



**Revolving Fund Project for Cattle Feed and Mineral  
Mixture Plant (CFMMP)  
Rajasthan University of Veterinary and Animal Sciences,  
Bikaner 334001**



**Dr. Dinesh Jain**  
Principal Investigator

**Mobile:-8003300472**  
**Mail Id:lfrmtc.rajuvas@gmail.com**

RAJUVAS/RF/CFMMP/2022-23/235

Dated:-05.11.2022

**ई-निविदा सूचना (E-NIB No. 01/2022)**

राजस्थान पशु चिकित्सा और पशुविज्ञान विश्वविद्यालय, बीकानेर में Cattle feed निर्माण के लिए raw materials की आपूर्ति हेतु सुदृढ़ फर्मों से दोहरी बिड पद्धति (तकनीकी व वित्तीय बीड) हेतु ई-निविदाएं आमंत्रित की जाती है। निविदा प्रपत्र, निविदा की शर्तें एवं अन्य विवरण विभाग की वेबसाइट [www.rajuvas.org](http://www.rajuvas.org), [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) एवं [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) तथा DIPR की वेबसाइट पर देखी/प्राप्त की जा सकती है। निर्धारित निविदा शुल्क जमा कराना अनिवार्य है। निविदा शुल्क Principal Investigator, CFMMP, RAJUVAS, Bikaner के नाम से डी.डी. जो बीकानेर में देय हो, के रूप में स्वीकार की जायेगी। निविदा प्रपत्र दिनांक 07.11.2022 को प्रातः 11 AM बजे से सम्बन्धित वेबसाइट से डाउनलोड किया जा सकता है। निविदायें दिनांक 28.11.2022 को शाम 05 PM बजे तक प्राप्त की जायेगी तथा दिनांक 29.11.2022 को दोपहर 12 बजे खोली जायेगी। मुख्य अन्वेषक के पास एक या समस्त निविदाओं को बिना कारण बताये निरस्त करने का पूर्ण अधिकार होगा।

S.N.	Description	Estimated Amount	UBN No.	Tender Form Fee (Non-Refundable)	Tender Processing Fee (Non-Refundable)	Bid Security (EMD)
1	Raw materials for Cattle feed	40 lacs	VAU2223GLOB00099	Rs.1,000/-	Rs. 1,000/-	0.80 Lakh

**(Dinesh Jain)**  
Principal Investigator

**Revolving Fund Project for Cattle Feed and Mineral Mixture Plant (CFMMP)  
Livestock Feed Resource Management & Technology Centre  
Rajasthan University of Veterinary and Animal Sciences, Bikaner  
Sardul Sadan, Near Pt. DeenDayal Upadhyay Circle, Bikaner 334001 (Rajasthan) India  
E-NIB No.-01/2022**

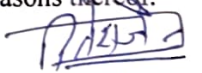
**Cattle Feed and Mineral Mixture Plant (CFMMP) address: Livestock Feed Resource Management and Technology Centre, Rajasthan University of Veterinary and Animal Sciences, Sardul Sadan, Near DeenDayal Upadhyaya Circle, Bikaner invites e-tenders from interested sound firm / company for following as per details.**

**The details of bidding schedule are as follows:**

S.N.	Description	Estimated Amount	Tender Form Fee (Non-Refundable)	Tender Processing Fee (Non-Refundable)	Bid Security (EMD)
1	Raw materials for Cattle feed	40 lacs	Rs.1,000/-	Rs. 1,000/-	0.80lakh

S.N.	Particulars	Online Date and time
1.	Date & time of Uploading tender form by PI, CFMMP, RAJUVAS, Bikaner	07.11.2022 at 11:00 AM
2.	Date & time of start of Uploading tender by bidder	07.11.2022 at 11:00 AM
3.	Pre-Bid meeting	14.11.2022 at 12:00 Noon
4.	Last Date & time of Uploading tender by bidder	28.11.2022 Upto 5:00 PM
5.	Last date & time submission of: -	
I	EMD as specified in tender document in the name of PI, CFMMP, RAJUVAS, Bikaner	Upto 5:00 PM of 28/11/2022
II	Tender form fee Rs. 1,000/- for tender by DD (CTS Only)/ Banker cheque in the name of PI, CFMMP, RAJUVAS, Bikaner	
III	E-tender processing fee Rs. 1,000/- for tender by DD (CTS Only)/ Banker cheque in the name of MD, RISL., Jaipur	
6.	Date & time of opening of technical-bid	29.11.2022 at 12:00 Noon

The detailed information are available in tender document published on website [www.rajuvas.org](http://www.rajuvas.org) & [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and can be downloaded for information purpose only. Any subsequent changes, if any, shall be hosted on the website [www.rajuvas.org](http://www.rajuvas.org) & [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in). Whereas, online tender form submission is to be filled at [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) only. PI, CFMMP, RAJUVAS, Bikaner reserves the right to accept / reject the whole or part of any or all tender received without assigning any reasons thereof.

  
**Principal Investigator  
PI, CFMMP, RAJUVAS, Bikaner**

# **e-BID DOCUMENT FOR SUPPLY OF RAW MATERIALS FOR CATTLE FEED**

**Revolving Fund Project for Cattle Feed and Mineral Mixture Plant  
(CFMMP)**

**Livestock Feed Resource Management & Technology Centre  
Rajasthan University of Veterinary and Animal Sciences, Bikaner**

**Sardul Sadan, Near Pt. Deen Dayal Upadhyay Circle, Bikaner  
334001 (Rajasthan) India Phone No. 0151-2540022/2549348**

**E-mail: lfrmtc.rajivas@gmail.com**

**Website of RAJUVAS: www.rajivas.org**







# RATE CONTRACT FOR RAW MATERIALS FOR CATTLE FEED

## INDEX

Sr. No.	PARTICULARS		PAGE NO.
1.	NIT		1 & 2
2.	Cover page of e-tender		3
3.	INDEX		4
4.	INSTRUCTIONS FOR SUBMISSION OF E-TENDER FORM & DOCUMENTS		5
5.	DISCLAIMER		6
6.	SPECIAL NOTE		7
7.	CRITICAL DATES & TIME		8
8.	Section I	Instruction to Bidders/ Bidder and Bid Data (ITB)	9-17
9.	Appendix A	Grievance Handling Procedure during Procurement Process (Appeals)	18-19
10.	Section II	Evaluation and Qualification Criteria	20-21
11.	Check List	A check list of documents required to be submitted	22
12.	Section III	Schedule of Supply	23-29
13.	Section IV	BIDDING FORMS	30-38
14.	Section V (A)	GENERAL AND SPECIAL CONDITIONS OF CONTRACT	39-46
	Section V (B)	CONTRACT FORMS AND PERFORMANCE SECURITY	47-51










## INSTRUCTIONS FOR SUBMISSION OF E-TENDER FORM & DOCUMENTS

1. The bidders who are interested in bidding can download tender documents from <http://eproc.rajasthan.gov.in>
2. Bidders who wish to participate in this tender will have to register on <http://eproc.rajasthan.gov.in>. To participate in online tenders, Bidders will have to procure Digital Signature Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safe crypt, N code etc. or they may contact e-procurement Cell, Department of IT & C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital certificate need not to procure a new Digital Certificate. Help Line No. 18002337315 ("Toll free, 24X7") e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) /Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
3. Bidders shall submit their offer on-line in Electronic formats both for technical and financial bid, however D.D. for Tender fees, Processing Fees and E.M.D. should be submitted manually in the office of Tendering Authority Before date & time of opening of technical bids and scanned copy of D.D. should also be uploaded along with the online bid.
4. Before electronically uploading the tenders, it should be ensured that all the tender papers & other relevant documents are duly signed by the bidder.
5. If required by the Bidder, training may be given by DOIT, Yojana Bhawan, Bidder Contact: E-Procurement Cell, 1<sup>st</sup> Floor, Yojana Bhawan Tilak Marg, C-Scheme, Jaipur. Help Line No. 18002337315 (Toll free, 24X7) E-mail- [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)
6. Tender Form & handwritten rates would not be accepted in Tender Box
7. Please read carefully the steps of submitting Tender online.

### Disclaimer

- A. The information contained in this e-tender/Bid document provided to the Bidder(s), by or on behalf of Principal Investigator, Cattle Feed and Mineral Mixture Plant (CFMMP). A revolving fund Project of Rajasthan University of Veterinary and Animal Sciences, Bikaner (hereinafter referred as PI, CFMMP, RAJUVAS, Bikaner).
- B. The purpose of this e-tender/Bid document is to provide the Bidder(s) with information to assist the formulation of their Bids. This e-tender/Bid document does not purport to contain all the information which each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this e-tender/Bid document and where necessary obtain independent advice from appropriate sources.
- C. **PI, CFMMP, RAJUVAS, Bikaner** may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this e-tender/Bid document.

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**SPECIAL NOTES**

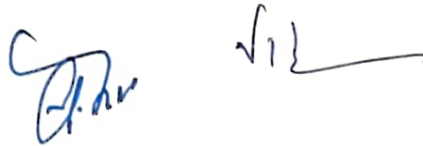
**1. TENDERING PROCEDURE**

Bids are required to be submitted in two parts –technical and financial as described below:

- (a) This tender is an e-tender. Consequently, offline submission of tender documents other than demand drafts is not allowed. All the terms & conditions may be read and interpreted in this light. Only offline submission of DD's/banker cheque towards tender fee, tender processing fee and EMD is required. These are required to be sent by post or by hand so as to reach in the office of **Principal Investigator, Cattle Feed and Mineral Mixture Plant (CFMMP), Livestock Feed Resource Management and Technology Centre, Rajasthan University of Veterinary and Animal Sciences, Bijey Bhavan, Near Deen Dayal Upadhyaya Circle, Bikaner** within specified time, failing in which the bid shall be rejected.
  - (b) Acceptance letter accepting the tender in its entirety in the prescribed format enclosed at TECH No. 1 is required to be submitted on the non-judicial stamp paper. In addition, self attested photocopies of all the documents required for fulfilling the eligibility & qualifications criterion are also required to be scanned and uploaded with thee-bid.
  - (c) No telegraphic / telephonic / telex / Fax / e-mail tenders shall be considered. Further the bidder may please note that the successful bidder would be required to submit the agreement on non-judicial stamp paper of appropriate value, performance security by DD (CTS Only) or bank guarantee upon award of supply contract.
2. After verification of EMD, tender fee and bid processing fee, technical bids shall be opened. Financial-bids shall not be opened immediately.
  3. The technical bids shall be scrutinized for confirming that the technical details meet out with tender terms & conditions.
  4. The date of opening of price bids shall be notified to all qualified bidders.
  5. The rate is to be quoted only in the prescribed XLS Sheet (BOQ) available in the e-tender. Any tampering in the said BOQ would make the tender liable for rejection.

**Signature of Bidder**





**Revolving Fund Project for Cattle Feed and Mineral Mixture Plant  
(CFMMP)  
Livestock Feed Resource Management & Technology Centre  
Rajasthan University of Veterinary and Animal Sciences, Bikaner  
Sardul Sadan, Near Pt. DeenDayal Upadhyay Circle, Bikaner  
334001 (Rajasthan) India**

**PROCUREMENT OF RAW MATERIALS FOR CATTLE FEED  
Critical Dates & Time**

S.No.	Particulars	Date
1.	Date of publishing Notice Inviting Bids and Bidding Document on State Public Procurement Portal	05/11/2022
2.	Date from which Bidding Document will be provided from the web-site of RAJUVAS, Bikaner i.e. <a href="http://www.rajukas.org">www.rajukas.org</a> or can be downloaded from e-procurement or State Public Procurement Portal	From 07/11/2022 11:00 AM
3.	Pre-Bid meeting at room of <b>Principal Investigator, Cattle Feed and Mineral Mixture Plant (CFMMP), Livestock Feed Resource Management and Technology Centre, Rajasthan University of Veterinary and Animal Sciences, Sardul Sadan, Near DeenDayal Upadhyaya Circle, Bikaner</b>	12.00 Noon of 14/11/2022
4.	Date up to which queries for clarifications on Bidding Document can be sent to <b>PI, CFMMP, RAJUVAS, Bikaner</b> by e-mail <a href="mailto:frmtc.rajukas@gmail.com">frmtc.rajukas@gmail.com</a>	17/11/2022
5.	Last time and date up to which Bids can be uploaded on e-procurement website <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>	Upto 5.00 PM of 28/11/2022
6.	Last date & time for submission of tender form fees / tender processing fees / EMD	Upto 5.00 PM of 28/11/2022
7.	Time and date of opening of Technical Bid	From 12:00 Noon of 29/11/2022
8.	Time and date of opening of Financial Bid	To be declared Later

29/11/22

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## Section I

### Instruction to Bidders/ Bidder and Bid Data (ITB)

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

S.No	Particulars	Clause	Description
<b>1.General</b>			
1.1	Definitions	1.1.1	“CFMMP” means <b>Cattle Feed and Mineral Mixture Plant (CFMMP)</b> . A Revolving Fund Project of Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner
		1.1.2	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.3	“Bid/tender” means a formal offer made by a Bidder in form of an e-tender/Bid including Technical Bid and Financial Bid to CFMMP, RAJUVAS, Bikaner in response to Notice Inviting/e-tenders/ Bids.
		1.1.4	“Bidder” means a person or any entity who submits a Bid who may be selected to provide the Services to CFMMP, RAJUVAS, Bikaner under the Contract.
		1.1.5	“Bidding Document” means this entire Document consisting of Notice Inviting Bids <i>and I to V Sections</i> made available to the Bidders by CFMMP, RAJUVAS, Bikaner for selection of the successful Bidder.
		1.1.6	“Client/ CFMMP, RAJUVAS, Bikaner” means A REVOLVING FUND Project of Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner. The selected bidder will sign the contract with CFMMP, RAJUVAS, Bikaner for the Services.
		1.1.7	“Day” means a calendar day.
		1.1.8	“Government/ GOR” means the Government of Rajasthan.
		1.1.9	“Principal Investigator, CFMMP, RAJUVAS, Bikaner” means the Drawing and Dispersing Officer of CFMMP, RAJUVAS, Bikaner.
		1.1.10	“Instructions to Bidders/Bidder (ITB)” means the document which provides the Bidders/bidder with information needed to prepare their Bids.
		1.1.11	“LOI/ LOA” means the Letter of Intent/Acceptance which will be sent by CFMMP, RAJUVAS, Bikaner to the selected successful Bidder.
		1.1.12	“Supply” means <b>SUPPLY of Raw materials for Cattle feed</b> from successful Bidder.
		1.1.13	“Bid” means the Technical Bid and the Financial Bid submitted by the Bidder.

1.2	Scope of Services	1.1.14	"Rules" means the Rajasthan Transparency in Public Procurement Rules, 2013.
		1.1.15	"Services" means the tasks to be performed by the selected Bidder within the Contract period.
		1.1.16	Terms not defined here shall have the same meaning as given to them in the Act.
1.3	Interpretation	1.2.1	Principal Investigator, CFMMP, RAJUVAS, Bikaner is the Procuring Entity which has invited the Bids from eligible and qualified Bidders for selecting, in accordance with the procedure of selection specified in this Bidding Document, for supply Contract for <b>SUPPLY of Raw materials for Cattle feed</b> for CFMMP, RAJUVAS, Bikaner and wherever as specified in this tender bidding document. The detailed Scope of the Services has been given in Schedule of Supply, Section III of this Bidding Document.
		1.3.1	Throughout this Bidding Document: i. the term "in writing" means communicated in written form through letter, fax, e-mail etc. with proof of receipt; ii. if the context so requires, singular means plural and vice versa.
1.4	Cost of the Bid	1.4.1	Bidders shall bear all costs associated with the preparation and submission of their bids and contract negotiation. The CFMMP, RAJUVAS, Bikaner is not bound to accept any bid, and reserves the right to annul the selection process at any time prior to contract award without assigning any reason and without thereby incurring any liability to the Bidders.

## 2. Code of Integrity, Conflict of Interest, etc.

2.1	Conflict of Interest	2.1.1	In addition to the provisions of Rule 81, the Procuring Entity requires that Bidder provide professional, objective, and impartial advice and at all times hold the <b>CFMMP, RAJUVAS, Bikaner</b> interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
2.2	Conflicting activities	2.2.1	No current employees of RAJUVAS, Bikaner shall work as bidder.
2.3	Code of Integrity	2.3.1	The Bidder/Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process and in execution of the Contract. Any person participating in the procurement process or executing the Contract shall, - (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; (c) not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process; (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; (e) not indulge in any coercion including impairing or harming or

*Handwritten signature/initials*

			<p>threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;</p> <p>(f) not obstruct any investigation or audit of a procurement process;</p> <p>(g) disclose conflict of interest, if any; and</p> <p>(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.</p>
2.4	Breach of Code of Integrity by the Bidder	2.4.1	The CFMMP, RAJUVAS, Bikaner shall, notwithstanding anything to the contrary contained in this Bidding Document, reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practices in the Selection Process or in execution of the Contract. In such an event, the Procuring Entity shall, without prejudice to its any other rights or remedies under section 11(3), 46 and Chapter IV of the Act, forfeit and appropriate the Bid Security or any other Security as genuine pre-estimated compensation and damages payable to the Procuring Entity for, inter alia, time, cost and effort of the Procuring Entity in regard to the bid, including consideration and devaluation of such bidder's Bid and completing the remaining Services.

### 3. Eligibility

3.1	General	3.1.1	The Bidder may be a natural person, private Entity or government owned Entity.
		3.1.2	The Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		3.1.3	The Bidder shall not be eligible to apply for this Contract in case it has been debarred by Government of Rajasthan or the <b>RAJUVAS, Bikaner</b> under section 46 of the Act.
		3.1.4	The Bidder shall have to submit proof of registration for the GST and Permanent Account Number (PAN) under Income Tax Act.
		3.1.5	<p>i. Any change in the constitution of the firm, etc., shall be notified forthwith by the Bidder in writing to the <b>CFMMP, RAJUVAS, Bikaner</b> and such change shall not relive any former member of the firm, etc., from any liability under the Contract.</p> <p>ii No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the <b>CFMMP, RAJUVAS, Bikaner</b>, a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient to discharge for any of the purpose of the Contract.</p>
3.2	Only one Bid by one Bidder	3.2.1	A Bidder shall submit only one Bid If a Bidder submits or participates in more than one bid, such bids shall be disqualified.

### 4. Contents of Bidding Document

4.1	Sections of the Bidding Document	4.1.1	This Bidding Document consists of the following Sections: Notice Inviting Bids (Bids), instruction for submission of e- tender form & documents, disclaimer, special note, critical dates & time Section I: Instruction to Bidders/ Bidder (ITB) and Bid Data
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*Handwritten signatures and initials in blue ink.*

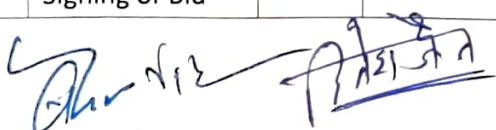
			Section II: Evaluation and Qualification Criteria Section III: Schedule of Supply Section IV: Bidding Forms Section V(A): General and Special Conditions of Contract Section V (B): Contract Forms & Performance Security
		4.1.2	The download/upload of Bidding Document shall be commenced from the date of publication of Notice Inviting Bids. The complete Bidding Document shall also be placed on the State Public Procurement Portal (SPPP) <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a> and e-procurement website <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>
		4.1.3	The <b>CFMMP, RAJUVAS, Bikaner</b> is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the State Public Procurement Portal or e-procurement website <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> .
		4.1.4	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.
4.2	Clarification of Bidding Document	4.2.1	The Bidder shall be deemed to have carefully examined the Bidding procedure, Evaluation and Qualification Criteria, Conditions of Contract, Schedule of Supply etc. of the Services to be performed. If any Bidder has any doubts as to the meaning of any portion of these Bidding procedure, Evaluation and Qualification Criteria, Conditions of Contract, Schedule of Supply etc., it shall, before submitting the Bid, refer the same in pre-bid meeting of the <b>CFMMP, RAJUVAS, Bikaner</b> and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the <b>PI, CFMMP, RAJUVAS, Bikaner</b> in writing or e-mail at the <b>CFMMP, RAJUVAS, Bikaner</b> address written in the beginning of the Bidding Document.
		4.2.2	The Bidders are requested, to submit their queries/ questions by as per format quoting section, page number and clause number in writing or by e-mail in the format given in Section IV [Bidding Forms]. TECH No. 06
		4.2.3	At any time prior to the deadline for submission of the Bids, the <b>CFMMP, RAJUVAS, Bikaner</b> , suo moto, may also amend the Bidding Document, if required, by issuing an addendum which will form part of the Bidding Document.
4.3	Amendment of Bidding Document	4.3.1	Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal and e-procurement website <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> & <a href="http://www.rajuvvas.org">www.rajuvvas.org</a>

#### 5. Preparation of Bids

5.1	Cost of Bidding	5.1.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the <b>CFMMP, RAJUVAS, Bikaner</b> shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		5.1.2	The Bidder shall furnish the selfattested copies of the following documents with its Bid: - i. Whether the Firm is limited/proprietorship/ partnership/public sector/co-operative sector undertaking with copies of supporting documents. (In case of partnership firm, whether the firm is registered with the Registrar of Firms, the copy of the Registration Certificate & name and addresses of partners along with partnership deed to be submitted). Copy of Certificate to be enclosed. ii. Permanent Account Number (PAN) issued by the Income Tax



			Department and GST registration certificate. iii. Postal address of office, telephone, fax numbers, e-mailaddress.
5.2	Documents Comprising the Bid	5.2.1	The Bid shall comprise in two parts, one containing the Technical Bid and the other the Financial or Price Bid. Tender Processing Fee (non-refundable): Rs. 1000/- (Rs. One Thousand only) in form of Demand draft in favour of <b>MD RISL, payable at Jaipur</b> and instrument of payment of price of Rupees 1000/- of the Bidding Document (non-refundable) and the amount of bid security of 0.80Lakh must be in the form of two separate bank demand draft/ banker's cheque of a nationalized / scheduled Bank in India drawn in the name of <b>Principal Investigator, CFMMP, RAJUVAS, payable at Bikaner.</b> These three original instruments of payment must be submitted along with the sealed envelope personally or dropped in the Bid Box or by post in sealed envelopes deposited in the office of <b>Principal Investigator, CFMMP, RAJUVAS, Bikaner within specified time</b> , failing in which the bid shall be rejected.
		5.2.2	The Technical Bid shall contain the following: i. Technical Bid Submission Sheet and Technical Bid containing the filled up Bidding Forms and Declarations related to <u>Technical Bid and Code of Integrity given in Section IV [Bidding Forms]</u> ; ii. proof of payment of price of Bidding Document and Bid processing fee; Bid Security iii. written confirmation authorizing the signatory of the Bid to commit the Bidder; iv. documentary evidence establishing the Bidder's eligibility to bid; v. All documents mentioned in ITB; and vi. Others considered necessary to strengthen the Bid.
		5.2.3	The Financial Bid in the specified formats.
5.3	Technical Bid	5.3.1	The Technical Bid should include: Brief description of the Bidder' organization as required in Section II: Evaluation and Qualification Criteria.
		5.3.2	The Technical Bid shall not include any financial information. A Technical Bid containing financial information may be declared as non-responsive.
5.4	Financial Bid	5.4.1	The Financial Bid shall be prepared using the attached Bidding Forms. [Section IV, Bidding Forms]. The Bid Price shall be inclusive of all expenses and taxes & duties, except GST which shall be paid extra as per norms.
5.5	Currencies of Bid	5.5.1	Prices shall be quoted by the Bidder entirely in Indian Rupees and all payments shall be made in Indian Rupees.
5.6	Taxes	5.6.1	The bidder is responsible for meeting all tax liabilities, including income-tax, arising out of the Contract, except GST which shall be paid extra as per norms
5.7	Period of validity of Bid	5.7.1	The Bidder' Bids must remain valid for 150 Days after the last date of submission of Bids. A Bid valid for a shorter period shall be rejected by the <b>CFMMP, RAJUVAS, Bikaner</b> as non-responsive. The <b>CFMMP, RAJUVAS, Bikaner</b> will make its best effort to complete evaluation and award the Contract within this period.
		5.7.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the <b>CFMMP, RAJUVAS, Bikaner</b> may request Bidders to extend the period of validity of their Bids. Bidders who do not agree have the right to refuse to extend the validity of their Bids without losing their Bid Security.
5.8	Bid Security/EMD	5.8.1	The Bidder shall furnish as part of its Bid, a Bid Security. The amount of Bid security shall be 0.80Lakh and no interest will be payable on EMD deposited.
5.9	Format and Signing of Bid	5.9.1	The Bid shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. All pages shall be serially numbered.



6. Submission, Receipt and Opening of Bids			
6.1	Submission of bid	6.1.1	Bidders shall submit their Bids to the Procuring Entity electronically only on the e-procurement portal, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> .
6.2	Deadline for Submission of Bids	6.2.1	Bids shall be submitted electronically only upto the time and date specified in the Notice Inviting Bids, or an extension issued thereof.
6.3	Bid Opening	6.3.1	The electronic Technical Bids shall be opened by the committee as per time and date specified in the tender at Rajasthan University of Veterinary and Animal Sciences, Bijay Bhavan, Near Deen Dayal Upadhyaya Circle, Bikaner.
		6.3.2	The date, time, and location of electronic opening of the Financial Bids shall be intimated to the bidders who are found qualified by the CFMMP, RAJUVAS, Bikaner in evaluation of their Technical Bids.
		6.3.3	Technical bids will be opened whose payment of the required price of Bidding Document, processing fee and Bid Security within specified time are submitted.
		6.3.4	The Bids committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, any conditions put by Bidder and the presence or absence of the price of Bidding Document, processing fee and Bid Security.
		6.3.5	After completion of the evaluation of the Technical Bids the <b>Principal Investigator, CFMMP, RAJUVAS, Bikaner</b> shall invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified to attend the electronic opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be intimated to them in writing by the <b>CFMMP, RAJUVAS, Bikaner</b> .
		6.3.6	The Bids opening committee shall prepare a record of opening of Financial Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, the Bid Price and any conditions put by the Bidder.
7. Evaluation and Comparison of Bids			
7.1	Confidentiality	7.1.1	From the time the Bids are opened to the time the Contract is awarded, the Bidders should not contact the <b>CFMMP, RAJUVAS, Bikaner</b> on any matter related to its Technical and/ or Financial Bid, except when invited by <b>CFMMP, RAJUVAS, Bikaner</b> to give their presentations on Technical Bids. Any effort by Bidders to influence the <b>CFMMP, RAJUVAS, Bikaner</b> in the examination, evaluation, and recommendation for award of Contract may result in the rejection of the Bidders' Bid.
7.2	Clarification of Bids	7.2.1	To assist in the examination, evaluation, comparison and qualification of the Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
		7.2.2	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
		7.2.3	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.
		7.2.4	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

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7.3	Deviations, Reservations and Omissions in Technical or Financial Bids	7.3.1	During the evaluation of Bids, the following definitions apply: i. "Deviation" is a departure from the requirements specified in the Bidding Document; ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
7.4	Correction of Arithmetical Errors in Financial Bids	7.4.1	Provided that a Financial Bid is substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid on the following basis: 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 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; 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.
		7.4.2	The Bidder shall have to accept the arithmetical corrections made as above.
7.5	Responsiveness of Technical or Financial Bids	7.5.1	The <b>CFMMP, RAJUVAS, Bikaner</b> determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself.
		7.5.2	If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the <b>CFMMP, RAJUVAS, Bikaner</b> and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
7.6	Evaluation of Technical Bids	7.6.1	The <b>CFMMP, RAJUVAS, Bikaner</b> evaluation committee shall evaluate the Technical Bids on the basis of their responsiveness to the content of the bid, applying the evaluation criteria. Evaluators of Technical Bids shall have no access to the Financial Bids until the technical evaluation is concluded.
7.7	Evaluation of Financial Bids	7.7.1	The total price, excluding GST, if applicable, specified in the Financial Bid (Form FIN-1) shall be considered as the offered price. The successful Bidder shall be one who offers lowest price for the contract.
7.8	Taxes	7.8.1	The bidder is responsible for meeting all tax liabilities, including income-tax, arising out of the Contract, except GST.
<b>8. Negotiations</b>			
8.1	General	8.1.1	The Bidder quoting the lowest price in the evaluation of Bids shall be invited for negotiations at the office of <b>Principal Investigator, CFMMP, Livestock Feed Resource Management and Technology Centre, Rajasthan University of Veterinary and Animal Sciences, Sardul Sadan, Near Deen Dayal Upadhyaya Circle, Bikaner</b> on a date to be informed after completion of evaluation of Bids. The Bidder or its representative(s) who must have written bidder's authorization certificate to negotiate and sign a Contract on behalf of the Bidder may attend negotiations.

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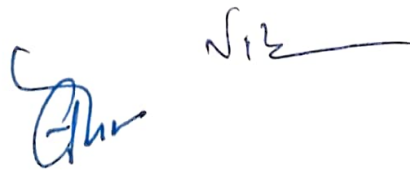
		8.1.2	The <b>CFMMP, RAJUVAS, Bikaner</b> shall prepare minutes of negotiations that are signed by the <b>PI, CFMMP, RAJUVAS, Bikaner</b> and the Bidder or its authorized representative.
8.2	Financial negotiations	8.2.1	All clarifications needed to be sought shall be sought in the pre-Bid stage itself.
		8.2.2	Negotiations may, however, be undertaken only with the lowest Bidder, if necessary.
		8.2.3	The Bid evaluation committee shall have full powers to undertake negotiations.
<b>9. Award of supply Contract</b>			
9.1	Award of Contract	9.1.1	After completing negotiations and prior to the expiration of the period of validity of the Bid, the <b>CFMMP, RAJUVAS, Bikaner</b> shall inform the selected Bidder in writing, by registered post or email, that its Bid has been accepted. If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email to the address of the Bidder given in the Bid. In the written intimation of acceptance of its Bid sent to the selected Bidder, it shall also be asked to execute an agreement in the format given in the bid documents on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, if applicable, within a period of <b>10 (Ten)</b> days from the date on which the LOA or LOI is dispatched to the selected Bidder.
		9.1.2	If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the <b>CFMMP, RAJUVAS, Bikaner</b> shall take action against the successful Bidder as per the provisions of the Act and the Rules.
		9.1.3	A supply Contract shall be entered for prices with the Bidder of lowest priced Bid.
9.2	Performance Security	9.2.1	Performance Security shall be solicited from the selected Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The amount of Performance Security shall be 5.0 % (Five percent) of the amount of the Contract with the validity of contract period plus three months. The Bidder shall deliver the Performance Security to the Procuring Entity within 10 days after issue of the Letter of Acceptance.
		9.2.2	Performance Security shall be furnished in one of the following forms: (a) Bank Draft or Banker's Cheque of a Scheduled Bank in India, no interest will be payable; or (b) Bank guarantee. It shall be in the form given in Section VI, Contract Forms, issued by a Scheduled Bank in India. Performance furnished in the form of Bank guarantee shall remain valid for a period of three months beyond the date of completion of the services and all contractual obligations of the Bidder.

*G. S. Jaiswal*  
  
G. S. Jaiswal



		9.2.3	Forfeiture of Performance Security: the amount of Performance Security in full or part may be forfeited in the following cases:- (a) when the Bidder does not execute the agreement within the specified time; after issue of letter of acceptance of offer; or (b) when the Bidder fails to commence the Services as per Letter of Award within the time specified; or (c) when the Bidder fails to complete the Services satisfactorily within the time specified; or (d) when any terms and conditions of the contract is breached; or (e) if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Rules.
		9.2.4	The deposited performance security will be refunded within three months of expiry of the contract only on submission of: a) "No dues certificate from the competent authority of <b>CFMMP, RAJUVAS, Bikaner</b> ".
9.3	Payments to the Bidder by Principal Investigator, CFMMP, RAJUVAS, Bikaner	9.3.1	All payments shall be made in Indian Rupees. Payment will be made to the Bidder 100% after supply of Raw materials for Cattle feed.
<b>10. Grievance Redressal during procurement process</b>			
10.1	Grievance Redressal	10.1.1	Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal in accordance with the provisions of the Act and the Rules and as given in Appendix A to the First or Second Appellate Authority, as the case may be, as specified below: <b>First Appellate Authority:- Registrar, Rajasthan University of Veterinary and Animal Sciences, Bijey Bhavan, Near Deen Dayal Upadhyaya Circle, Bikaner</b>
			<b>Second Appellate Authority:- Vice Chancellor, Rajasthan University of Veterinary and Animal Sciences, Bijey Bhavan, Near Deen Dayal Upadhyaya Circle, Bikaner</b>
11	Jurisdiction	11.1	All the disputes pertaining to the said contract shall vest to the jurisdiction of Courts at Bikaner.





## **“Revolving Fund Project for Cattle Feed and Mineral Mixture Plant (CFMMP)”**

**Livestock Feed Resource Management and Technology Centre,  
Rajasthan University of Veterinary and Animal Sciences, Sardul Sadan, Near Deen Dayal Upadhyaya  
Circle, Bikaner**

### **Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)**

#### **(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 or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days from the date of such decision, action, or 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 in terms of section 27 of the Act, 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 Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a Bidder whose technical Bid is found to be acceptable.

#### **(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:-

- (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.

#### **(3) Form of Appeal**

- (a) An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

#### **(4) 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 payable in the name of Appellate Authority concerned.

#### **(5) Procedure for disposal of appeals**

- (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 be placed on the State Public Procurement Portal.

**“Revolving Fund Project for Cattle Feed and Mineral Mixture Plant (CFMMP)”**  
**Livestock Feed Resource Management and Technology Centre,**  
**Rajasthan University of Veterinary and Animal Sciences, Sardul Sadan, Near Deen Dayal Upadhyaya**  
**Circle, Bikaner**

Annexure

FORM No.1  
[See rule83]

**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): 1.

2.

3.

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:

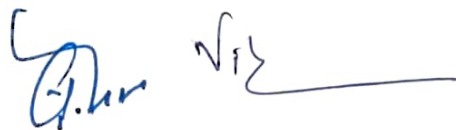
.....  
.....

Place .....

Date .....

Appellant's Signature





**Section II**  
**Evaluation and Qualification Criteria**

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G. K. Verma

**“Revolving Fund Project for Cattle Feed and Mineral Mixture Plant (CFMMP)”  
Livestock Feed Resource Management and Technology Centre,  
Rajasthan University of Veterinary and Animal Sciences, Sardul Sadan, Near Deen Dayal Upadhyaya  
Circle, Bikaner**

**Section II**

**Section II: Evaluation and Qualification Criteria**

The bidder must meet the following eligibility criteria, failing to comply; the submitted tender will be disqualified:

1. The bidder must be reputed GST registered firm.
2. The bidder have to submit the DD's (CTS Only) /banker cheque (CTS Only) of the following as per the schedule date & time specified at page for important date & time:

	DD No.	Date
a) Tender form fee : Rs.1,000/-	in favour of Principal Investigator, Cattle Feed and Mineral Mixture Plant (CFMMP), LFRMTC, RAJUVAS, Bikaner	_____
b) Tender processing fee:Rs.1,000/-	in favour of MD RISL, Jaipur.	_____
c) EMD in favour of <b>Principal Investigator, Cattle Feed and Mineral Mixture Plant (CFMMP), RAJUVAS, Bikaner.</b>		
3. Upload the Bidder's authorization certificate as mention at TECH No. – 2
4. The Bidder must be a proprietorship or partnership firm or a private limited or a public limited company under the Indian Companies act, 1956. The bidder must upload the bidder organization details as mention at TECH No.3
5. The Bidder must not have been debarred/blacklisted by the Government/Semi-Government of Rajasthan or RAJUVAS or by any other procuring entity. TECH No.4
6. The bidder must not have been punished under criminal cases/presently no case is pending against bidder with police department. TECH No.4
7. The bidder must not be defaulter to comply the deposition of taxes like income tax & GST, etc. with respective department, if it is found that the bidder is defaulter in that case tender form will not be consider. TECH No.4
8. Submit acceptance of tender document Section – IV TECH No. 1, specifications as per Section – III & submit the technical bid form. TECH No.1
9. Upload Declaration by the Bidder in compliance of Section 7 & 11 of the Act as mention at TECH No.5
10. The successful Bidder will be one who fully agrees to comply with all the terms and conditions of this Bid documents without any omission, deviation and reservation whose financial bid is evaluated as the lowest rate quoted.
11. Consortium bidding shall not be allowed.
12. All original documents are to be shown for verification of document uploaded, In case, if any document found false, the submitted tender will be rejected.
13. The bidder must upload all forms / information in given format / required document which are must to qualify the bid. Failing to upload these, the submitted tender will be disqualified.

**A check list of documents required to be submitted**

**(Each bidder is required to upload the required documents failing which the tender will become liable for no further consideration/evaluation)**

S No.	Particulars
1	Tender acceptance declaration. TECH No. 1
2	Bidder's authorization certificate TECH No. – 2
3	Bidder organization details TECH No.-3
4	Undertaking, for declaration of following TECH No.-04: 1. I / we have not been debarred/black listed by Govt. of Rajasthan / Semi Govt. of Rajasthan / RAJUVAS, Bikaner or any other procuring entity. 2. I / we have not been punished in any criminal case by hon'ble court and police department, presently no case is pending against us in police department. 3. I/We have been defaulter for deposition/compliance of rules & regulation of Income tax/GST, etc. and no case is pending with referred departments.
5	Declaration by the Bidder in compliance of Section 7 & 11 of the Act TECH No.5
6	Format for pre-bid queries TECH No. 6
7	Signature & seal of bidder on every page of tender document, Undertaking, affidavit & above referred documents.
8	Bank details (Account holder Name, Account No., IFSC Code, Full address of Branch etc.) also enclosed copy of cancelled cheque or pass book.
9	Self attested scanned copy of PAN .
10	Self attested scanned copy of Registration certificate of GST and GST return copy.
11.	Any other undertaking/documents to establish the eligibility of the bidder.

**Section III**  
**Schedule of Supply**

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## Schedule-I

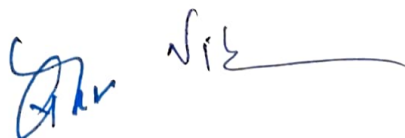
### APPROX. REQUIREMENT OF RAW MATERIALS FOR CATTLE FEED

S. No.	NAME OF ITEM	Qty. in Qtls.
1.	DORB	400
2.	Rice Bran	60
3.	DOMC	150
4.	Gwar Korma	110
5.	Maize	350
6.	Wheat Bran	25
7.	Soya DOC	80
8.	Ground Nut Cake Exp.	40
9.	Ground Nut Cake DO	15
10.	Moong Churi	35
11.	Lysine 78%	01
12.	Methionine 95%	01
13.	Salt	15
14.	Trace mineral premix for feed	02
15.	Choline chloride	01
16.	Phytase	0.10
17.	Vitamin premix for feed	0.25
18.	Enzyme	0.30
19.	Soda bi Carb	02
20.	Soya crude oil for feed	2.0

#### Note

1. Quantities mentioned above may vary substantially on either side/may increase/may decrease.
2. Supply order will be placed in parts as per requirement and storage capacity of store. No minimum quantity is guaranteed to Rate contract holder.
3. The supplier will supply the bid items within 10 days period from the date of placement of the order by the CFMMP, RAJUVAS, Bikaner (9 AM TO 3.30 PM).
4. Unloading of supplied raw material in store will be responsibility of supplier.







**Delivery and Completion Schedule**

1. Supplies are required to be made direct to the CFMMP, LFRMTC, RAJUVAS, Bikaner within 10 days from the date of dispatch of orders or as settled with the bidder as provided in acceptance of bid and letter of approval, for all the purchase orders being placed on the supplier.
2. The above period of execution will be counted from the date of dispatch of orders. Liquidated damages will be recovered for the days in excess of the period prescribed for supply as specified in General Conditions of Contract. It will also be open to the Purchasing Officers to return the goods which are delivered later than the stipulated period and effect risk purchase in such cases or in case it is found that the goods received are not as per the prescribed specification.

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**Schedule-III**

**Technical Specifications and Inspection & Test**

SPECIFICATION FOR SALT

S.No.	Characteristic	Requirement
1.	Moisture % Max	4.0 %

Note:- Clean, free flowing, dry, without dust and foreign matter

Specification For Salt, Toxin Binder, Soda Bi Carb, Lysine 78%, Methionine 95%, Choline Chloride, Phytase 5000, Vitamin Premix For Feed, Enzyme, Trace Mineral Premix For Feed, Intact bags (No tearing of bags), Clean, free flowing, dry, feed grade, without dust and foreign matter,

SCHEDULE OF SPECIFICATION FOR SUPPLY OF FOOD GRAINS  
FOR USE IN CATTLE AND POULTRY FEED

Grains such as Wheat, Maize, Barley, Jawar and Bajra as the case may be should be in sound merchantable condition, dry, hard, clean, wholesome, of good food value, uniform in colour and size of grains and free from visible moulds, fungus, weevils, musty or other objectionable odour, discolouration, extraneous matter, adulterants harmful constituent, insect infestation, fermentation, rancidity, sprouting, foreign bodies, including weed seeds, admixture of deleterious substances and impurities etc. except to the extent the :-

अज्ञान

G.H. 

### Schedule for food grains

Sr. No.	Type of Grains	Grade	Gross Organic light	Foreign Matter Inorganic /heavy	Other food grain of equal value	Other foreign seed	Shrivelled and immature grains	Touched Grains	Weevilled/bored grains
1	2	3	4	5	6	7	8	9	10
1.	Sound Grain	% Defect	0.5	0.5	2	1	2	1	0.5

### Schedule for food grains

Sr. No.	Type of Grains	Grade	Discolouration		Moisture	Dust Gross		Sprouting	Degree of Fermentation as judged by lightness of grains	Degree of Fermentation as judged by lightness of grains	Degree of Fermentation as judged by lightness of grains
			Super fosal	Deeply with charying		Light density	Heavy density				
			11	12	13	14	15	16	17	18	19
1.	Sound Grain	% Defect	1	0.5	12	-	-	-	-	-	-

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**TERMS & CONDITIONS FOR REGISTRATION OF FIRMS FOR SUPPLY OF CATTLE AND POULTRY FEED**  
**RAW MATERIAL SCHEDULE OF SPECIFICATIONS**

Sr.No.	Name of Ingredients	Guaranteed proximate analysis in percent (On dry matter basis in respect of C.P., E.E., C.F. & S.S.)					Sand Silica Max.
		Moisture	Crude Protein (6.25 x Nitrogen Min O+A)	Ether Extract Min.	Crude Fibre Max.	Sand Silica Max.	
1	2	3	4	5	6	7	
1.	Deoiled Rice Bran Grey White Continuous Type.	10	15	-	15	5	
2.	Rice Bran	10	12	15	12	5	
3.	Wheat Bran (O+A)	10	17	-	12	0.5	
4.	Moong Churi (O+A)	10	21	-	14	2.5	
5.	Gwar Korma (O+A)	10	54	-	7	1	
6.	Soyabean Cake DO	10	48	-	8	2.5	
7.	Mustard/Rape Cake DO	10	37	-	10	2.0	
8.	Ground Nut Cake Exp.	10	43	7	12	2.5	
9.	Ground Nut Cake DO	10	46	-	13	2.5	

**NOTE:**

1. Abbreviations used : M=Moisture, C.P.=Crude Protein, E.E.=Ether Extract, C.P.=Crude Fibres, S.S.=Sand Silica
2. All figures of % composition are on dry matter or moisture freebasis.
3. O+A- Crude protein plus oil contents



SIGNATURE OF FIRMIN  
TOKEN OF ACCEPTANC

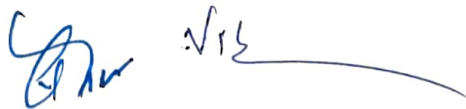


**Inspections and Tests**

1. It is necessary for suppliers to maintain quality of the materials supplied as per the prescribed standards and quality specifications. If the findings of the University laboratory analysis in respect of quality are not acceptable to the supplier, the latter can lodge a written request within 7 days with the units concerned to get 2<sup>nd</sup> test of second preserved supplier's sample done from NABL accredited laboratory. The test result of the aforesaid second sample obtained from the Lab shall be final and binding on both the parties i.e. RAJUVAS and the suppliers. Cost of analysis of 2<sup>nd</sup> sample will be born by the supplier.
2. At the time of delivery of raw materials, three identical samples shall be drawn and sealed jointly in the presence of delivery man/ truck driver and representative of CFMMP, LFRMTC.



## Section IV Bidding Forms



Signature of the  
Applicant In acceptance  
of the above

**TECH No -1**

**TENDER ACCEPTANCE DECLARATION**

(On non judicial stamp paper of Rs. 100/-)

TenderReferenceNo. \_\_\_\_\_

Tender IDNo. \_\_\_\_\_

Name of Tender / Work /Item \_\_\_\_\_

Dear Sir,

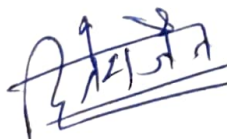
I / We have downloaded the tender documents(s) for the above mentioned "Tender/ Work/ Item" from the website(s) namely:

as per your advertisement , given in the above mentioned website(s).

1. I / We hereby certify that I/We have read and understood the entire terms and conditions of the tender documents (including all documents like Special Notes, annexure(s), Sections/Schedules(s), Specifications of the item(s), etc.) which form part of the contract agreement and I / We shall abide hereby the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally agree & accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
4. In case any provisions of this tender are found violated or breached then your department / organization shall take without prejudice to any other legal right or remedy be at liberty to reject this tender / bid including the forfeiture of the full said earnest money deposit absolutely.

**Yours Faithfully,**

**(Signature of the Bidder, With Official Seal)**



Signature of the  
Applicant In acceptance  
of the above

31

RAJUVAS  
Bikaner

**TECH No-2**

**BIDDER'S AUTHORIZATION CERTIFICATE**

To,  
{Procuring entity},

\_\_\_\_\_  
\_\_\_\_\_

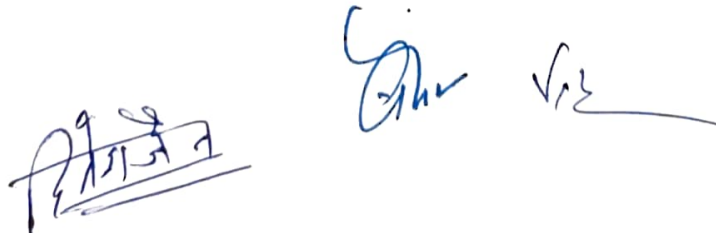
I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB referenceNo.        dated       . He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are asunder.

Thanking you,

Name of theBidder:-

VerifiedSignature:

Authorized Signatory: - Seal of the Organization: -Date:\_\_\_ Place: \_



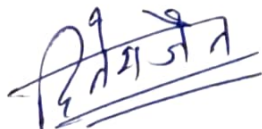
Signature of the  
Applicant In acceptance  
of the above

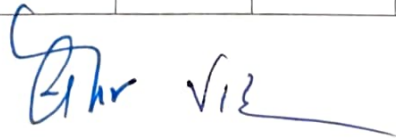


**Form TECH-3**  
**BIDDER'S ORGANIZATION DETAILS**  
PORFORMA TO BE SUBMITTED ON THE FIRM'S LETTERHEAD

The following information is very essential and must be filled in very carefully, legibly and complete to all the points:

1.	Name of Contact Person with designation & his mobile numbers				
2.	Complete correspondence address of Firm				
3.	Telephone/Mobile No.				
4.	GST No. & Date				
5.	E-mail address				
6.	PAN no. of proprietor/partnership firm/company etc.				
7.	Capacity in which tender has been submitted proprietor /partnership firm/company etc.				
8.	Details of RTGS: (Please upload a photocopy of a cancelled cheque of this account for confirmation).				
	Bank Name				
	Branch Name				
	RTGS / IFSC Code				
8.	Account Number				
9.	Bid acceptance letter given in the enclosed format given at Tech-1. (Yes/No)				
10.	Information regarding current litigation /past debarment/black listing, if any, by any department/organization of Govt. of India/any state of India.				
11.	Detail of Demand Draft's				
	Particular	Name of Bank and Branch	DD No.	DD Date	Amount
	Tender Processing Fees				
	Tender Fees				
	Bid Security				





Undertaking

I/we \_\_\_\_\_ bidder M/s \_\_\_\_\_ address \_\_\_\_\_

hereby solemnly declare that:

1. I / we have not been debarred/blacklisted by Govt. of Rajasthan / Semi Govt. of Rajasthan / RAJUVAS, Bikaner or any other procuring entity.
2. I / we have not been punished in any criminal case by hon'ble court and police department, presently no case is pending against us in police department.
3. I / We have been defaulter for deposition / compliance of rules & regulation of Income tax/ GST, etc. and no case is pending with referred departments.

I / we affirm that the above declaration are true, in case, in future, if these are found false, than my / our all deposits / payments like bid security / performance security / due payment may be forfeited and contract may be treated as terminated. For this I / We shall be solely responsible.

Signature & seal of bidder

The image shows a handwritten signature in blue ink, which appears to be 'Rajiv' or similar, followed by a horizontal line representing a seal. To the right of the signature, there is another handwritten mark that looks like 'V13' followed by a horizontal line.

**TECH No -5**

**Declaration by the Bidder in compliance of Section 7 & 11 of the Act**

**Declaration by the Bidder**

In relation to our Bid/Tender submitted to **PI, CFMMP, RAJUVAS, Bikaner** for **SUPPLY OF Raw materials for Cattle feed**. In response to their Bid/Tender No..... Dated ..... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

- a) We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the **PI, CFMMP, RAJUVAS, Bikaner**.
- b) We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
- c) We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
- d) We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to 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) We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this 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.

Date:  
Place:

Signature of Bidder  
Name:  
Designation:  
Address:



The image shows three handwritten signatures in blue ink. The first signature on the left is partially obscured by a rectangular stamp with illegible text. The second signature is a stylized cursive signature, and the third signature is a more fluid cursive signature.

Format for Pre-bid queries




Name of the Bidder: Address:  
 Telephone Nos.:  
 Fax No:  
 Mobile No:  
 Email ID:

	Section No. – Clause No. – Paragraph/Bullet No.	Corresponding page no in the Bid Document	Particulars of the query / clarification	Remarks of CFMMP, RAJUVAS, Bikaner

Authorized Signatory

Designation

[The queries have to be submitted through e-mail in word document (not a PDF) to **PI, CFMMP, RAJUVAS, Bikaner** [frmtc.rajuvas@gmail.com](mailto:frmtc.rajuvas@gmail.com) latest by 3 Days before the date of Pre-bid meeting. The bidder should send the queries through official e-mail IDs only.]

## Financial Proposal (Bid)

12/11/21

Chm. VIL

## FORM FIN-1

S.NO.	Item Description	Units	BASIC RATE/Kg In Figures To be entered by the Bidder in	GST Amount in INR	Any Other Taxes in INR	TOTAL AMOUNT Without GST	TOTAL AMOUNT With GST in INR	TOTAL AMOUNT In Words	
1	2	3	4	5	6	7	8	9	
1	Raw materials for feed	(Kg)	To be filled in the BOQ uploaded on e-proc portal						
1.01	DORB								
1.02	Rice Bran								
1.03	DOMC								
1.04	Gwar Korma								
1.05	Maize								
1.06	Wheat Bran								
1.07	Soya DOC								
1.08	Ground Nut Cake Exp.								
1.09	Ground Nut Cake DO								
1.10	Moong Churi								
1.11	Lysine 78%								
1.12	Methionine 95%								
1.13	Salt								
1.14	Trace mineral premix for feed								
1.15	Choline chloride								
1.16	Phytase								
1.17	Vitamin premix for feed								
1.18	Enzyme								
1.19	Soda bi Carb								
1.20	Soya crude oil for feed								

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*Handwritten signature/initials*

**SECTION V(A)  
GENERAL AND SPECIAL CONDITIONS OF  
CONTRACT**

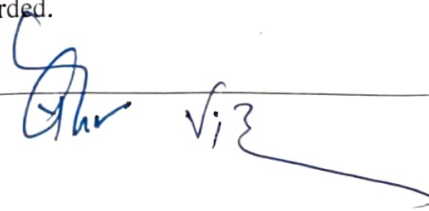
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## General and Special Conditions of Contract

S.No.	Particulars
1	The rate must be offered against the specified item. The rates quoted should remain open (valid for acceptance) for a minimum period of 150 days from the date of bid submission deadline date. GST and any other type of duties/taxes as prevailing up to the last date of submission of rates must be included in the net F.O.R. rate (F.O.R. CFMMP, RAJUVAS, Bikaner). These, however should be shown separately, so that in the event of any change in these charges by the Government (State or Central), the same will be considered for increase/decrease over the net F.O.R. rates. However, the increased duty/sales tax or other taxes due to change in slab on higher turnover shall be payable by the bidder.
2	Rate must be offered for supply of the Raw materials for Cattle feed to CFMMP, RAJUVAS, Bikaner from sound firm on a rate contract for a period of three month and this period can be extended by mutual agreement.
3	The bidders are required to note that purchase orders released by the CFMMP, RAJUVAS, Bikaner within the contract period and extended period, if any, i.e. the first day to the last day of the contract period, including the extended period, if any, shall have to be executed by them, at the approved rate.
4	Successful bidders/Suppliers are required to make supplies within 10 days from the date of dispatch of orders by the CFMMP, RAJUVAS, Bikaner or as specified in the purchase order.
5	<p>The supplier will supply the bid items within 10 days period from the date of placement of the order by the CFMMP, RAJUVAS, Bikaner or as settled with the bidder or as provided in the acceptance of bid. In case supplier fails to supply and deliver the bid item within the prescribed time as mentioned in the order, the CFMMP, RAJUVAS, Bikaner reserves the right to affect risk purchases from other source on the supplier's risk and cost. CFMMP, RAJUVAS, Bikaner also reserves the absolute right as to the method adopted for effecting such risk purchases. The extra expenditure incurred in making risk purchases shall be recovered from the supplier's due payments/performance security lying with CFMMP, RAJUVAS, Bikaner notwithstanding whether such amount(s) pertain to current and/or previous contract(s).</p> <p>In case risk purchases are not affected for any reasons and approved supplier supplies the goods beyond the prescribed time i.e. after expiry of the scheduled time and if such delayed supplies are accepted by the CFMMP, RAJUVAS, Bikaner such late receipt of goods shall be subject to liquidated damages(LD)/penalties at following rates :-</p> <ol style="list-style-type: none"> <li>1. If the supplier requires an extension of time on completion of contractual supply on account of occurrence of any hindrance he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.</li> <li>2. The Principal Investigator may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances. Reasons shall be recorded.</li> </ol>

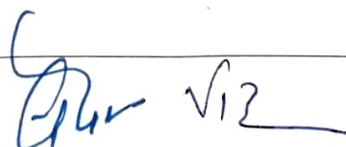






	<p>3.Extension in delivery period: In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply:-</p> <table border="1" data-bbox="299 365 1224 579"> <tr> <td>Delay upto one fourth period of the prescribed delivery period.</td> <td>2.5%</td> </tr> <tr> <td>Delay exceeding one fourth but not exceeding half of the prescribed delivery period.</td> <td>5%</td> </tr> <tr> <td>Delay exceeding half but not exceeding three fourth of the prescribed delivery period.</td> <td>7.5%</td> </tr> <tr> <td>Delay exceeding three fourth of the prescribed delivery period.</td> <td>10%</td> </tr> </table> <p><b>Note:</b> Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of liquidated damages shall be 10%. However, in case of persistent delay in the supply of material by the bidder, the rate contract may be cancelled and security forfeited by the CFMMP, RAJUVAS, Bikaner. CFMMP, RAJUVAS, Bikaner reserves the right to reject the supplied goods or to accept the related supplies if it so desire by imposing deduction to a maximum of 10% in case of delays exceeding three fourth of the delivery period. The CFMMP, RAJUVAS, Bikaner further reserves the right to extend the period of supply in case a request in time giving full justification for the causes or factors leading to delay are reported by the supplier before the expiry of the delivery period.</p>	Delay upto one fourth period of the prescribed delivery period.	2.5%	Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5%	Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7.5%	Delay exceeding three fourth of the prescribed delivery period.	10%
Delay upto one fourth period of the prescribed delivery period.	2.5%								
Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5%								
Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7.5%								
Delay exceeding three fourth of the prescribed delivery period.	10%								
6	<b>RATE CONTRACT</b>								
6.1	That after the delivery of goods at the site of CFMMP, RAJUVAS, Bikaner the same shall be accepted by the PI, CFMMP, RAJUVAS, Bikaner after establishing the quality of goods for the purpose of use and consumption of goods, if are found to be upto the mark and only thereafter 100% of the value of the goods shall be paid to the tenderer as per terms of payment.								
7	Any correspondence made by the CFMMP, RAJUVAS, Bikaner at the address/e-mail given by the bidder shall be deemed to have been delivered to the party. Any change in the address thereafter must be communicated in writing to the PI, CFMMP, RAJUVAS, Bikaner.								
8	It is necessary for suppliers to maintain quality of the materials supplied as per the prescribed standards and quality specifications. If the findings of the University laboratory analysis in respect of quality are not acceptable to the supplier, the later can lodge a written request within 7 days with the units concerned to get 2 <sup>nd</sup> test of second preserved supplier's sample done from NABL accredited. The test result of the aforesaid second sample obtained from the Lab shall be final and binding on both the parties i.e. RAJUVAS and the suppliers. Cost of analysis of 2 <sup>nd</sup> sample will be born by the supplier. At the time of delivery, three identical samples shall be drawn and sealed jointly in the presence of delivery man/ truck driver and representative of PI, CFMMP.								





9	<p>The specifications, conditions, schedules of the bidding document constitute an integral part of the bid.</p> <p>In the case of substantial non-conformity with the specifications or if it contains any inadmissible reservations seen or otherwise, in contravention to the spirit and letter of the bid documents such bids shall be summarily rejected.</p>
10	<p>The successful bidders will have to execute a contract in prescribed form with CFMMP, RAJUVAS, Bikaner and deposit performance security as mentioned below for the performance of the contract immediately after the acceptance of the bid is communicated by the party.</p> <p>The performance security will be refunded if otherwise found to be qualifying for refund within six months from the date of expiry of contract. No interest will be paid by the CFMMP, RAJUVAS, Bikaner on such security amount. In case of breach of any terms and conditions of the contract or on unsatisfactory performance of the contract the CFMMP, RAJUVAS, Bikaner shall have an absolute right of being compensated through liquidated damages/Penalties and the amount of performance security shall also, in such an event, be liable to forfeiture in full or part for being appropriate towards aforesaid liquidated damages/penalties and the decision of PI, CFMMP, RAJUVAS, Bikaner shall be final in this regard. If the bidder fails to deposit the performance security or to execute the agreement within the period specified, such a failure will be treated as a breach of the terms and conditions of the bid and shall result in the forfeiture of the bid security besides any other action for the default. The expenses of completing and stamping the agreement shall be paid by the bidder who shall furnish to the CFMMP, RAJUVAS, Bikaner one executed stamped counter part of the agreement free of charge.</p> <p>The performance security amount required to be deposited is 5.0 % of the contract value or as per order of Govt. of Rajasthan.</p>
11.	Remittance charges on payment made to the firms will be borne by the firm.
12.	Cost of bidding document and bid processing fee not refundable, if bid not accepted.
13.	<b>PAYMENT:</b>
13.1	100% payment will be made within one month of receipt of goods and invoice after establishing the quality of goods received in satisfactory condition after adjusting deductions/penalties, if any, from the bill. RTGS Charges would be borne by supplier.
14	<b>Demurrage:</b>
14.1	The supplier shall bear and reimburse buyer demurrage charges, if any, paid by the buyer on behalf of the supplier.
15	<b>REJECTION:</b>
15.1	Further the buyer reserves the right to reject the stores either in full or in part, if at the time of delivery it is noticed that the items/stores supplied do not conform to the description and quality stipulated in the tender. In such event buyer shall inform the supplier immediately after such defect/quality problem is noticed.

15.2	<p>If on rejection of the stores by the buyer or consignee at destination the supplier fails to make satisfactory supplies within the stipulated period of delivery, the buyer shall be at liberty to:</p> <p>Allow the supplier to submit the store, in replacement of those rejected goods within the given time, the supplier bearing the cost, if any, on such replacement, without being entitled to any extra payment on that account. Replaced goods shall not be considered fresh supplies and late penalty if applicable shall be valid of these supplies as well.</p> <p>Purchase of quantity of the stores rejected or other of a similar description (which stores do not exactly comply with particulars, in the opinion of the buyer, which shall be final) without notice to the supplier's liability as regards the supply of any further installment due under the contract.</p> <p>Cancel the contract and purchase of items or others of a similar description (stores do not exactly comply with the particulars in the opinion of the buyer, which shall be final) at the risk and cost of the supplier.</p>
15.3	<p>Any stores rejected shall under all circumstances lie at the risk of the supplier from the moment of such rejection till their removal and if such stores are not removed by the supplier within such reasonable period as may be decided by the buyer, the buyer may dispose off such stores at the supplier's risk and account and retain such portion of proceeds as may be necessary to cover any expenses incurred in connection with such disposal. The buyer shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed. This will include the cost of disposal when necessary.</p>

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16	The supplier shall, at all time, indemnify the buyer against all claims which may be made in respect of the stores or infringement so any right protected by patent, registration of design or trademark etc. provided always that in the event of any claim in respect of alleged breach of letters, patents, registered design of trade mark being made against mark the buyer shall notify the supplier or the same and the supplier at his own expenses, either settle any dispute or face any litigation and bear expenditure related to the same that may arise there from.
17	<p>The buyer may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events viz:</p> <p>If the supplier, a firm or any partner thereof shall be at that time adjudged insolvent or shall have a receiving order or order for administration of made against his or shall take any proceedings for composition under any Insolvency Act for the time, being in force, to make any convenience or assignment of his assets or enter into any arrangement or composition with his creditors or suspend payment, if the firm is dissolved under the partnership act., or,</p> <p>If the supplier being a company is wound up voluntarily by the order of a court or areceiver/ liquidator or Manager or on behalf of the Debenture holder is appointed or circumstances shall have arisen which entitled the Court to Debenture holders to appoint receiver, liquidate or Manager, or;</p> <p>If the supplier commits any breach of the contract/herein not specifically provided that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter and provided also the suppliers shall be liable to pay the buyer for any extra expenditure, he is thereby put to and the supplier shall under no circumstances been titled to any gain in repurchase.</p>
18	<b>ForceMajeure</b>
18.1	The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
18.2	For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
18.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause and effects thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.

19	<b>Price Fall Clause</b>
19.1	The prices under a rate contract shall be subject to price fall clause. Price fall clause is a price safety mechanism in rate contracts and it provides that 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 (if approved supplier reduces rates to any other organization or any other party of State, the responsibility of informing the reduced rate to CFMMP, RAJUVAS, Bikaner shall be on the approved supplier), 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 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.
20	All the documents supplied by the buyer must be treated as "CONFIDENTIAL" must not be copied, reproduced, transmitted, or discussed otherwise in whole or part, not duplicated, modified, divulged, or discussed to any third party nor used in any other way without the consent of buyer in writing.
21	The order against this tender/agreement is not transferable.
22	The quantities mentioned in the tender are tentative and the actual quantities to be procured may vary upward or downward suiting to the actual requirements.
23	Work order for raw materials will be placed as per requirement or in part. Work order for required quantity of any materials will be placed from time to time by PI, CFMMP, RAJUVAS, Bikaner.
24	CFMMP, RAJUVAS, Bikaner also reserves the right to blacklist, if the performance of approved supplier with respect to quality and time of supply etc. is found unsatisfactory. CFMMP, RAJUVAS, Bikaner also reserves the right to forfeit the Earnest Money/Security Deposits side by side to recovering other due amounts in any other way including legal recourse.





25	CFMMP, RAJUVAS, Bikaner may not consider the application of such applicant who has earlier be endebarrred/censured/blacklisted or even those firms who have on their rolls employees/executives/proprietors/partners of another already debarred/censured/blacklisted firms in one or the other capacity. However, decision of CFMMP, RAJUVAS, Bikaner shall be final in this regard.
26	No item and condition in addition to the above mentioned will be agreed to. The conditional offer/price bid which reflect/affect the price of quoted item shall be liable for rejection out rightly without any reference.
27	The material should be properly packed in suitable packing.
28	The present contract shall be governed overall by RTPP Act and allied laws.
29	<b>Dispute Resolution</b>
29.1	In the event of any dispute in the interpretation of the terms of this agreement/ purchaseorder or difference of opinion between the parties on any point in the purchase orderarising out of, or in connection with the agreement/accepted purchase order or with regard to performance of any obligations here under by the either party, the parties here to shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case of any disputes, PI, CFMMP, RAJUVAS, Bikaner or person nominated by University administration shall be the sole arbitrator to settle these disputes.
30.	The supplier shall be responsible for the proper standard packing so as to avoid pilferage/damage under normal condition of transport/ storage/ unloading etc. otherwise the CFMMP shall be free to reject the supply.
31.	The bidders may be asked to Supply 10% extra qty. Over and above the required offered quantity mentioned in the bid.
32.	No. shortpenalty/rate difference shall be imposed if the supplies are to the extent of _+ 5% of the ordered quantity.
33.	No, late penalty, however, shall be imposed on supplier on supplies which arrive at the CFMMP and report to the PI, CFMMP on a particular date.





**SECTION V (B)  
CONTRACT FORMS  
AND  
PERFORMANCE SECURITY**

12/15/11      *[Signature]*      *[Signature]*

## RATE CONTRACT FOR RAW MATERIALS FOR CATTLE FEED

Between

Principal Investigator,

Cattle Feed and Mineral Mixture Plant (CFMMP),

Livestock Feed Resource Management & Technology Centre,

RAJUVAS, Bikaner-334001

and




[Name of the Bidder]

Dated:

### RATE CONTRACT AGREEMENT

(On non judicial stamp paper of value of prescribed amount)



1. An agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between M/s. \_\_\_\_\_ hereinafter called "approved Bidder" which expression shall where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and CFMMP, RAJUVAS, Bikaner (hereinafter called "CFMMP" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas the approved Bidder has agreed with the CFMMP, RAJUVAS, Bikaner for supply of **Raw materials for Cattle feed** in the LOI/LOA/RAL/purchase order issued vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ and in the manner set forth in the aforesaid order and the Bid Document.
- 3(a) And whereas the approved Bidder has deposited a sum of Rs. \_\_\_\_\_ In form of DD/Bank Guarantee as Performance security for the due performance of the agreement.
- 3(b) And whereas the approved Bidder has agreed:
  - (i) To keep the performance security with the CFMMP, RAJUVAS, Bikaner in form of DD/Bank Guarantee for an initial contract period of 03 month or such extended period so as to cover the period of performance of contract i.e. for **supply of Raw materials for Cattle feed** as per the Bid Document/LOI/LOA/RAL/purchase order.
  - (ii) That no interest shall be paid by the CFMMP, RAJUVAS, Bikaner on the performance security deposit.
  - (iii) that in case of breach of any terms & conditions of the aforesaid supply of **Raw materials for Cattle feed** as per Bid Document/LOI/LOA/RAL/purchase order of this agreement by the approved Bidder, the amount of the performance security shall be liable to forfeiture in full or part by the CFMMP, RAJUVAS, Bikaner.



## NOW THESE PRESENT WITNESS

1. In consideration of the payment to be made by the **Raw materials for Cattle feed** at the rates set forth in the aforesaid LOI/LOA/RAL/purchase order, the approved Bidder will duly supply **Raw materials for Cattle feed** against the purchase orders issued in the manner set forth and within the period stipulated in the conditions of the Bid and order.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a) The Notice Inviting Bids
  - b) Instruction to Bidders/ Bidder and Bid Data (ITB)
  - c) Evaluation and Qualification Criteria
  - d) Schedule of Supply
  - e) Bidding forms
  - f) General and Special Conditions of Contract
  - a) The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier
  - b) LOI/LOA/RAL/Purchase Order and condition of aforesaid Purchase Order and also any subsequent amendment as may be issued by CFMMP, RAJUVAS, Bikaner will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
3. That all the terms and conditions of the Bid Form including its Annexure stands ipso facto included as terms of this agreement as in separable part of this agreement and binding on approved Bidder.
4. The mode of payment will be as specified in the Bid documents.
5. Amicable Settlement  
The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event of a dispute, differences or claim arising in connection with the interpretation or implementation of this Contract, the aggrieved party shall issue a written notice setting out the dispute/ differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.

 49  viz \_\_\_\_\_

6. All disputes and difference arising between the parties out of the agreement or incidental there to shall be decided by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any other law for the time being in force and the same shall be final and binding on both the parties. PI, CFMMP or a person nominated by him shall be the sole arbitrator to settle these disputes.
7. All the disputes pertaining to the said contract shall vest to the jurisdiction of Courts at Bikaner.

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

SIGNATURE OF THE  
APPROVED SUPPLIER:

**Witness No.1**

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**Witness No.2**

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Address: \_\_\_\_\_

SIGNATURE FOR AND ON  
BEHALF OF the CFMMP:

**Witness No.1**

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**Witness No.2**

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Address: \_\_\_\_\_

*Handwritten signature and date: 19/12/21*

*Handwritten signature*  
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*Handwritten signature*

**(Performa of Bank Guarantee for Performance Security)  
(On Non-judicial stamp paper as prescribed by bank)**

This deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ 2020 (Two thousand twenty) by \_\_\_\_\_ (Name and address of the Bank) (Hereinafter referred to as "The Bank") which expression shall be here the context or meanings requires, includes the successors and assignees of the Bank and the \_\_\_\_\_ Bikaner, Rajasthan, (hereinafter referred to as "The CFMMP, RAJUVAS, Bikaner" which expression shall unless repugnant to the context or the meaning there of include its legal representatives, successors and assignees.

WHEREAS the CFMMP, RAJUVAS, Bikaner has placed its work order bearing No. \_\_\_\_\_ Dated \_\_\_\_\_ (Name and address of the party) (Hereinafter called "The approved tenderer") for SUPPLY OF RAW MATERIALS FOR CATTLE FEED from approved bidder and whereas the approved tenderer has agreed to provide a Bank Guarantee valid for the contracted period from any Scheduled Bank approved by RBI in the prescribed format of \_\_\_\_\_ for an amount of Rs \_\_\_\_\_ /-(Rupees \_\_\_\_\_ in words) towards security to \_\_\_\_\_ to safeguard its investment in the CFMMP, RAJUVAS, Bikaner. The Bank guarantee will be released three months after expiry of contract period on production of no dues certificate and an undertaking in case any claim/ liability /recovery in account arises after the expiry of the contract, firm shall deposit the same with without any delay.

In consideration of the approved tenderer having agreed to provide a B.G. of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the security deposit amount, we \_\_\_\_\_ (Name of the Bank) hereby undertake and guarantee to make repayment to the CFMMP, RAJUVAS, Bikaner of the said Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any part thereof which becomes payable to the CFMMP, RAJUVAS, Bikaner in accordance with the terms and conditions of the said work order within 07 days from the date of demand from the CFMMP, RAJUVAS, Bikaner. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the CFMMP, RAJUVAS, Bikaner in writing and this guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

The Bank shall not be discharged or released from this guarantee by any arrangement between the approved tenderer and the CFMMP, RAJUVAS, Bikaner with or without the consent of the Bank or any alterations in the obligations of the parties or by any indulgence, forbearance shown by the CFMMP, RAJUVAS, Bikaner to the tenderer and that the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defence by the Bank against the CFMMP, RAJUVAS, Bikaner. We \_\_\_\_\_ (Name of the Bank) do hereby undertake to pay an amount due and payable under this guarantee without any demur, merely or demand from the CFMMP, RAJUVAS, Bikaner stating that the amount claimed is due to the CFMMP, RAJUVAS, Bikaner. In case the CFMMP, RAJUVAS, Bikaner puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this guarantee,

The Bank shall consider that such demand by itself is a conclusive evidence and proof that the tenderer has failed in complying with the terms and conditions stipulated by the CFMMP, RAJUVAS, Bikaner without raising any dispute regarding the reasons for any such lapse/failure on the part or the approved tenderer.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the CFMMP, RAJUVAS, Bikaner may have or hereafter possess against the approved tenderer and the CFMMP, RAJUVAS, Bikaner shall be under no obligation to marshal in favour of the Bank any such securities or fund or assets that the CFMMP, RAJUVAS, Bikaner may be entitled to receiving or have a claim upon and the CFMMP, RAJUVAS, Bikaner at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.




The Bank agrees that the amount hereby guaranteed shall be due and payable to the Principal Investigator, CFMMP, RAJUVAS, Bikaner on CFMMP, RAJUVAS, Bikaner serving a notice requiring the payment of the amount and such notice shall be served on the Bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by registered post at the address of the said Bank. Any notice set to the Bank at its address by Registered Post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it shall remain in force until contract period, unless a suit or action is filed against us enforce such claims, within three months from end of the contract period, all the CFMMP, RAJUVAS, Bikaner rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Place:

Date:

  
51  
  
  
(SIGNATURE) SEAL OF BANK