Self Declaration certificate for imported instruments/Equipments/farm tools & equipments including spares and accessories for own manufacturing)	Please upload dully signed and stamped by bidder
9.	ANNEXURE-IV (Printed Price list)	Please provide prevailing printed price list of original manufacturers/dealer' offline before last date of the bid dully signed and stamped on each page to be considered for bidding. Price list can also be uploaded but printed price list must be provided.
10.	ANNEXURE-V (GST Registration certificate)	Please upload dully signed and stamped by bidder
11.	ANNEXURE-VI (Self Declaration of list of Brands)	Please upload dully signed and stamped by bidder
12.	ANNEXURE-VII (Self declaration for own manufacturing by OEM or their dealer on behalf of OEM)	Please upload dully signed and stamped
13.	ANNEXURE-VIII (Least (Lowest) Price Certificate) duly attested by Notary	Please upload dully signed and stamped
14.	ANNEXURE- IX (Declaration for GeM portal)	Please upload dully signed and stamped
15.	ANNEXURE-X (Self attested photocopy of PAN Card)	Please upload dully signed and stamped

  
COMPTROLLER

Signature of the bidder with stamp

16.	ANNEXURE-XI (Latest GST clearance certificate/GST return copies)	Please upload dully signed and stamped
17.	ANNEXURE-XII (Turnover certificate duly verified by Registered Chartered Accountant for the last three year with an average turnover of rupees <b>15.00 lakh per annum.</b> )	Please upload dully signed and stamped
18.	ANNEXURE-XIII (Catalogue & Specification brochures)	Please upload dully signed and stamped
19.	ANNEXURE-XIV (Any other document/certificate)	Please upload dully signed and stamped
20.	ANNEXURE-XV (Certificate of no legal case is pending in the Honourable court)	Please upload dully signed and stamped
21.	ANNEXURE- XVI (Certificate of no complaint pending regarding not providing of service during warranty period & not Blacklisted)	Please upload dully signed and stamped
22.	ANNEXURE-XVII (Authorisation & certificate of CMC To be submitted by the original manufacturer)	Please upload dully signed and stamped
23.	Form No. 1 (Memorandum of Appeal)	Please upload dully signed and stamped
24.	Annexure – A (Compliance with code of integrity and no Conflict of interest)	Please upload dully signed and stamped
25.	Annexure- B (Declaration by the bidder regarding qualifications)	Please upload dully signed and stamped
26.	Annexure – C (Grievance Redressal during Procurement process)	Please upload dully signed and stamped
27.	Annexure – D (Additional Conditions of Contract)	Please upload dully signed and stamped
28.	Specific & General terms & conditions & FORM No. SR-16	Please upload dully signed and stamped

Note: - Following documents must be provided offline to this office before last date of the bid:-

- (a) Original DD/Banker Cheque of Tender fee, Tender Processing Fee and Bid Security.
- (b) Printed price list of original manufacturer/Dealer.
- (c) Original Least Price certificate on Rs. 100/- Non Judicial Stamp as per Annexure-VIII.
- (d) Original Certificate of Distributor in India from foreign principal firm addressed to the Comptroller, Rajasthan University of Veterinary and Animal Sciences, Bikaner (Rajasthan) as per Annexure-II, in original .
- (e) A certificate of authorisation & CMC of the original manufacturer as per annexure-XVII,in original.  
All above certificates/DD (a to e) should also be uploaded with technical bid.

It is certified that I/we have carefully read and understood all the General and specific terms and conditions of this RC and agree to abide by all of them. All the information and commitments provided with this RC document are truthful and binding on the firm.

Signatures of Authorized Signatory  
Designation & seal  
Date

  
**COMPTROLLER**

Signature of the bidder with stamp

**RAJASTHAN UNIVERSITY OF VETERINARY AND ANIMAL SCIENCES,  
(RAJUVAS), BIKANER**

**FINANCIAL BID (BOQ) for IMPORTED EQUIPMENTS & INSTRUMENTS/FARMS TOOLS  
& EQUIPMENTS INCLUDING SPARES & ACCESSORIES**

Tender Inviting Authority: **Rajasthan University of Veterinary & Animal Sciences, Bikaner**

Bidder's Name \_\_\_\_\_

(This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected for this RC. Bidder are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Rate of Discount in % on price list (Submitted with technical bid as Annexure IV) (Rates of discount should be as per Brand/make Sl. No. as offered in technical Bid)	CMC Charges for IMPORTED EQUIPMENTS & INSTRUMENTS / FARM TOOLS & EQUIPMENTS (in % on price list after discount as annexure IV) per year (after guarantee period)			
			I Yr	II Yr	III Yr	IV Yr
1.	Imported equipments & instruments/farm tools & equipments including spares and accessories					
2.	Imported equipments & instruments/farm tools & equipments including spares and accessories					
3.	Imported equipments & instruments/farm tools & equipments including spares and accessories					
4.	Imported equipments & instruments/farm tools & equipments including spares and accessories					
5.	Imported equipments & instruments/farm tools & equipments including spares and accessories					

Signatures of Authorized Signatory

Designation

Seal

Place

Date

  
**COMPTROLLER**

P - 41/41

Signature of the bidder with stamp

**DECLARATION BY TENDERERS**

[See Rule 48 (vii)]

I/We declare that I am/we are bonafide/Manufacturers/Whole Sellers/Sole distributor/  
Authorised dealer/dealers/sole selling/Marketing agent in the goods/stores/equipments for which  
I/We have tendered.

If this declaration is found to be incorrect then without prejudice to any other action that  
may be taken, my/our security may be forfeited in full and the tender if any to the extent  
accepted may be cancelled.

**Signature of the tenderer**