



बोली आमंत्रण सूचना संख्या -01/2023

पशुधन अनुसंधान केन्द्र, बीकानेर पर हरे चारे (Chopped) की खरीद हेतु रील बंद लिफाफे में बोली आमंत्रित की जाती है। फर्म को बोली के साथ संलग्न निर्धारित प्रपत्र में अपनी दरें भरकर बंद लिफाफे में किसी भी कार्यदिवस में दिनांक 07.06.2023 को प्रातः 10 बजे से 21.06.2023 को मध्याह्न बाद 04:00 बजे तक जमा करवाई जा सकती है। बोली उसी दिन सांय 04:15 बजे क्रय कमेटी द्वारा खोली जायेगी। डांक एवं ई-मेल द्वारा प्रेषित बोली मान्य नहीं होगी। बोली विवरण, शर्तें व बोली प्रपत्र निम्नानुसार है:-

बोली विवरण

चारे का प्रकार	वांछित अनुमानित मात्रा	अनुमानित मूल्य	निविदा शुल्क (अदेय)	धरोहर राशि
(1) खरीफ- ज्वार	2500 क्विंटल	10.00 लाख	500/-रुपये	20,000/- रुपये
(2) रबी- जई/मक्की				

हरे चारों की खरीद हेतु खुली बोली की जानकारी, नियम एवं शर्तें:-

पशुधन अनुसंधान केन्द्र, बीकानेर पर खुली बोली उपापन पद्धति के अर्न्तगत कटा हुआ (Chopped) हरे चारों की खरीद हेतु एकल स्तरीय Bid प्रक्रिया के अनुसार Financial Bid होगी। प्रत्येक पार्टी बंद लिफाफे में अपनी दर प्रस्तुत करेगी।

**Bid में सफलता हेतु आवश्यक योग्यताएं/दस्तावेज**

- केवल जी.एस.टी. नं. धारी पार्टी/फर्म ही अपनी दरें देवे। पार्टी को जी.एस.टी. नं. आवंटन की प्रति निविदा प्रपत्र के साथ लगानी होगी।
- बोली प्रपत्र की निर्धारित राशि की (500/-रुपये) जमा रसीद।
- बोली हेतु निर्धारित धरोहर राशि की (20,000/-रुपये) जमा रसीद अथवा डिमांड ड्राफ्ट/ पे ऑर्डर अथवा सफल ऑनलाईन भुगतान रसीद का प्रिंट। पार्टी चाहे तो निविदा प्रपत्र शुल्क एवं धरोहर राशि एक मुश्त (20,500/- रुपये) भी जमा करवा सकती है। किंतु बोली प्रपत्र शुल्क जो कि 500/- रुपये है वह अदेय (Non-refundable) होगा।
- पार्टी/फर्म को पिछले दो वर्षों में (1 अप्रैल 2021 से 31 मार्च 2023 के मध्य) किसी भी राजकीय/विश्वविद्यालय के पशु फार्म पर हरा चारा सप्लाई करने के दस लाख रुपये या उससे अधिक के तीन आदेशों की प्रति संलग्न करनी होगी।

**निविदा की अन्य आवश्यक शर्तें एवं नियम:-**

- कोटेशन की जाने वाली दर में माल भाडा मय लोडिंग-अन लोडिंग पशुशाला के अंदर सम्मिलित होगा।
- निविदा शुल्क एवं धरोहर राशि को नगद अथवा बैंक ड्राफ्ट द्वारा कार्यालय में दिनांक 21.06.2023 को 04:00 बजे तक जमा करवाना होगा। बैंक ड्राफ्ट OFFICER INCHARGE LIVESTOCK RESEARCH (LRS) BIKANER के नाम से देय होगा। पार्टी द्वारा निविदा प्रपत्र एवं धरोहर राशि का भुगतान जरीये ऑनलाईन ट्रांसफर/NEFT/RTGS/UPI आदि के माध्यम से किये जाने की स्थिति में केन्द्र के बैंक खाते में निर्धारित समय में राशि जमा होने के पश्चात ही पार्टी को बोली के योग्य माना जायेगा। ऑनलाईन संबंधी भुगतान के मामले में किसी भी प्रकार की त्रुटि या देरी के लिये पार्टी स्वयं जिम्मेदार होगी। ऑनलाईन भुगतान हेतु कार्यालय के बैंक खाते का विवरण निम्नानुसार है-Name of Account Holder- OFFICER INCHARGE LIVESTOCK RESEARCH (LRS) BIKANER.AccountNo.61265622153,IFSCCode-SBIN0032052 SBI Branch- Karni Nagar (Lalgarh) Bikaner
- हरे चारे की आपूर्ति हेतु आदेश राक्षम अधिकारी द्वारा आवश्यकता अनुसार होगा। आदेश प्राप्ति के 05 दिन के भीतर हरे चारे की आपूर्ति प्रारम्भ करनी होगी। ऐसा ना होने पर बोली स्वतः ही निरस्त मानी जायेगी तथा पार्टी की धरोहर राशि को जप्त कर लिया जायेगा।



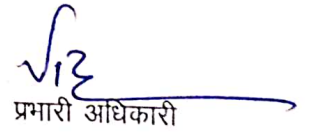
Livestock Research Station, Bikaner  
Rajasthan University of Veterinary and Animal Sciences, Bikaner

Email: lrsbikaner@gmail.com

No. LRS/BKN/2023-24/

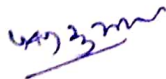
Dated

4. इच्छुक पार्टी/फर्म को बोली के साथ संलग्न निर्धारित प्रपत्र में अपनी दर भर कर बंद लिफाफे में दिनांक 21.06.2023 को महाहवन बाद 04.00 बजे तक जमा करवाना होगा। बोली उररी दिन सांय 04:15 बजे कमेटी द्वारा खोली जायेगी। डाक एवं ई-मेल द्वारा प्रेषित बोली मान्य नहीं होगी।
5. हरे चारे की न्यूनतम दर क्रय कमेटी को बाजार भाव के अनुसार उचित प्रतित नहीं होने की स्थिति में क्रय कमेटी द्वारा न्यूनतम दर प्रस्तुत करने वाले Bidder से नेगोसिएशन किया जा सकता है। एक से अधिक पार्टियों की दर न्यूनतम आने की स्थिति में भी नेगोसिएशन किया जायेगा।
6. हरे चारे की मात्रा को आवश्यकता अनुसार घटाया या बढ़ाया जा सकता है।
7. बिल के साथ कम्प्यूटरीकृत धर्म कांटे की पर्ची लगाना अनिवार्य है।
8. सफल बोलीदाता को स्वीकृति आदेश जारी करने के उपरांत रु. 500/- (पाँच सौ रुपये) के नॉन ज्युडिशियल स्टाम्प पेपर पर प्रभारी अधिकारी, पशुधन अनुसंधान केन्द्र, बीकानेर के पक्ष में अनुबंध भर कर सात दिनों में प्रस्तुत करना अनिवार्य होगा।
9. बोली की दर 31.05.2024 तक अथवा रुपये 10.00 लाख (दस लाख रुपये), जो भी पहले हो तक मान्य होगी। यद्यपि दोनों पक्ष सहमत हो तो बोली को आगामी छः माह तक बढ़ाया जा सकता है।
10. पार्टी/फर्म को माल का भुगतान माल प्राप्ति के बाद प्रस्तुत बिल में जी.एस.टी. नंबर अंकित होने पर ही किया जायेगा।
11. सप्लाई किया गया हरा चारा नया, कटा हुआ एवं मिट्टी रहित होना चाहिये। हरे चारे की गुणवत्ता संतोषप्रद न होने पर पार्टी/फर्म को उसे वापस अपने खर्चे पर ले जाना होगा।
12. प्रति दिन आपूर्ति किये जाने वाले हरे चारे की मात्रा को किसी भी समय घटाने व बढ़ाने का अधिकार निम्न हस्ताक्षरकर्ता के पास सुरक्षित होगा।
13. प्रभारी अधिकारी, पशुधन अनुसंधान केन्द्र, बीकानेर को किसी भी समय बिना किसी कारण बताये बोली निरस्त करने का पूर्ण अधिकार होगा।
14. किसी भी विवाद की स्थिति में न्याय क्षेत्र बीकानेर होगा।
15. पार्टी/फर्म की कोई भी शर्त मान्य नहीं होगी।
16. पार्टी हरे चारे की आपूर्ति केन्द्र की पशुशाला के दरवाजों में माल सहित आ सकने वाले वाहन के द्वारा ही करेगी। हरे चारे के वाहन से संस्थान के दरवाजे या अन्य किसी भी नुकसान की स्थिति में नुकसान की भरपाई पार्टी से वसुली जायेगी।
17. धरोहर राशि पर किसी भी प्रकार का ब्याज देय नहीं होगा।
18. बोली की दर अंकों एवं शब्दों में भिन्न होने की स्थिति में न्यूनतम को ही संज्ञान में लिया जायेगा।
19. विशेष परिस्थिति में बोली खोलने कि दिनांक एवं समय में परिवर्तन संभव है। जिसकी सूचना प्रकाशित कर दी जायेगी।

  
प्रभारी अधिकारी











Livestock Research Station, Bikaner  
Rajasthan University of Veterinary and Animal Sciences, Bikaner

Email: lrsbikaner@gmail.com

No. LRS/BKN/2023-24/

Dated

हरे चारे की खरीद हेतु वित्तीय बोली प्रपत्र

खुली बोली संख्या-01

No. LRS/BKN/2023-24/

Dated:

पार्टी/फर्म का नाम एवं पता			
जी.एस.टी. नं.			
बैंक खाता संख्या			
बैंक IFSकोड			
निविदा शुल्क जमा रसीद की संख्या एवं दिनांक अथवा बैंक डीडी का विवरण			
धरोहर राशि जमा रसीद की संख्या एवं दिनांक अथवा बैंक डीडी का विवरण			
क्र. सं.	प्रकार	बोली की दर (प्रति क्विंटल) F.O.R	
		अंको में	शब्दों में
1	खरीफ - ज्वार		
2	रबी- जई/मक्की		

मैं/हमने उक्त बोली की समस्त शर्तें क्रम.संख्या 1 से 19 एवं SR Form No. 16 को पढ़ एवं समझ लिया है एवं मैं/हम उक्त समस्त शर्तों के अनुसार कटे हुए (Chopped) हरे चारे की सप्लाई करने हेतु सहमत हूँ/हैं।

हस्ताक्षर पार्टी

*Vinay*  
*1/13*


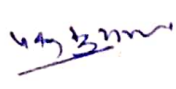



SR Form No.16

(A) CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER  
(See Rule 68)

Note: Tenderers should these conditions carefully comply strictly while sending their tenders.

01. Tenderers must be enclosed in a properly sealed envelope according to the direction given in the tender notice.
02. "Tenderers by bonafide dealers". Tenders shall be given only by bonafide dealers in the goods. They shall, therefore, furnish a declaration in the SR FORM 11.
03. (i) Any change in the constitution of the firm etc. shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract.  
(ii) No New Partner/Partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to avoid by all its terms, conditions and deposit with the purchase officer a written agreement as above shall bind all of them will be sufficient discharge for any of the purpose of the contract.
04. GST Registration and Clearance Certificate: No dealer who is not registered under GST ACT prevalent in the State where his business is located shall tender. The GST Registration Number Should be Quoted and a GST Clearance Certificate from the Commercial Taxes officer of the circle concerned shall be submitted without which the tender is liable to rejection.
05. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
06. Rate shall be written both in words and figures. There should not be errors and/ or overwriting. Corrections if any should be made clearly and initialled with dates. The rates should mention element of the Rajasthan State GST and Central Sales Tax separately.
07. All rates quoted must be F.O.R. destination and should include all incidental charges except control, Central/Rajasthan Sales Tax which should be shown separately. In case of local supplies the rates should include all taxes etc and no cartage or transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises of purchase officer. Goods to be purchased are for the purpose of official use, hence octopi is not payable. The rates, therefore, should be exclusive of octopi, and local tax, in case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of octopi and local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order.
08. (1) Comparison of rates of firms outside and those in Rajasthan:-While tabulating the bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax Shall be included in the rates of firms from outside Rajasthan for evaluation purpose.  
(2) While Comparing the rates in respect of firms within Rajasthan the element of VAT shall be Included.
09. Price Preference:-  
(1) Price Preference/Preference will be given to the goods produced or manufactured by industries of Rajasthan over goods produced or manufactured by industries

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outside Rajasthan as per purchase of stores (Preference to industries of Rajasthan) Rules, 1995.

10. "Validity: Tenders shall be valid for a period of 3 months from the date of opening of tender. A bid valid for shorter period shall be rejected as non responsive.
11. The approved Supplier shall be deemed to have carefully examined the conditions, Specification, size, make and drawings, etc of the goods to be supplied. If he has any doubts as to the meaning of any portion of the conditions or of the specification, drawing etc, he shall, before signing the Contract refer the same to the Purchase Officer and get clarification.
12. The contractor shall not assign or sub-let his contract or any substantial part thereof to other agency.

**13. SPECIFICATIONS:**

- (1) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
- (2) The supply of articles marked with asterisk/at serial number shall in addition conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supply shall be of the very best quality and description. The decision of Purchase Officer/Purchase Committee whether the articles supplied conform the specifications and are in accordance with the samples, if any, shall be final and binding on the tenders.
- (3) Warranty/Guarantee Clause: The tenders would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of 36 months from the date of delivery of the said goods/stores/articles to be purchased and the not-with-standing the fact that the purchaser may have inspected and/or approved the said goods/stores/articles during the aforesaid period of days/month, the said goods/stores/articles be discovered not to conform to the description and quality afore/said or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), the Purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality on such rejection the goods/stores/articles will be at the seller's risk and all the provisions relating to rejection of goods, etc, shall apply. The tenders shall if so called upon to do, replace the goods etc, or such portion thereof as is rejection by the purchase officer, otherwise the tenders shall pay such damage as may arise by reason of the Purchase Officer in that behalf under this contact or contained shall prejudice any other right of the Purchase Officer in that behalf under this contact or otherwise.
- (4) In case of machinery and equipment also, guarantee will be given as mentioned in clause (3) above and the tenders shall during the guarantee period replace the parts if any remove any manufacturing defect if found during the above period so as to make machinery and equipment's operative. The tenders shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

*Vinay* *Ujjwal* *Vijay*



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- (5) In case of machinery and equipment specified by the purchase officer, the tenders shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tenders shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the purchase officer who may like to purchase spare parts from them to maintain the machinery and equipment's in perfect condition.

14. **Inspection:-**

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

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

15. **Samples:** Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by train, etc, should be despatched freight paid and the R. R. or G. R. should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in Polythin bags at the cost of the tender.
16. Each sample shall be marked suitably either by written on the samples or on a slip of durable paper securely fastened to the sample, the name of the tenderer and serial number of the item, of which it is a samples in the schedule.
17. Approved samples would be retained free of cost upto the period of six months after the expiry of the contact. The Government shall not be responsible for any damage, wear and tear or loss during testing examination, etc, during the period these sample are retained. The sample shall be collected by the Tenderer on the expiry of stipulated period. The Government shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the Government and no claim for their cost, etc., shall be entertained.
18. Samples not approved shall be collected by the unsuccessful tenderer. The government will not be responsible for any damage, wear and tear, or loss during testing, examination, etc. during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost etc., shall be entertained.
19. Supplies when received shall be subject to inspection to ensure whether they conform to the specification or with the approved samples. Where necessary or prescribed or practical tests shall be carried out in Government



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- Laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
20. **Drawl of samples:** In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorised representative and properly sealed in their presence. One such set shall be given to them one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.
  21. **Testing Charges:** Testing charges shall be borne by the Government. In case urgent testing is desired to be arranged by the tenderer or in case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the tenderer.
  22. (i) Articles not approved during inspection or shall be rejected and will have to be replaced by the tenderer at his own cost within the time by the Purchase Officer.  
(ii) If, however, due to exigencies of government work, such replacement either in whole or in the part, is not considered feasible, the Purchase Office after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
  23. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.
  24. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions, or transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination in the event of any Loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
  25. The contract for the supply can be repudiated at any time by the Purchase Officer, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.
  26. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.
    - (i) **Delivery Period:** The tenderer whose tender is accepted shall arrange supplies As per NIT.
    - (ii) **Extent of quantity Repeat orders:** If the orders are placed in excess of the quantities shown in the tender notice, the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rate and the period is not more than one month from the date of expiry of last Supply. If the tenderer fails to do so, the Purchase Officer, shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost

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- incurred shall be recoverable from the tenderer, and condition given in the tender provided that the repeat orders are up to 25% of the quantity purchased and the period is not more than one Month from the date of expiry of last Supply. If the tenderer or otherwise and the extra cost incurred shall be recoverable from the tenderer.
27. If the Purchase Officer does not Purchase any of the tendered articles or Purchase less than the quantity indicated in the tender form, the tenderer shall not be entitles to claim any compensation. (i) All goods must be sent freight paid through Railway or goods transport. If goods are sent freight to pay, the height together with departmental charge 5% of the freight will be recovered from the supplier's bill.
- (ii) R. R. should be sent under registered cover through bank only.
- (iii) In case supply is desired to be sent by the Purchase Officer by passenger train, the entire railway treight will be borne by the Department.
- (iv) Remittance Charges on payment made shall be borne by the tenderer.
28. **Insurance:**
- (i)The goods will be delivered at the destination godown in perfect condition. The supplier, if he so desires, may be insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to will be borne by the supplier and State will not be required to pay such charges, if incurred whether or otherwise viz. (war, rebellion, not etc.) The insurance charges will be borne by the supplier and State will not be required to pay such charges, if incurred.
- (ii) The articles may be got insured at the cost of the purchaser, if so desired by the purchaser in such cases the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.
29. **Payments:**
- (i) Advance payment will not be made except in rare and special cases. In case of advance payment being made it will be against proof of dispatch and to the inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the tenderer.
- (ii) Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in proper form by the tenderer to the Purchase Officer in accordance with GF & AP all remittance changes will be borne by the tenderer.
- (iii) In case of disputed items, 10 to 25% of the amount shall be with-heid will be paid on settlement of the dispute.
- (iv)Payment in case of those goods which need testing shall made only when such tests have been carried out lest results received conforming to the prescribed specification.
30. (i)The tome specified for delivery in the tender forms shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.

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- (ii) Liquidated damages: In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply:
- (1) (a) Delay up to one fourth period of the prescribed delivery period.  
2½%
- (b) Delay exceeding one fourth but not exceeding half of the prescribed period  
5%
- (c) Delay exceeding half but not exceeding three fourth of the prescribed period.  
7½%
- (d) Delay exceeding above three fourth of the prescribed period.  
10%
- (2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (3) The maximum amount of liquidated damages shall be 10%
- (4) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (5) Delivery Period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderers.
31. **Recoveries:** Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be with-held to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
32. Tenderers must make their own arrangements to obtain import licence, if necessary.
33. If a tenderer imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender insured by the Purchase Officer.
34. The Purchase Officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.
35. The tenderer shall furnish the following documents at the time of execution of agreement:-
- i Attested copy of partnership deed in case of partnership firms.
- ii Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.

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- iii Address of residence and office, telephone numbers in case of sole proprietorship.
- Iv Registration issued by the Registrar of Companies in case of company.
- 36 If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms the contact, the matter shall be referred to by the Parties to the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
37. All legal proceedings, if necessary arise to institute may be any of the parties (Government or Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

Conditions According to provisions of The Rajasthan Transparency Public Procurement Act 2012 and Rules 2013

38. **Bid Security :-** (1) In case of open competitive bidding two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the state government of the estimated value of subject matter or procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
- (2) In lieu of bid security, a bid securing declaration shall be taken from Departments' of the state Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the state Government and Government Undertakings of the Central Government.
- (3) Bid security instrument or cash receipt of bid security of a bid securing declaration shall necessarily accompany the sealed bid.
- (4) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- (5) The bid security may be given in the form of cash, a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank or deposit through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- (6) The bidding documents may stipulate that the issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.
- (7) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a



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- proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- (8) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- (9) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- (10) The bid security taken from a bidder shall be forfeited in the following cases, namely :-
- (a) When the bidder withdraws or modifies its bid after opening of bids;
  - (b) When the bidder does not execute the agreement if any, after placement of supply/work order within the specified period
  - (c) When the bidder fails to commence the supply of the goods or service or execute work as per supply/work order within the time specified.
  - (d) When the bidder does not deposit the performance security within specified period after the supply/work order is placed, and
  - (e) if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter vi of these rules.
- (11) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- (12) The procuring entity shall promptly return the bid security after the earliest of the following events namely:-
- (a) The expiry of validity of bid security;
  - (b) The execution of agreement for procurement and performance security is furnished by the successful bidder,
  - (c) The cancellation of the procurement process, or
  - (d) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- 39. Performance Security :-** (1) Performance Security shall be solicited from all successful bidders except the department's of the State Government and undertakings, corporation, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- (2) The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of scale Industries of

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Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than small scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.

- (3) Performance security shall be furnished in any one of the following forms:-
- (a) Bank Draft or Banker's Cheque of a scheduled bank;
  - (b) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a post office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
  - (d) Bank guarantee's of a scheduled bank. It shall be got verified from the issuing bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security;
  - (e) Fixed Deposit Receipt (FDR) of a scheduled bank, It shall be in the name of procuring entity on account of bidder and discharger by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- (4) Performance security furnished in the form specified in clause (b) to (e) of sub-rule (3) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

- 40 **Qualification of bidders:-** In addition to the provisions regarding qualification of bidders as set out in section 7 of the Act,-
- (a) the procuring entity shall disqualify a bidder if it finds at any time that-
    - (i) the procuring submitted, concerning the qualifications of the bidders, was false or constituted a misrepresentation, or
    - (ii) the information submitted, concerning the qualification of the bidder, was materially inaccurate or incomplete: and
  - (b) the procuring entity may require a bidder, who was re-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procurement entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity-

- 41 **Interference with procurement process:-** (1) Whoever-

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- a) interferes with or influences any procurement process with the intention of securing any wrongful gain or undue advantage for any prospective bidder or bidder', or
- b) Interferes with the procurement process with the intention of causing any unfair disadvantage for any prospective bidder or bidder', or
- c) Engages in any action or lobbying, directly or indirectly, with the objective of unduly restricting fair competition', or
- d) Intentionally influences any procuring entity or any officer or employee thereof or wilfully or fraudulently makes any assertion or representation that would restrict or constrain fair competition in any procurement process', or
- e) engages a former officer or employee of a procuring entity as an employee, director, consultant, adviser or otherwise, within a period of one year after such former officer or employee was associated with a procurement in which the employer had an interest: or
- f) engages in any form of bid-rigging, collusive bidding or anticompetitive behaviour in the procurement process: or
- g) Intentionally breaches confidentiality referred to in section 49 of the Act, for any undue gain, shall be punished with imprisonment for a term which may extend to five years and shall also be liable to fine which may

(2) A bidder who-

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

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

43 **Offences by companies:-** (1) Where an offences under this Act has been committed by a company, every person who at time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was





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committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

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

Explanation: - For the purpose of this section-

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

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

- 45 **Debarment from bidding;**- (1) A bidder shall be debarred by the State Government if he has been convicted of an offence-

(a) under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or

(b) under the Indian penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(2) A bidder debarred under sub-section (1) shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

(3) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of section 11, it may debar the bidder for a period not exceeding three years.

(4) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.

(5) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

- 46 **Eligibility of Bidder;**- (1) A bidder may be a natural person, private entity, government-owned or, where permitted in the bidding documents, any combination of them with a formal intent to enter into an agreement or under

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an existing agreement in the form of a joint Venture. In the case of a joint Venture:-

(c) all parties to the joint venture shall sign the bid and they shall be jointly and severally liable; and

(d) a joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the joint venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered joint venture company/firm or otherwise all the parties to joint venture shall sign the Agreement.

(2) A bidder should not have a conflict of interest in the procurement in question as stated in rule 81 of these rules and the bidding documents. The procuring entity shall take appropriate actions against the bidder in accordance with section 11 of the Act, and chapter iv of the Act, if it determines that a conflict of interest has flawed the integrity of any procurement process. All bidders found to have a conflict of interest shall be disqualified.

(3) A bidder debarred under section 46 of Act, shall not be eligible to participate in any procurement process undertaken by:-

(a) any procuring entity, if debarred by such procuring entity.

(4) In case of procurement of goods, bidder must be a manufacturer, distributors or bona-fide dealer in the goods and it shall furnish necessary proof for the same in the specified format. Where applicable, proof of authorization by the manufacture or country distributor in India, shall be enclosed.

47 **Time Frame for procurement process.-** (1) The time frame for one stage bidding shall be as under:-

Bid cycle of outer time frame for various procurement methods by one stage bidding

S N o	Stages of Procurement	Procurement Method	
		Open competitive Bidding	Limited Bidding and Single source Procurement
1	2	3	4
1	Issue of bidding document	On the day of first publication of Notice Inviting Bids.	
2	Submission of bids	(i) Thirty days, if estimated value of procurement is more than Rs. 50 crores from the date of first publication of Notice Inviting Bids (ii) Where clarifications/addendum are issued, at least fifteen days if estimated value of procurement is more than Rs. 50 crores and 10 days, if estimated value of procurement is upto Rs. 50 crores, from date	Seven days from issue of Bidding documents/date of issue of clarifications/addendum

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		of issue of clarifications/addendum; or (iii) In case of International Competitive Bidding, the period of submission of bids shall be forty five days from the date of first publication of Notice Inviting Bids and at least twenty days from the date of issue of clarifications/addendum	
3	Technical bid opening	Within one day of last day of submission of bids.	Within one day of last day of submission of bids.
4	Issue of letter of award	Within three days of approval of award by the competent authority.	Within three days of approval of award by the competent authority.
5	Execution of contract agreement	Within fifteen days of issue of letter of award or a period as specified in the bidding documents.	Within fifteen days of issue of letter of award or a period as specified in the bidding documents
6	Declaration of the bid results on State Public Procurement Portal and Procuring entity's website, if any	Within three days of issue of letter of acceptance.	Within three days of issue of letter of acceptance.

Provided that, in appropriate cases, the procuring entity may, with the approval of the state Government, relax the above mentioned time frame of bid process.

(2) A decision on acceptance or rejection of bids invited in a procurement process must be taken by the competent sanctioning authority within the period as given below, even if the period of validity may be more, from the date of opening of financial bids. If the decision is not taken within the given time period by the concerned sanctioning authority, the bids shall be submitted to the next higher authority for decision with reasons of not taking decision within the given time period. In exceptional circumstances, the State Government may relax the limit of time period prescribed for Administrative Department/Finance committee/Board/Empowered Committee, etc.

Time schedule for decision on the bids by the competent authority

S. No.	Authority competent to take decision	Time allowed for decision
1	2	3
1.	Head of Office or Executive Engineer	Twenty days
2.	Regional Officer or superintending Engineer	Thirty days
3.	Head of the department or chief Engineer/Additional Chief Engineer	Forty days
4.	Administrative Department concerned/ Finance	Fifty days

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Time schedule for decision on the bids by the competent authority

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4.	Administrative Department concerned/ Finance	Fifty days



c) A conflict of interest also includes the use of procuring entity's assets, including human, financial and material asset, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favour.

d) A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from procuring entity's personnel's actions or decisions.

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

a) They have controlling partners in common:

b) they received or have received any direct or indirect subsidy from of them:

c) they have the same legal representative for purpose of the bid;

d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;

e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid;

or

f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding prices. All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as project Manager for the contract.

49 **Grievance Redresal during procurement process**

The designation and address of the first appellate authority is Director Medical & health education, jaipur.

The designation and address of the Second appellate authority is Principal Secretary Medical Education Department, Jaipur.

**Filing an appeal**

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provision of the act or the rules or the guidelines issued there under, he may file on an appeal to first appellate authority, as specified in the bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved; Provided that after the declaration of a bidder as successful the appeal may be filed only by a bidder who has participated in procurement proceedings; Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable;



- (c) After gearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order of the parties to appeal free of cost.
- (d) The order passed under sub-clausal (c) above shall also be placed on the state public procurement portal.

**50 Correction of arithmetical errors**

Provide that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial bids on the following basis:

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected:
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above. If the bidder that submitted the lowest evaluated bid does not accept the 51 correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its securing declaration shall be executed.

**51 Procuring Entity's Right to vary Quantities**

- (j) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- (iii) Repeat orders for extra items or additional quantities may be placed if it is provided in the bidding documents, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under:
  - (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
  - (b) 50% of the value of goods or services of the original contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order, however, the additional quantity shall not be more than 25% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.



(2) Dividing quantities among more than one bidder at the time of award (In case of procurement of Goods)

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

52. **Sale of Bidding documents :-** Bidding documents purchased by principal of any concern may be used by its authorised sole selling agents/marketing agents/distributors/sub-distributors and authorised dealers or vice versa.
- 53 **Format and signing of bids:-** (1) The bidder shall prepare one original set of the bidding documents called Bid and clearly mark it as "ORIGINAL" and if asked, the bidder shall submit additional copies of the bid in such number as specified in the bidding document and clearly mark them as "COPY". In the event of any discrepancy between the original bid and its copies, the contents of the original bid shall prevail. (2) The original and all copies of the bid shall be typed or written in ink and its all the pages shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder, in taken of acceptance of all the terms and conditions of the bidding documents. This authorization shall consist of a written confirmation as specified in the bidding documents and shall be attached to the bid.(3) Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid. (4) Similar procedure for signing of bid shall be adopted for Technical and Financial bids, if two part bids have been invited.
- 54 **Sealing and marking of bids :-** (1) Bidders may submit their bids by post or by hand but if so specified in the bidding documents, bidders shall submit their bids only electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedure as specified on the State Public Procurement Portal.
- (2) Bids submitted by post or by hand shall enclose the original and each copy of the in separate sealed envelopes, duly marked envelopes as 'ORIGINAL', and 'COPY'. The envelopes containing the original and the copies shall then be enclosed in one single envelope.
- (3) The inner and outer envelopes shall :-
- (a) bear the name and complete address along with telephone/ mobile number of bidder,
- (b) bear complete address of the procuring entity with telephone number, if any;
- (c) bear the specific identification of the bidding process pursuant to Notice Inviting Bids and any additional identification marks as specified in the bidding documents, and
- (d) bear a warning not to be opened before the time and date for bid opening in accordance with the Notice Inviting Bids.

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Signature

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- (4) if all envelopes are not sealed and marked as required, the procuring entity shall assume no responsibility about its consequences.
- (5) Similar procedure for sealing and marking of bids shall be adopted for Technical and Financial bids, if two part bids have been invited.
- 55. Withdrawal, substitution and modification of bids:-** (1) A bidder may withdraw, substitute or modify its bid after it has been submitting by sending a written notice, duly signed by him or his authorised representative (authorization letter be enclosed). Corresponding substitution or modification of the bid must accompany the written notice. The notice must be-(a) submitted in accordance with the bidding documents, and in addition, the envelope shall be clearly marked as "Withdrawal," or "Modification", and (b) received by the person authorised to receive the bids or directly dropped in the bid box prior to the last time and date fixed for receiving of bids.
- (2) Bids requested to be withdrawn shall be returned unopened to the bidders.
- (3) No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids
- 56. Opening of Bids:-** (1) The sealed bid box shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the bidding documents in the presence of the bidders or their authorised representatives, who choose to be present.
- (2) If electronic bidding is adopted, specific electronic bid opening procedure as specified on the State Public Procurement Portal shall be followed. The bidders may witness the electronic bid opening procedure online.
- (3) The bids shall be opened by the bids opening committee in the presence of the bidders or their authorised representatives who choose to be present. All envelopes containing bids shall be signed with date by the members of the committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as a/n, where 'a' denotes the serial number at which the bid envelop has been taken for opening and 'n' denotes the total number of bids received by specified time.
- (4) The bid opening committee shall prepare a list of the bidders or their representatives attending the opening of bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of bid opening committee with date and time of opening of the bids.
- (5) First, envelopes marked as "WITHDRAWAL" shall be opened, read out, and recorded and the envelope containing the corresponding bid shall not be opened, but returned to the bidders. No bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding bid shall be opened. Next, envelopes marked as "SUBSTITUTION" shall be opened, read out, recorded and exchanged for the corresponding bid being substituted and the substituted bid shall not be opened, but returned to the bidder. No bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the

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substitution notice contains a valid authorisation to request the submission and is read out and recorded at bid opening. Envelopes marked as "MODIFICATION" shall be opened thereafter, read out and recorded with the corresponding bid. No bid shall be modified unless the corresponding modification notice contains a valid authorisation to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

(6) All other envelopes shall be opened one at a time and the following details shall be read out and recorded-

- (a) the name of the bidder and whether there is a substitution or modification;
- (b) the bid prices (per lot if applicable);
- (c) the bid security, if required; and
- (d) any other details as the committee may consider appropriate.

After all the bids have been opened, they shall be initialled and dated on the first page of the each bid by the members of the bids opening committee. All the pages of the price schedule and letters, Bill of Quantities attached shall be initialled and dated by the members of the committee. Key Information such as prices, delivery period, etc, shall be encircled and unfilled spaces in the bids shall be marked and signed with date by the members of the committee. The original and additional copies of the bid shall be marked accordingly. Alterations/corrections/additions/over-writings shall be Initialled legibly to make it clear that such alteration, etc., were existing in the bid at the time of opening.

(7) No bid shall be rejected at the time of bid opening except the late bids, alternative bids (if not permitted) and bids not accompanied with the proof of payment or instrument of the required price of bidding documents, processing fee or user charges and bid security.

(8) The bid opening committee shall prepare a record of the bid opening that shall include the name of the bidder and whether there is a withdrawal, substitution, or modification, the bid price, per lot (if applicable), any discounts and alternative offers (if they were permitted), any conditions put by bidder and the proof of the payment of price of bidding documents, processing fee or user charges and bid security. The bidders or their representatives, who are present, shall sign the record. The omission of a bidder's signature on the record. The members of the committee shall also sign the record with date.

(9) In case of two part bids, only outer envelopes and envelopes marked as "Technical Bid" shall be opened in the sequence of the serial numbers marked on them. The envelopes marked as "Financial Bid" shall be opened in the sequence of the serial numbers marked on them. The envelopes marked as "Financial Bid" shall be kept intact and safe and shall be opened of only those bidders who qualify in the evolution of their Technical Bids on the date and time to be intimated to those bidders.

(10) In case of two stage bidding the proposals received in response to invitation of Expression of interest or Request for Qualification in the first stage shall be opened as per the procedure specified for the opening of Single part bid. The procedure for

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opening of second stage bids shall be similar to that for opening of two part bids. In case Technical and Financial bids are invited in single envelope in second stage, the procedure for opening of the bids shall be as specified above.

57. **Procuring entity's right to accept or reject any or all bids:-** The Procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.
58. **Purchase Preference:-** 15% Purchase preference will be given to the goods produced or manufactured by small scale industries of Rajasthan over goods produced or manufactured by industries outside Rajasthan as per Purchase of Stores (Preference to industries of Rajasthan) Rules, 1995 and approved by Board.  
Purchase preference admissible to the PSUs of the state of Rajasthan and to the SSI of the state of Rajasthan, together shall not exceed 25% (10% for PSUs and 15% of SSI units.) However, these units will be required to participate in bidding process and match lowest price (L-1).
59. The prices under a rate contract shall be subject to price fall clause. A clause regarding price fall shall be incorporated in the terms and conditions of rate contract. 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, 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.
60. **Late Bids:-** The person authorised to receive the bids shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids. Any bid which arrives by post after the deadline for submission of bids shall be declared and marked as "Late" and returned unopened to the bidder by registered post.
61. Bids received by telegram or given on form other than the prescribed form shall not be considered.
62. **Non- material Non-conformities in bids-** (1) The bid evaluation committee may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission, the bid shall be deemed to be substantially responsive.  
(2) The bid evaluation committee may request the bidder to submit the necessary information's or document like audited statement of accounts, VAT clearance certificate, PAN, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its bid.

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(3) The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under sub-rule (2).

63. Correction of arithmetic errors in financial bids:- The bid evaluation committee shall correct arithmetical errors on

Substantially responsive bids, on the following basis, namely:-

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected:
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected: and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

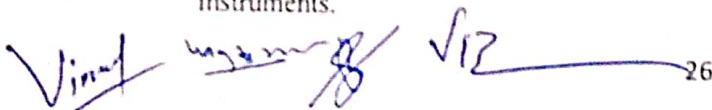
64. Breach of code of integrity by the bidder:- Without prejudice to the provision of Chapter IV of the Act, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46.

### (B) SPECIAL TERMS & CONDITIONS

01. Notwithstanding anything contained herein above the undersigned reserves the right to alter or modify any of the above condition in any particular specific case for special reason in accordance with special circumstances/conditions of the case mutually or otherwise in public interest of service.
02. The bidder may be asked produce third party inspection report from NABL approved lab or ERTL or DGS&D or Govt. of India lab or Govt. of India approved lab pertaining to specification and performance of each supplied machine with the consignment. All expenses regarding third party inspection will be borne by the procuring department.
03. The rate must be quoted including all accessories required for installation of equipment.
04. The bidder will have well equipped service engineering branch at nearby place in India (preferably in Rajasthan) to provide service in the case of failure of the unit within 48 hours on receipt of the information Contact Details of service providing firm like :- Full Address, Email ID, Hotline, Service Portal, Toll Free Number should be provided in bid documents.

#### 5. (A) Scope of CAMC

- 1) Onsite & Service Centre Labor for carrying out preventive maintenance and repairs.
- 2) All parts require replacement shall be supplied to the Consignee under this agreement at no additional cost, during CAMC period.
- 3) Safety and software updates for features that were originally purchased and forming part of the Equipment during commencement of this agreement.
- 4) Routine Cleaning, lubrication, replacement of o'rings gaskets etc. for all mechanical instruments.

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5) Routine Cleaning & calibration of electronic equipments.	
6) Spare parts are included in the CAMC offer and will not be charged extra.	
7) Firms Offering Conditions:-	
Response time	48 Hours after first contact
Service hours	Mon-Sat (10:00 Am- 5:00Pm)
Preventive Maintenance (PM)**	Any number
Parts for Preventive Maintenance	All, as per requirement
Up time	95% (346 Days)
Break down	All
Technical & Application Support Session	As required
Demonstrations & Trainings	As & when required

**Note : \*\* PM Includes Quality Assurance, Safety checks and calibration**

**(B)Exclusion of Service under this Agreement:**

- (a) Damages caused by or arising out of or aggravated by fire caused by sources external to the Equipment covered under this agreement, theft, flood, earthquake, war, invasion, act of foreign enemy, hostilities or war like operations, (whether war be declared or not), civil war, revolution, insurrection, munity, Labor unrest, lockout, confiscation, commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any govt. de-jure or de-facto or any public, municipal or local authority.
- (b) Any work external to the Equipment covered under this Agreement
  - (a) This Agreement does not cover hardware upgrade of any kind.
  - (b) All consumables as per Bid documents as per as clause.
  - (c) Any No. of preventive maintenance visits and any number of breakdown emergency calls will be provided by the firm during guarantee and CAMC agreement period.
  - (d) Training for the Quoted equipment/machine, if required, will be provided by the firm without any additional charges.
- (c) **Limitations of Service under this Agreement:**
  - (a) Whenever a breakdown call is attended, then during such visit, preventive maintenance can also be carried out. Hence, such a visit may be treated as a preventive maintenance visit also.
  - (b) If required and permitted, the transportation of equipment from purchase officer to service centre of firm and back to Purchase Officer Site, is sole responsibility of the service providing firm company.
  - (c) The Consignee shall take proper care and diligence in using the equipment so as to ensure that the equipment is protected against damage resulting from accidents, neglect or misuse, pests and insects, etc. The Consignee shall also maintain the optimum temperature and other environmental conditions to safeguard the equipment against damages as per the specifications given in the instruction manual

06. The Guarantee/Warranty Card (dully signed), Circuit Diagram and Original Manual of the equipment will have to be provided along with the supply invariably by the supplier.

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07. The bidder will undertake the guarantee/warranty of after sales service at the rate quoted and availability of spare parts for the period of 8 years and service for 8 year along with availability of spare parts inclusive of 3 years guarantee/ warranty period. This undertaking should also be endorsed by Manufacturer (in case of Indian Firm)/Indian Agent (in case of Foreign Manufacturer) in Annexure-1.
08. During the guarantee/warranty and CAMC period the fault will be attended within a period of 48 hours otherwise a penalty of 10% of CAMC per day will have to be paid. CAMC (Free service including supply and installation of spare parts as required) will be implemented after specific order for it after expiry of guarantee and warranty period. CAMC payment will be made quarterly basis after completion of said quarter.
9. After expiry of guarantee/warranty period CAMC will be not effective suo motto but will be operative after specific order of this office.
10. Performance report of the equipments by the institution where it is already in use is to be attached with the Bid documents form. If it is not practicable, the Bidder should mention name of institution with address and contact No. where equipments have been supplied.
11. The Bidder are supposed to arrange satisfactory installation, successful demonstration of equipments and training to staff in the institution. The pre-requisite for installation (if any required) then bidders should submit the detail of the same along with Bid invariably.
12. The Bidder should submit the Technical specification cum compliance statement (i. e. BID DATA SHEET)  
Incorporating all individual technical specification of offered item by mentioning it in relation with attached catalogue. Incomplete technical bids will be not considered.  
Complete latest literature along with the original catalogue, Brochures, leaf-let etc and technical data must be enclosed with the Bid to facilitate the technical expert in selection of items. The name & make of articles which are offered should be mentioned against each item of the catalogue. Mere indication of English/USA/Indian will not serve the purpose.
13. If Bidder fails to execute the supply order with in stipulated time period them the Purchase Officer shall be free to arrange the supply form another tenders on his risk and cost.
14. In case the items are free from custom duty the Bidder should mention the clause under which the items are free from custom duty. The proof of this should be attached with bid documents.
15. In case rates are quoted in foreign currency, Bidder should quote CLF price (FOB + Transit Expenses like transportation and cartage expenditure up to Hospital, packing & forwarding, loading, unloading, insurance, handling charges etc.)
16. For imported items, Clearance of the consignment from Customs will be done by the Bidder. If any custom duties are paid for clearance of the consignment initially it shall be paid by Bidder and the same shall be reimbursed after production of evidence at actual as per Government Rules. CLF price will be taken as FOR price excluding custom duty (if any). Bank charges for opening Letter of credit will be at beneficiary's Cost. Applicable rate of custom duty (with exemption certificate) should be mentioned in financial bid.

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17. In case of imported items partial shipment will be permitted but Transshipment will not allowed.
18. The imported items in ready stock with the Indian Agent could be quoted in Indian Currency provided the certificate produced by the Indian Agent to this effect that quoted rate by them does not include customs duty and is competitive.
19. In case any demurrage charges is paid to release the consignment from custom, it will be borne by Bidder.
20. In the case of supply of imported item the suppliers shall furnish a certificate along with the bill to effect that the firm has completed all the formalities in connection with the import.
21. Delivery period for imported goods:- Within 90 days from the date of opening of letter of Credit. The date of shipment will be taken as date of delivery for this purpose I.e. the goods should be put to shipment within 90 days from the date of opening of letter of Credit Period of negotiation will be two weeks.
22. 90% Payment shall be made through our bankers by opening of letter of credit in case of import of items at sight and balance 10% payment shall be made after receipt of the goods according to specification and satisfactory demonstration of equipment on furnishing of successful installation report from the user department.
23. While quoting tender in foreign Currency Name of Beneficiary with full address, port of shipment.,

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