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No.F.( ) PVK/RAJUVAS/Pur/2026-27/582 Dated: 30/09/2026

खुली प्रतियोगी बोली आंमत्रण सूचना सं. 01/2026–27

पशु विज्ञान केन्द्रों में आयोजित होने वाले प्रशिक्षण कार्यक्रमों में अल्पाहार/लंच/डीनर की आपूर्ती हेतु **खुली प्रतियोगी बोली आंमत्रण सूचना सं0 1/2026–27** हेतु मोहरबंद दो कवर बिड (तकनीकी व वित्तीय बिड) मूल निर्माताओं एवं प्राधिकृत व्यवहारियों से निर्धारित अवधि तक आंमत्रित की जाती है।

क्र.सं.	आईटम्स का विवरण	बोली प्रतिभूति राशि	बोली/निविदा शुल्क
01.	अल्पाहार/लंच/डीनर	रू. 8000/–	रू 400/–

स्टेट पोंटल की वेबसाईट **http//sppp.raj.nic.in** एवं विभाग की वेबसाईट- **www.rajuvas.ac.in** के माध्यम से बोली प्रपत्र व शर्ते डाउनलोड करने की प्रारम्भ/अन्तिम तिथि व समय	दिनांक 30.09.2026 से 09.10.2026 सुबह 11.00 बजे तक
निविदा (तकनीकि व वित्तीय बिड) बोली प्रतिभूति राशि, बोली/निविदा शुल्क एवं निविदा में चाहे गये कागजात प्रस्तुत करने की अन्तिम दिनांक व समय (प्रमुख अन्वेषक, पशु विज्ञान केन्द्र, राजस्थान पशुचिकित्सा और पशु विज्ञान विश्वविद्यालय, बीकानेर के कार्यालय में जमा करवानी होगी।)	दिनांक 09.10.2026 को सुबह 11.30 बजे तक
तकनीकी बोली खुलने की दिनांक व समय	09.10.2026 को दोपहर 3.30 बजे

इच्छुक बोलीदाता द्वारा उक्त विवरणानुसार डाउनलोड कर निविदा प्रस्तुत कर सकते है। दिनांक 09.10.2026 को सुबह 11.30 बजे तक निविदा (तकनीकि व वित्तीय बिड) बोली प्रतिभूति राशि, बोली/निविदा शुल्क का डी.डी./बैकर चैक/ नगद की रसीद इत्यादि जो कि **"Principal Investigator, Pashu Vigyan Kendra, RAJUVAS, Bikaner"** के नाम प्रमुख अन्वेषक, पशु विज्ञान केन्द्र, राजुवास, बीकानेर कार्यालय को प्राप्त होनी चाहिये। निविदा आंमत्रण सूचना अन्य विवरण स्टेट प्रोर्टल की वेबसाईट **http//sppp.raj.nic.in** एवं विभाग की वेबसाईट **www.rajuvas.ac.in** पर उपलब्ध है।

अधोहस्ताक्षरकर्ता को बोली प्रकिया को या उसके किसी भाग को निरस्त/रद्द करने का अधिकार होगा। तकनिकी बोली खोलने की तिथि को अवकाश हो जाने की स्थिति में अगले कार्य दिवस को खोली जावेगी। निविदादाता जो तकनिकी बिड (प्रि–क्वालीफिकेशन) में सफल माने जावेगे, उन्ही की वित्तीय बिड खोली जावेगी। तकनिकी बिड (प्रि–क्वालीफिकेशन) योग्य नहीं पाये जाने वाले निविदादाता की वित्तीय बिड नहीं खोली जावेगी। बोली से संबंध में सम्पूर्ण अधिकार अधोहस्ताक्षरकर्ता के अन्तर्गत सुरक्षित रहेगा।

30/9/2026

प्रमुख अन्वेषक
पशु विज्ञान केन्द्र, राजुवास बीकानेर

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तकनीकी बिड

खुली प्रतियोगी बोली (दर संविदा) आंमत्रण सूचना सं0 1/2026–27

पशु विज्ञान केन्द्रों में आयोजित होने वाले प्रशिक्षण कार्यक्रमों में अल्पाहार/लंच/डीनर की आपूर्ती हेतु **खुली प्रतियोगी बोली आंमत्रण सूचना सं0 1/2026–27 की** तकनीकी बिड

विवरण:

क0 सं0	निविदा भरने का प्रकार	ऑफ लाईन
1.	निविदा प्रस्तुत करने वाली फर्म /संस्था का नाम, पता, दूरभाष/मोबाईल न. व ई–मेल पता	
2.	निविदा शुल्क रू0 400/– रूपये	डी.डी./बैंकर चैक न..... दिनांक.....
3.	अनुमानित लागत	रू0 4.00 लाख
4.	बोली प्रतिभूति राशि रू0 8000/–	डी.डी./बैंकर चैक न..... दिनांक.....
5	स्टेट पोर्टल व विभागीय वेबसाईट के माध्यम से बोली प्रपत्र व शर्तें डाउनलोड करने की दिनांक व समय	30.09.2026 से 09.10.2026 को सुबह 11.00 बजे तक
6.	निविदा (तकनीकी एवं वित्तीय) प्रस्तुत करने की अन्तिम दिनांक व समय	09.10.2026 को सुबह 11.30 बजे तक
7.	तकनीकी निविदा खोलने की दिनांक/समय	09.10.2026 को दोपहर 3.30 बजे
8.	निविदा डाउनलोड करने की साईट	www.sppp.nic.in, www.rajuvas.ac.in
9.	आयकर पैन न. की छाया प्रति	आयकर पैन न. की छाया प्रति तकनीकी निविदा के साथ प्रस्तुत करे ।

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10.	फर्म का जी.एस.टी. में पंजीकृत होने का रजिस्ट्रेशन प्रमाण पत्र की छाया प्रति		जी.एस.टी. में पंजीकृत होने का प्रमाण पत्र की छाया प्रति प्रस्तुत करे ।
11	फर्म का जीएसटी चालान/जीएसटी रिर्टन की छाया प्रति		जीएसटी चालान/ जीएसटी रिर्टन की छाया प्रति प्रस्तुत करे ।
12.	फर्म का FSSAI (Food safety and standard authority of india) में पंजीकरण का वैध प्रमाण पत्र की छाया प्रति		FSSAI (Food safety and standard authority of india) में पंजीकरण का वैध प्रमाण पत्र की छाया प्रति तकनीकि निविदा के साथ प्रस्तुत करें।
13.	फर्म पूर्व में कभी ब्लैक लिस्टेड घोषित नहीं की गई है एवं फर्म के विरूद्ध पूर्व में कभी पुलिस कार्यवाही नहीं की गई है, न ही माननीय न्यायालय द्वारा कभी दंडित किया गया है और न ही किसी प्रकार की कोई विजिलेंस जाँच लंबित है इस बाबत सौ रूपये कि स्टाम्प पर शपथ–पत्र नोटरी करवा के प्रस्तुत करें।		इस बाबत सौ रूपये कि स्टाम्प पर शपथ–पत्र प्रस्तुत करे।
14.	निविदा की शर्ते व सामान्य निविदा शर्ते जिन पर निविदादाता के प्रत्येक पृष्ठ पर हस्ताक्षर हो, Annexure A,B,C,D , SR-11 and Bid Securing Declaration Form		प्रत्येक पृष्ठ पर हस्ताक्षर कर प्रस्तुत करे ।
15.	निविदा की वैधता अवधि		1 वर्ष तक
16.	S.No.	Items	Approxi. Quantity Required
	I.	चाय 150 एम.एल. (चाय की पत्ती स्टेण्डर्ड कम्पनी की होनी चाहिए)	
	II.	समोसा/कचौड़ी 70 ग्राम (उच्च श्रेणी के खाद्य तेल से निर्मित)	
	III.	पोहा प्लेट150 ग्राम (उच्च श्रेणी के खाद्य तेल से निर्मित)	
	IV.	मध्यान/रात्री भोजन एक मिक्स वेज, दाल, चावल, बुन्दी रायता, चपाती–6 नग, सलाद एवं 1 मिठाई पीस (उच्च श्रेणी के खाद्य सामग्री एवं तेल से निर्मित)	

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नोटः–

1. निविदा शुल्क व बोली प्रतिभूति राशि की डी0डी0/ बैकर चैक अधिष्ठाता, प्रमुख अन्वेषक, पशु विज्ञान केन्द्र, राजुवास, बीकानेर के नाम से देय होनी चाहिये।
2. क्रम संख्या 2,4,9,10,11,12,13,व 14 तक की पात्रता पूरी करने वाले योग्य निविदादाता ही तकनीकी बिड (प्रि–क्वालीफिकेशन) में सफल माने जावेगी उन्ही की वित्तिय बिड खोली जावेगी। तकनीकी बिड (प्रि–क्वालीफिकेशन) योग्य नही पाये जाने वाले निविदादाता की वित्तीय बिड नही खोली जावेगी। निविदादाता द्वारा उक्त निविदा तय प्रपत्र निर्धारित अवधि में ही भरनी होगी, जिसके अभाव में निविदा स्वतः ही निरस्त मानी जायेगी। वित्तिय बिड खोलने की तिथि अलग से सूचित कर दी जावेगी ।

30/9/26
प्रमुख अन्वेषक

मै/हम पशु विज्ञान केन्द्र, राजुवास, बीकानेर द्वारा जारी की गई निविदा सूचना स. 1/2026–27 में वर्णित तथा सलंग्न निविदा शर्तो की पालना करने हेतु सहमत है ।

निविदादाता के हस्ताक्षर मय मोहर

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वित्तीय बिड

खुली प्रतियोगी बोली (दर संविदा) आंमत्रण सूचना सं0 1/2026–27

पशु विज्ञान केन्द्रों में आयोजित होने वाले प्रशिक्षण कार्यक्रमों में अल्पाहार/लंच/डीनर की आपूर्ती हेतु खुली प्रतियोगी बोली आंमत्रण सूचना सं0 1/2026–27 की वित्तीय बिड

विवरण:

क0 सं0	निविदा भरने का प्रकार		ऑफ लाईन	
1	निविदा प्रस्तुत करने वाली फर्म /संस्था का नाम, पता, दूरभाष/मोबाईल न. व ई–मेल पता			
2	निविदा जिसे प्रस्तुत की जानी है		प्रमुख अन्वेषक, पशु विज्ञान केन्द्र, राजुवास, बीकानेर	
3	S.No	Items with Specifications	Rates Offered (In Rupees) (Without GST)	GST mention in percentage
	I.	चाय 150 एम.एल. (चाय की पत्ती स्टेण्डर्ड कम्पनी की होनी चाहिए)	Rs. Per Nos.	
	2	समोसा/कचौड़ी 70 ग्राम (उच्च श्रेणी के खाद्य तेल से निर्मित)	Rs. Per Nos.	
	3	पोहा प्लेट150 ग्राम (उच्च श्रेणी के खाद्य तेल से निर्मित)	Rs. Per Nos.	
	4	मध्यान/रात्री भोजन एक मिक्स वेज, दाल, चावल, बुन्दी रायता, चपाती–6 नग, सलाद एवं 1 मिठाई पीस (उच्च श्रेणी के खाद्य सामग्री एवं तेल से निर्मित)	Rs. Per Nos.	

मै/ हम पशु विज्ञान केन्द्र, राजुवास, बीकानेर द्वारा जारी की गई खुली प्रतियोगी बोली सूचना स.1/2026–27 में वर्णित तथा सलंग्न निविदा शर्तो की पालना करने हेतु सहमत है ।

निविदादाता के हस्ताक्षर

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खुली प्रतियोगी बोली आंमत्रण सूचना सं. 1 /2026–2027 की शर्ते

1. निविदा दो कवर यानि दो अलग अलग लिफाफें "अ" तकनीकि बिड व "ब" वित्तिय बिड में दिनांक **09.10.2026** को **सुबह 11.30** बजे तक अधोहस्ताक्षरकर्ता कार्यालय में प्रस्तुत करनी होगी ।
2. आईटमस की दर वित्तीय बिड में प्रस्तुत करनी होगी। जीएसटी को छोड कर दरें पैकिंग,परिवहन खर्च, इत्यादि सम्मलित कर देनी होगी। अतः इस हेतु कोई अतिरिक्त भुगतान फर्म को नहीं किया जावेगा । वित्तीय बिड में दरें without GST दरें प्रस्तुत करनी होगी, GST अलग से प्रतिशत में अंकित करे ।
3. फर्म के बिल में से नियमानुसार जीएसटी एंव आयकर की कटौती की जावेगी ।
4. निविदा (तकनिकी व वित्तिय) प्रस्तुत करने की अन्तिम दिनांक **09.10.2026** को **सुबह 11.30** बजे तक होगी ।
5. निविदा की तकनिकी बिड **09.10.2026** को **दोपहर 03.30** बजे गठित कमेटी द्वारा खोली जायेगी ।
6. तकनिकी बिड (प्रि–क्वालीफिकेशन) में सफल होने वाले निविदादाताओ की ही वित्तिय बिड कमेटी द्वारा खोली जावेगी।
7. बिना निविदा शुल्क व बोली प्रतिभूती इत्यादि के निविदा पर कोई विचार नही किया जायेगा ।
8. **L–1 निर्धारणः** L–1 बोलीदाता का निर्धारण निविदा में सम्मिलित समस्त मदों पर बोलीदाता द्वारा उद्धृत दरों के आधार पर प्राप्त समेकित कुल मूल्य (Grand Total) के अनुसार किया जाएगा। L–1 का निर्धारण किसी एक मद में न्यूनतम दर के आधार पर नहीं किया जाएगा। बोलीदाता द्वारा समस्त मदों हेतु दरें उद्धृत करना अनिवार्य होगा। समस्त मदों हेतु पात्र एवं न्यूनतम समेकित कुल मूल्य प्रस्तुत करने वाले बोलीदाता को L–1 माना जाएगा तथा कार्यादेश समस्त मदों के लिए एक ही सफल L–1 बोलीदाता को जारी किया जाएगा।
9. निविदा का निविदा शुल्क, बोली प्रतिभूति रेखांकित बैकर चैक या डीडी द्वारा भुगतान करना होगा, जो कि **"प्रमुख अन्वेषक, पशु विज्ञान केन्द्र, राजुवास, बीकानेर** के नाम पर देय होनी चाहिए अथवा निविदा शुल्क, बोली प्रतिभूति नगद केशियर का जमा करवाकर जमा रसीद की छाया प्रति प्रस्तुत करे।
10. आईटमस की बोली प्रतिभूति राशि व अनुमानित राशि निम्न प्रकार से हैः–
    (i) बोली प्रतिभूति राशि निविदा की अनुमानित लागत की दो प्रतिशत के हिसाब से राशि **रू0 8000/–** होगी । राजस्थान के लघु उद्योगों की दशा में यह प्रदाय के लिए मात्रा (निविदा की अनुमानित लागत) का 0.5 प्रतिशत होगी और लघू उद्योगों से भिन्न रूग्ण उद्योगों की दशा में जिनके मामले औधोगिकी एंव पुननिमार्ण बोर्ड के समक्ष लम्बित है, यह बोली के मूल्य का 1.0 प्रतिशत होगी । इसके लिए आरटीपीपी नियम 2013 में वर्णित प्रावधानों के अनुसार कागजात प्रस्तुत करने होगे ।
    (ii) अनुमानित लागत– **रू0. 4.00 लाख**।
11. निविदादाता को सप्लाई आदेश जारी किया जायेगा तथा आदेशानुसार उक्त भोजन एवं अल्पाहार की व्यवस्था **पशु विज्ञान केन्द्र, लूनकरणसर, बीकानेर** में तय समय पर आपूर्ति देनी होगी।
12. जिस निविदादाता को भोजन एवं अल्पाहार हेतु आदेश जायेगा उसे नियमानुसार performance security जमा करानी होगी । निविदा के साथ जमा कराई गई बोली प्रतिभूति को performance security में समायोजित कर ली जावेगी, जो कि सप्लाई आदेश के अनुसार आपूर्ति करने व उक्त निविदा की अवधि समाप्त होने पर एवं सन्तोषजनक रिपोर्ट प्राप्त होने पर लौटा दी जावेगी ।

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13. यदि निविदादाता आदेश के अनुसार उक्त भोजन एवं अल्पाहार की सप्लाई नही कर सका तो उक्त व्यवस्था अन्य व्यापारी/फर्म से खरीद लिया जायेगा। भोजन एवं अल्पाहार व्यवस्था अन्य व्यापारी/फर्म से करने पर यदि विश्वविद्यालय को अधिक भुगतान करना पड़ा तो अधिक भुगतान की गई राशि फर्म के बिल में से अथवा **performance security** के रूप में जमा राशि में से वसूल कर ली जावेगी ।
14. बोली प्रतिभूति एवंम **performance security** निम्न अवस्थाओं में जब्त कर ली जावेगी :–
    अ. यदि निविदादाता द्वारा उक्त भोजन एवं अल्पाहार व्यवस्था निर्धारित समय में सप्लाई नहीं किया जाता है।
    ब. यदि निविदादाता के विषय में अन्य कोई शिकायत रही या आदेश का उल्लघंन किया गया ।
    स. निर्धारित अवधि में अनुबंध नही करता है ।
15. निविदा स्वीकृत आदेश तथा सप्लाई अवधि आदि में परिवर्तन का अन्तिम व पूर्ण अधिकार प्रमुख अन्वेषक, पशु विज्ञान केन्द्र, राजुवास, बीकानेर को होगा । यह निविदादाता को मान्य होगा।
16. भोजन एवं अल्पाहार व्यवस्था में गुणवत्ता का मिलान करने गुणवत्ता निम्न पायी गई तो आपूर्ति को अस्वीकार कर दिया जायेगा इस प्रकार अस्वीकार सामग्री को तुरन्त केन्द्र से हटानी होगी।
17. सप्लाई अवधि/तादात कम या अधिक करने का अधिकार प्रमुख अन्वेषक, पशु विज्ञान केन्द्र, राजुवास, बीकानेर को होगा ।
18. जिस निविदादाता की दरें मंजूर होगी उस फर्म को नियमानुसार नॉन ज्यूडिसियल स्टाम्प पर स्वीकृति पत्र प्राप्ति के 07 दिन के अन्दर अनुबंध करना होगा व साथ ही नियमानुसार **performance security** जमा करानी होगी अन्यथा बोली प्रतिभूति राशि जब्त करने की कार्यवाही की जायेगी ।
19. निविदा पर आपूर्ति किये जाने वाले भोजन एवं अल्पाहार की दर अनुकुल नही होने पर निगोशियसन द्वारा निश्चय किया जा सकता है । उस पर किसी फर्म को कोई एतराज नहीं होगा ।
20. उपरोक्त निविदा की दरें एक वर्ष तक मान्य होगी तथा आवश्यकतानुसार निविदादाता की सहमति से बढाई जा सकेगी ।
21. सप्लाई पशु विज्ञान केन्द्र, लूनकरणसर, बीकानेर होगा ।
22. फर्म का जीएसटी में पंजीकरण होने का प्रमाण पत्र,जीएसटी चालान/जीएसटी रिर्टन की छाया प्रति एवं आयकर पैन न. की छाया प्रति एवं तकनिकी बिड के साथ प्रस्तुत करनी होगी।
23. प्रमुख अन्वेषक, न्यूनतम दर वाली निविदा को स्वीकार करने के बाध्य नही है।
24. किसी तरह के वाद–विवाद का न्यायायिक क्षेत्र बीकानेर होगा।
25. सप्लाई विलंब से करने पर नियमानुसार परिनिर्धारित हानि की वसूली की जायेगी ।
26. निविदादाता द्वारा निविदा प्रपत्र विभाग की बेवसाईट **www.rajuvas.org** एवं स्टेट पोर्टल की वेबसाईट **www.sppp.raj.nic.in** से दिनांक **30.09.2026 से 09.10.2026** को **सुबह 11.00** बजे तक डाउनलोड कर सकते है तथा निविदा दिनांक 27.08.2026 को सुबह 11.30 बजे तक प्रस्तुत कर सकते है। निविदा शुल्क की राशि का डिमाण्ड ड्राफ्ट/नगद, बोली प्रतिभूती व फर्म पूर्व में कभी ब्लैक लिस्टेड घोषित नही की गई है एंव फर्म के विरूद्ध पूर्व में कभी पुलिस कार्यवाही नही की गई है, न ही माननीय न्यायालय द्वारा कभी दंडित किया गया है और न ही किसी प्रकार की कोई विजिलेंस जॉच लंबित है इस बाबत सौ रूपये कि स्टाम्प पर शपथ–पत्र नोटरी करवाकर, सेम्पल, निविदा की सामान्य निविदा शर्ते व Annexure a to d, SR 11 एंव चाहे गये कागजात तकनीकी निविदा के साथ दिनांक **09.10.2026** को **सुबह 11.30** बजे तक अधोहस्ताक्षर कार्यालय में जमा करानी होगी ।
27. बोली प्रतिभूति/ **performance security** पर कोई ब्याज देय नहीं होगा ।

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28. उपरोक्त शर्तों के अलावा राजस्थान पशु चिकित्सा एवं पशु विज्ञान विश्वविधालय, बीकानेर की सामान्य निविदा शर्ते व आरटीपीपी एक्ट 2012 व नियम 2013 भी लागू होंगे ।
29. तकनिकी निविदा के साथ इस कार्यालय द्वारा जारी निविदा शर्तो के प्रत्येक पृष्ठ पर निविदादाता द्वारा हस्ताक्षर कर अन्तिम तिथि **09.10.2026** को **सुबह 11.30** बजे तक प्रस्तुत करनी होगी ।
30. निविदा के संबंध में किसी भी प्रकार की जानकारी/स्पष्टीकरण कार्यालय समय पर अधेहस्ताक्षरकर्ता कार्यालय से प्राप्त की जा सकती हैं।
31. अपिल अधिकारी–
    1. प्रथम अपिल अधिकारी– कुल सचिव, राजुवास, बीकानेर ।
    2. द्वितिय अपिल अधिकारी– माननीय कुलगुरू, राजुवास, बीकानेर

30/9/26

प्रमुख अन्वेषक

नोट– मैने/हमने निविदा की सभी शर्ते पढली है और समझली है और मै/हम इस शर्तो पर पूर्ण रूप से सहमत है ।

निविदादाता के हस्ताक्षर मय मोहर

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 and uploaded on SPPP, according to the directions given in the Bid notice.

2 The Bidder shall be furnishing 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 Clearance Certificate/GST Challan/GST Return 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 initialled with dates. The rates should mentions 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 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 there, of other agency.

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 not given to the Bidder.

ii. Unless otherwise agreed between the party's 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 changes will be borne by the Bidder.

iii. In case of disputed items, 10 to 25% of the amount shall be with - held 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%

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.

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 behaviour 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.

ii. Notwithstanding anything contained in sub-section (1), whereas 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 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.

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.

30 **Bid Security -:**

(1). In case of open competitive bidding, two - stage bidding, rate contract, electronic reverse auction, 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.

(2). 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.

(3). Bid security instrument of a bid securing declaration shall necessarily accompany the sealed bid.

(4). 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.

(5). 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.**

(6). The bidding documents may stipulate that the issuer of the security and the confirmer, 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.

(7). 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 confirmer, if required. The procuring entity shall respond promptly to such a request.

(8). 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 confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

(9). The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

(10). The bid security taken from a bidder shall be forfeited in the followings 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 these rules.

(11). In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

(12). The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -

a) The expiry of validity of bid security.
b) The execution of agreement for procurement and performance security is furnished by the successful bidder.
c) The cancellation of the procurement process, or
d) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

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

32 **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.

33 **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 initialled 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.

34 **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 scaled 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.

35 **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.

36 **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.**

37 **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 loken 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 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.

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 initialled 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 quality 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.

38 **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).

39 **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. It there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to on 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 executed.

40 (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.

41 **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.

42 **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.**

43 **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.

44 **Performance Security :-**

i. 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.

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.

45 (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 behaviour 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.

(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 a s 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.

46 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.

47 Bids received by telegram/e-mail or given on form other than the prescribed form shall not be considered.

48 **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.

49 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.

50 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 Bikaner Rajasthan and not elsewhere.

Annexure A: 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;
(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 of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or

g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the Contract.

Date:
Place:

Signature of bidder
Name :
Designation:
Address:

Annexure B : Declaration by the Bidder regarding Qualifications
Declaration by the Bidder

In relation to my/our Bid submitted to ..... for procurement of ..... in response to their Notice Inviting Bids No..... Dated..... I/we .....hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements 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;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:
Place:

Signature of bidder
Name :
Designation:
Address:

Annexure C : Grievance Redressal during Procurement Process

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

(1) **Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the 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 or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:
Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or 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.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) **Fee for filing appeal**

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of The Comptroller, RAJUVAS, Bikaner .

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

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(i) hear all the parties to appeal present before him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Date:
Place:

Signature of bidder
Name :
Designation:
Address:

Annexure D : 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.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within

one month from the date of expiry of last supply. If the 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. How- ever, 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:
Place:

Signature of bidder
Name :
Designation:
Address:

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:

(i) 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: .....

(Supported by an affidavit)

7. Prayer: .....

Place .....

Date .....

Appellant's Signature

SR FORM-11 DECLARATION BY TENDERERS **Annexure**
[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 tendered

(On NJS Rs. 100/-)

शपथ पत्र

मै/हम.....निवासी.....

.....फर्म मैसर्स .....

..... के प्रोपराईटर/पार्टनर है, जो कि शपथ पूर्वक घोषणा करता हूँ कि:–

1. यह है कि मै/हम उक्त पत्ते के मूल निवासी है ।
2. मेरी/हमारी फर्म /संस्था किसी भी विभाग राजकीय/सार्वजनिक विभाग/उपक्रम से काली सूची में नहीं है ।
3. मेरी/हमारी फर्म के विरूद्व कोई राजकीय बकाया नहीं है तथा मेरी फर्म/संस्था निविदा की शर्तो का पूर्णतया पालन करेगी ।
4. मेरी फर्म के विरूद्ध पूर्व में कभी पुलिस कार्यवाही नहीं की गई है, न ही माननीय न्यायलय द्वारा कभी दंडित किया गया है और न ही किसी प्रकार की कोई विजिलेंस जाँच लंबित है।
5. मेरी /हमारी फर्म द्वारा नियमों व शर्तो के उल्लघंन करने पर मेरी/हमारी फर्म पेनल्टी की भागी होगी ।

दिनांक:–

निविदादाता के हस्ताक्षर मय सील

From of Bid-Securing Declaration

Date
Bid No
Alternative No.
To

We the undersigned declare that:

We understand that, according to your conditions, bids must be supported by a Bid- Securing Declaration.

We Accept that we are required to pay the bid security amount specified in the Term and Condition of Bid,in the following cases, namely:

a) when we withdraw or modify our bid after opening of bids;
b) when we do not execute the agreements, if any, after placement of supply/work order within the specified period;
c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
d) when we do not deposit the performance security within specified period after the supply/work Order is placed; and
e) if we breach and provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if

I. we are not the successful bidder;
II. the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
III. thirty days after the expiration of our Bid;
IV. the cancellation of the procurement process; or
V. the withdrawal of bid prior to the deadline for presenting bids unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :----------
Name ----------
In the capacity of ----------
Duly authorized to sign the bid for and on behalf of

