#### COLLEGE OF AGRICULTURE: BIKANER

(S.K. Rajasthan Agricultural University)
Phone and Fax No: 0151-2970282 & 2970283
E-mail ID:coaraubikaner@gmail.com

No.COA/Acctt./OT/2021/956-60

Dated: 14.07.2021

## Open Tender Notice No.3/2021-22

Sealed tenders are invited from reputed manufacturers or their authorized dealers/ distributers/ Supplier firms for the purchase of following items.

S.No.	Name of drip irrigation items	Quantity	Approximate cost (in lakh)
A.	<b>Drip Irrigation Items:</b> Jain Irrigation/NETAFIM/Rivulis/Finolex/John deere Company Brand/makes only.	Enclosed items details	3.00

**Note:**1. The tenders shall be accepted from original manufacturers or their authorized distributers/dealers only but not from any sub-dealers. He must provide authorized dealership certificate from the company.

2. Tenders for Brand/make of the Drip Irrigation items other than listed above will not be accepted.

3. The tenders submitted in the format other than given along with the list of Drip Irrigation items (like attached price list/company catalogue, etc) will not be accepted.

4. The total tender value for drip Irrigation system of each item wise must be submitted in the format given with the enclosed list of different type items.

The tender form with all details can be obtained on payment of non-refundable fee of Rs. 500/- in cash / D.D. in favour of Dean, College of Agriculture, Bikaner on any working day from 10AM to 5.00 PM from 15 July to 21 July 2021 or may be downloaded from website <a href="www.sppp.raj.nic.in">www.sppp.raj.nic.in</a> or <a href="www.raubikaner.org">www.raubikaner.org</a>. The downloaded forms should be submitted along with related documents. Each tenderer has to deposit an earnest money (@ 2% of the approximate cost of each item through Cash/D.D/Bankers cheque. The tenders will be accepted up to 1.00 PM on 22 July 2021 and opened on the same day at 3.00 PM in the presence of the willing tenderers.

DEAN College of Agriculture Bikaner



Tender for

# **COLLEGE OF AGRICULTURE**

[S.K. Rajasthan Agricultural University] **BIKANER** – **334 006** 

Tel. 2970282,2970283 (O) FAX: 0151-2970283

Website: www.raubikaner.org , Mail-coaraubikaner@yahoo.co.in,

No.COA/Acctt./Open Tender/2021/956-60

Dated: 14.07.2021

Fee Rs. 500/-

(Signature of Authority)
College of Agriculture
Bikaner

#### **TENDER FORM**

	(Name of the particulars for which the tenders is submitted)
2.	Name, Telephone/Mobile No and Postal address of the firm submitting the tender.
	Mobile No
3.	Addressed to: Dean, College of Agriculture, S.K. Rajasthan Agricultural University,
	Beechwal, Bikaner (334006) (Rajasthan)
4.	Reference: (Tender Notice No.)
5.	The tender fee amounting to Rs has been deposited vide cash receipt No.
	/D.D. No dated
5.	We agree to abide by all the conditions mentioned in Tender Notice Number dated
	issued by DEAN, College of Agriculture, BIKANER (Raj.) and also the
	further conditions of the said Tender Notice given in the attached sheets (all the pages of which
	have been signed by us in token of our acceptance of the terms and condition mentioned therein.)

 The rates for the supply of following drip items are as under and the quantity to be supplied noted against each:-

Sr. No	Name of drip irrigation Items w specification	ith	Approx. Quantity	Per No/ Mtr./Feet	Rs. (Net price with GST)
1	Disc filter (40 m3/hr.)	Nos.	1		
2	Sand filter (40 m3/hr)	Nos.	1		
3	NRV 3" dia	Nos.	1		
4	NRV 2" dia	No	1		
5	ARV 1"	Nos.	3		
6	Header assembly 75mm	Nos.	1		
7	PP manifold 2.5"x1.5"	Nos.	1		
8	Ventury assembly 1.5"	Nos.	1		
9	PVC pipe 90mmx4kg/cm <sup>2</sup>	Mtr.	240		
10	Approximate and the second sec	17/20/2	102		
11					
12	PVC pipe 32mmx10kg/cm <sup>2</sup>	Mtr.		6	
13	Control valve 110mm threaded	Nos.	4		
14	Control valve 90mm threaded  Control valve 63mm threaded	Nos.	8		
15	SPANISH SECOND S	Nos.	8		
16	Flush valve 63mm threaded Plain lateral 16mm x 2.5 kg class 2	Nos. Mtr.	200		
17	Dripline 16mm x 4 lph x 30 cm x 2.5kg class 2	Mtr.	2000		
18	Dripline 16mm x 2 lph x 30 cm x 2.5kg class 2	Mtr.	2000		
19	Gromat rubbere 16mm	Nos.	200		
20	Start nipple 16mm	Nos.	250		
21	Poly end cap 16mm	Nos.	300		
22	Poly jointer 16mm	Nos.	350		
23	Lateral cock 16mm	Nos.	200		
24	Lateral stake 16mm	Nos.	200		
25	PVC & GI fitting and accessories pn10	Nos.	1		



26	Hose pipe 2" dia	Feet	50		
27	Hose pipe 2.5" dia	Feet	50		
28	Hose pipe 3" dia	Feet	50		3.
29	Football 3" dia plastic	Nos.	3		
30	Football 2.5" dia plastic	**************************************			
31	Electric Starter( jyoti/simens) 5HP three phase with oil & with complete panel	Nos.	1		
32	Mini Star 1HP Motor copper binding Crompton greave make	Nos.	1		
33	Three phase Motor 5HP 31FH 36 meter head(copper binding monoblock Texmo comp)	Nos	1		
34	Motor cover (iron angle & sheet) 3 <sup>1</sup> x 2 <sup>1</sup>	Nos	1		
35	Cable 4core (4 wire aluminum heavy duty)	Feet	100		
36	Cable 4core (4wire copper heavy duty)	Feet	20		
37	Iron box for starter panel for rain protection 3 <sup>I</sup> x 2 <sup>I</sup> size with 4 lag	Nos	1		
38	Trenching and back filling 2.5 <sup>1</sup> depth and 1 <sup>1</sup> wide( Measure in running meter)	Mtr	260		
39	Valve half inch copper	Nos.	01		
40	Driper 4 lph & 8 lph	Nos.	200	T T	
41	Dripper 16lPH	Nos.	100		
42	Micro sprinkler with stand and Accessories	Nos.	10		
43	Hand pressure gage for dripline	Nos.	1		
44	Installation Charges	Nos.	1		
45	Gravels (silica sand) 30kg/bag	Nos.	15		
46	Cement brick platform H 2 <sup>1</sup> x L 10 <sup>1</sup> x W 5 <sup>1</sup>	Nos	1		11
47	Pop up	Nos	10		

X

Note: The rates should be quoted item-wise.

- 1. All the items will be purchased from single firm on the basis of total amount.
- Looking to compatibility and installation of different items of drip Irrigation systems single firm will be approved on the basis of the lowest total amount including installation. Hence the tenderers will be required to quote their rates of the materials along with PVC pipe fitting and installation of complete drip system.
- 3. Above items of mentioned make or branded having ISO/ISI certified.
- 4. Rates may be quoted on per unit basis (Mtr/ Kg/ Nos.)

•	Additional	sheets	may	be i	used	in	case of	shortage of	space.

- 8. Goods will be delivered within a period of ----- from the date of receipt of supply order.
- The rates quoted above are valid upto 31.03.2022. The period can be extended with mutual agreement.

10.	Bank Draft/Bank	kers Cheque No	Dated	Rs	
	drawn on		(Name of the Bank )/ Cash receipt No.		
	e	dated	for Rs	to cover earnest money	
	is enclosed.				

- The Income Tax, Sales Tax clearance certificate, Sales Tax registration, TIN/GST number,
   ISI and ISO certificate are submitted herewith.
- 12. Declaration of reputed manufacturer/authorized dealer etc. is also enclosed.

Signature of Tenderer with seal



## COLLEGE OF AGRICULTURE, BIKANER (S.K. RAJASTHAN AGRICULTURAL UNIVERSITY) GENERAL TERMS AND CONDITIONS OF TENDER

Note: Tenderers should read these conditions carefully and comply strictly while sending their tenders. If a tenderer has any doubts regarding their interpretation of the conditions of specifications mentioned in the Tender Notice, he should before submitting the tender, refer these to the Comptroller and obtain clarification. The decision of the Comptroller regarding the interpretation of the conditions and specification shall be final and binding on the tenderer.

#### 1. DEFINATIONS:

- (i) The term 'the contract' shall mean the invitation to tender hereinafter defined and those general conditions and special conditions that may be added.
- (ii) The terms 'the contractor' shall mean the person, firm or company with whom the order is placed or its successors, heirs and legal representatives where the context so admits.
- (iii) The term 'delivery' shall mean delivery by the dates and the places specified in the tender form and / or order issued after the acceptance letter from time to time of stores which are found acceptable by the indenting Officer/the comptroller or the Central Stores Purchase Committee of the University and not the submission of stores which are not to the required standard.
- (iv) The term 'Central Stores Purchase Committee, Shall mean the Stores Purchase Committee
- (v) constituted by the College of Agriculture, S.K. Rajasthan Agricultural University, Bikaner
- 2. The tenders should be sent to the Dean, College of Agriculture, Beechwal, Bikaner 334006 (Rajasthan) under a Registered A.D. Cover in a double envelope, duly sealed and marked "Tender for \_\_\_\_\_\_\_due on \_\_\_\_\_\_" so as to reach him before the due date and time if \_\_\_\_\_\_tenders are delivered by hand, a receipt should be obtained. Any tender received after the due date and time shall not be considered.

The tenders will be opened on 22.07.2021 at 3.00 P.M. before the members of a Committee appointed for this purpose by the Dean, College of Agriculture, Beechwal, Bikaner in the office of the Dean, COA, Bikaner.

- 3.No Dealer who is not registered under the Sale Tax Act prevalent in the State where his business is located may be eligible to tender. The Sale Tax/GST Registration Number should be quoted and a Sale Tax Clearance Certificate from the Commercial/Sale Tax Officer of the Circle concerned should be submitted without which the tender is liable be to rejected.
- 4.Tenderer will have to submit invariably an Income Tax Clearance Certificate from the Income Tax Officer of the circle concerned along with the tenders without which the tender is liable to rejection.
- 5. The tender should be filled in ink or typed, No tender, filled in pencil shall be considered.
- 6.(i) Rate must be written both in words and figures, there should be no erasures alternations or over writings in the tender and information given in the tender should be in unambiguous language, Where any alteration is made, it should be made clearly and should be dated and initialed by the tenderer failing which such quotation may be ignored. No paper shall be detached from the tender form.
- (ii) Rates quoted must be F.O.R. College Store, Beechwal, Bikaner in Rajasthan and should include all charges and taxes.



- (iii) The Price charged for the stores supplied under the contract by the successful tenderer shall in no event exceed the lowest price at which the successful tenderer sells the stores of identical description to any other person during the period of the contract.
- (iv) If any time during the period of contract the contractor reduces the sale price of such stores to any other person at a price lower than the price approved under the contract he shall forthwith notify such reduction or sale to the Dean, College of Agriculture, Bikaner and the price payable under the contract for the stores supplied after the date of coming into force of such reduction in sale shall stand correspondingly reduced. The successful tenderer shall furnish certificate to the effect that the provision of this clause has been fully complied with in respect of supplies certificate to the Dean, College of Agriculture, Bikaner at the beginning and in every six months thereafter during the currency of the contract and at the end of the contract that they had complied with this clause of the conditions.
- The tenderer is not expected to quote for more than one quality where the specifications are fairly clear and not more than two in any case. If any tenderer will quote for more than two qualities, his rates may not be considered at all in respect of those items.

8.(i) Tenders shall be valid upto for a period of 31.03.2022 from the date of opening of the tenders for the purpose of communicating the acceptance of tender.

- (ii) After a tender has been accepted, the rates shall remain valid throughout the period or which tenders are invited.
- 9 Tenderers are hereby explicitly warned that individual signing the tender must specify as follows:
  - (a) Whether signing as "Solo Proprietor of the Firm"
  - (b) Whether signing as a "Registered active partner of the Firm".
  - (c) Whether signing for the firm i.e. per procreation.
  - (d) In the case of companies and registered firms whether Signing as Secretary, Manager, partner, Director and how individuals so signing are authorized to do so. A copy of the document under which such authority is given should be submitted with the tender
- (e) Tenderers should sign the tender form at the end of the first and last page as a token of his acceptance of all the terms and conditions of the tender. He should also sign at each page of tender on which rates are quoted.
- If the tenderers rasiles from his offer or offer new terms after opening of the tender, his earnest money is liable to be forfeited.
- (ii) The submission of more than one tender for the one and same category and under different names is prohibited. Should it at any time be discovered that this condition has been violated, all the tenders should be rejected or contract (S) cancelled and the earnest money or Security deposit (S) forfeited to the University.
- 10. Each tenderer has to deposit an earnest money (@ 2% of the approximate cost of each item mention against through Cash/D.D/Bankers cheque. Tender value without which it will be not be considered and rejected outright. The earnest money should be remitted in Demand Draft in favour of Dean, College of Agriculture, Bikaner or Bank Drafts of any schedule Bank.
- (a) The earnest money will be refunded to an unsuccessful tenderer after final acceptance of the tender for those firms whose tenders are accepted. Earnest money will be retained as Security for the full period of the contract and it will be refunded within six months after the expiry of the contract, provided there is no complaint from any of the purchasing officer.

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- (11) The Contractor will be held responsible for the goods being sufficiently and properly packed for transport by rail or road transport so as to ensure their being free from loss and breakage till the delivery of goods at the stores of the purchasing officer. The contractor shall supply all packing cases, containers and other allied material free of cost and the same will not be returned to him. If he so desires, the contractor may insure valuable goods for loss or damage, breakage, leakage or shortage discovered at the destination by the consignee, the contractor shall be liable to make supply of the such goods at his own cost. The contractor may keep or depute any of his representatives to watch any damage or loss discovered at the destination to verify the same if he so likes for his satisfaction.
- (12) The successful tenderer shall not assign or sub-let the contract or any part thereof to any other party.
- (i) All goods must be sent freight paid. If goods are sent freight to pay, the freight together with a penalty of 10 % of the freight will be recovered from the supplier's bills.
- (ii) RAS or Grass should be sent under a Registered Cover No. RR or GR will be accepted if it is sent by V.P.P. or through Bank.
- (iii) Each bale of package shall contain a packing note quoting the acceptance order or supply order No., Date and showing its contents in detail.
- (iv) In case supply is called for by the purchasing officer by Railway passenger train half of the Railway Freight will be borne by the purchasing officer.
- (vi) Payment for the supply shall be kept due and payable to the supplier by the purchasing officer and will be released only when the goods are found to be of the standard required or tally with sample. Payment for the supply shall be kept due and payable to the supplier by
- (vi) All the goods supplied shall be of the best quality to the specification, trademark laid down for them and in strict accordance and equal to the approved standard samples and in case of any material of which there are not standard approved samples, the supplies shall be of the very best quality and description obtainable in India. The decision of the Dean/Purchasing Officer, the central store purchase Committee of the College shall be final as to the standard quality of goods and binding upon the tenders and in case any of the articles supplied not being approved, they shall be liable to be rejected and any expense or loss caused to supplier as a result of rejection of supplies, shall be entirely on contractor's account.
- The tender must remove the rejected articles from the destination where they lie within 3 days from the date of rejection notice. The officials will take reasonable care of such materials but will not be responsible of any loss or damage that may occur to it while it is in their premises.
- 14(i)The material ordered will have to be supplied within 15 days from the date of placing the order.
- (ii) The supply of an order marked URGENT will be started immediately and will be completed in full by the contractor within 15 days from the date of issue of order.
- (iii) In case the supply is not made according to the order in full within 1 weeks after the date of order, the earnest money will be forfeited.
- (iv) When the tenderer is unable to complete the supply within either the specified or extended period, the purchasing Officer shall be entitled to purchase the goods from elsewhere without notice to the tenderer but on his (i.e. tenderers) account and risk, the goods or any part thereof which the tenderer has failed to supply, or if not available substitute thereof or to cancel the contract and the tenderer shall be liable to pay for any loss or damage which the Purchasing Officer may sustain by reasons or such failures on the part of tenderer. But the tenderer shall not be entitled to any loss or damage which the contract and the tenderer shall be liable to pay for any loss or damage which the Purchasing Officer may sustain by reasons or such failures on such purchase made against default.



The recovery of such loss or damage shall be made from any sums accruing to the tenderer under this or any other contract with the University, if recovery is not possible from bills and the tenderer fails to pay the loss or damage within one month of the demand, the recovery shall be made under the Rajasthan Public Demand Recovery Act, 1952 or any other low for the time being in force.

15. The quantities for the various items in the tender are approximate and subject to variation. The supplies will have to be made according to requirements as and when order is placed through the contract period.

16. Any increase in Excise duty or other similar tax if imposed by the Central or State Government after due date of Tender will be paid extra. Similarly reduction in them after the due

date will be paid less to the contractor.

- 17. Tenderers are requested to send with their tenders printed descriptive literature, catalogue, photo-literature of the articles if any for convincing about the quality and usage of the articles but direct indirect canvassing on the part of tenderers or their representative after the submission of the tender shall disqualify their tenders.
- 18. The Dean, College of Agriculture, Bikaner reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept any tender for all or any one or more items of the articles for which tender has been given.
- 19. It is made clear that the tender must be submitted accurately in accordance with the conditions of the tender and that necessary documents must invariably be enclosed where demanded. In the event of non-submission of these essential documents, the tender shall not be considered and shall be treated as rejected without notice or any reference.
- 20. The tenderers should not quote their own conditions while submitting the tenders. Any counter conditions or counter proposals submitted by the tenderers will not be considered at all. If a tenderer imposes conditions, which are in addition to or in conflicting with the conditions mentioned herein, his tender is liable to summary rejection. The firms intending to get their counter or extra conditions accepted should not submit the tender at all. In other words, the firms who agree to the contents of all the conditions of the tender to be submitted by the tenderer and when once the tender is submitted, it will be construed that the tenderer agrees with all the terms and conditions of the tender.
- Legal proceeding if any, arising out of this tender shall have to be lodged in courts situated in Bikaner and not elsewhere.
- 22. Tenderers are expected to satisfy them that they will be able to supply the articles tendered by them in full in all circumstances if their tenders are accepted. No plea that the manufacturer has either stopped the manufacturing or has increased the prices or that the item is not being imported due to certain difficulties, will be considered and successful tenderers will be bound to supply the ordered articles in all circumstances and on the approved rates only.
- 23. Tender must be submitted upto 22.07.2021 at 1.00 PM in the appropriate tender forms only which can be obtained from the Dean, College of Agriculture, Beechwal, Bikaner 334001 on payment of Rs.500/- in cash/ by way of DD/Pay order in the name of the Dean, College of Agriculture, Bikaner. The cost of tender forms will not be returned in any case.



The whole set of tender form should be filed up and no item should be left blank. If the tenderer does not wish to quote for some item, words "NO QUOTATIONS" against such items should be mentioned. Tenderer should keep one copy of the tender form, out of the two supplied to him as his office copy.

- 24. Where a particular make or size is stated in the tender form no alternatives should be suggested. The alternatives suggested would be ignored and the tenderer shall be assumed to have quoted for the items and their specifications mentioned in the tender form.
- 25. Separate covering letter or communication should be sent for separate categories of tenders and tenders should be submitted separately for each category. Tenders received in mixed with more than one category may not be considered.
- The decision of the Dean, College of Agriculture, Bikaner in all matters to the tender will be final and binding upon the tenderers.

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I/We certify that I, We have read the General Terms and conditions of the tender and that I/We agree to conform to these.

Signature of the Authorized persons of the firms with stamp

## Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- 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;
- not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

#### Conflict of Interest:-

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

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. have controlling partners/ shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or
  - have the same legal representative for purposes of the Bid; or
  - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
  - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.



# Annexure B: Declaration by the Bidder regarding Qualifications <u>Declaration by the Bidder</u>

In relation to my/our Bid submitted to	for procurement of
in response to their Notice Inviting Bids No Dated I/we herel Rajasthan Transparency in Public Procurement Act, 2012, that:	by declare under Section 7 of
I/we possess the necessary professional, technical, financ competence required by the Bidding Document issued by the Pro-	트레스 (B. 18) [1] - [
<ol> <li>I/we have fulfilled my/our obligation to pay such of the taxe Government or any local authority as specified in the Biddin</li> </ol>	
<ol> <li>I/we are not insolvent, in receivership, bankrupt or being administered by a court or a judicial officer, not have my/o not the subject of legal proceedings for any of the foregoing</li> </ol>	our business activities suspended and
<ol> <li>I/we do not have, and our directors and officers not have, be related to my/our professional conduct or the making of fals to my/our qualifications to enter into a procurement con preceding the commencement of this procurement pro- disqualified pursuant to debarment proceedings;</li> </ol>	se statements or misrepresentations as tract within a period of three years
<ol> <li>I/we do not have a conflict of interest as specified in the Ac which materially affects fair compete</li> </ol>	ct, Rules and the Bidding Document,
Date:	Signature of bidder
Place:	Name:
	Designation:

Address:



## Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is\_\_\_\_\_\_
The designation and address of the Second Appellate Authority is\_\_\_\_\_\_

## (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 thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

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

## (4) Appeal not to lie in certain cases

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

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

#### (5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.



## (6) Fee for filing appeal

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

## (7) Procedure for disposal of appeal

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



# Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal Noof	
Before the (First / Second Appellate Authority)	
1. Particulars of appellant:	
(i) Name of the appellant:	
(a) Official address, if any:	
(iii) Residential address:	
<ol><li>Name and address of the respondent(s):</li></ol>	
(i)	
(ii)	
(iii)	
3. Number and date of the order appealed against and name and designation of the office authority who passed the order (enclose copy), or a statement of a decision, action or omission of Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:	the
<ol> <li>If the Appellant proposes to be represented by a representative, the name and postal address the representative:</li> </ol>	s of
<ol><li>Number of affidavits and documents enclosed with the appeal:</li></ol>	
6. Grounds of appeal:	
Supported by an affidavit)	
and the second s	
7. Prayer:	
Place	
Date	
Appellant's Signature	

#### Annexure D: Additional Conditions of Contract

#### 1. Correction of arithmetical errors

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

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

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

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

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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

This

# (On the letter head of the Firm)

## MANDATE FORM FOR BANKING DETAILS

me of the Firm:	
egistered /Postal Address:	

S No.		ITEM	DETAIL	
1.		Permanent Account Number (PAN) No.		
2,		GSTN Number		
3.		Bank details:		
	a.	Bank Name		
	b.	Branch Address		
	c.	Account No.		
	d.	Type of Account (Current/Savings)		
	e.	IFSC Code		

Date:

Name of the Authorized Signatory

Place:

Stamp & Signature

# (On the letter head of the Firm)

# CERTIFICATE ABOUT NON-BLACK LISTING

We on	this date do hereby
certify that our company / firm have not bee	n blacklisted by any Government Department/
Government Educational Institutions / Research	Institute(s) during the last three years.

This

Authorized signatory of Bidder with Sea
Name
Designation
Place
Date

#### TENDER ACCEPTANCE LETTER

(To be given on Firm letter head)

Date:
o,
The Dean,
College of Agriculture,
KRAU,Bikaner
ub: Acceptance of terms and Conditions of tender.
ender Reference No:
Name of the tender/work:
ear Sir,
. I/we have downloaded the tender documents for the above-mentioned Tender/work from the rebsite (s) namely:
er your advertisement, given in the above-mentioned website(s).
2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents
rom Page No to (including all documents like annexure(s), schedules(s), etc.,)
hich form part of the contract agreement and I/we shall abide hereby the terms/ onditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too have also
een taken into consideration, while submitting this acceptance letter.
. I/we hereby unconditionally accept the tender conditions of above mentioned tender document
)/corrigendum(s) in its totality /entirety.

I/we do hereby declare that our Firm has not been blacklisted/ debarred by any Govt Department/Public Sector Undertaking.

6. I/we certify that all information furnished by our Firm is true and correct and in the event the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

Signature of the Bidder, with Official Seal

