

कृषि महाविद्यालय : बीकानेर

[स्वामी केशवानन्द राजस्थान कृषि विश्वविद्यालय]

दूरभाष व फेक्स : 0151-2970282 & 2970283, ईमेल- coaraubikaner@gmail.com

क्रमांक /कृम./लेखा शाखा/निविदा/2024/ 1305

दिनांक 16/08/2024

खुली निविदा सूचना संख्या 19/2024-25

पंजीकृत एवं प्रतिष्ठित संस्थाओं/ एजेंसियों से महाविद्यालय द्वारा निम्नलिखित कार्यों के लिए खुली निविदा आमंत्रित की जाती है। जिसकी कुल अनुमानित राशि रु. 4.50 लाख है।

कृषि महाविद्यालय में 1 एगो शेड नेट हाउस आकार लगभग 480 वर्ग मी. जिसकी अनुमानित लागत 4.00 लाख रुपये तथा एक शेड नेट 115 वर्ग मी. के ढांचे को आंशिक मरम्मत के साथ मोनो नेट से कवर जिसकी अनुमानित लागत 0.50 लाख रुपये करने के लिए निविदाएँ आमंत्रित की जाती हैं।

निविदा फार्म एवं संबंधित शर्तें, महाविद्यालय कार्यालय से रु. 500 (अप्रतिदेय) नगद अथवा अधिष्ठाता, कृषि महाविद्यालय, बीकानेर के पक्ष में देय रु. 500/- (अप्रतिदेय) के डिमांड ड्राफ्ट द्वारा कार्यालय समय 10.00 बजे से 5.00 बजे तक दिनांक 16/08/2024 से 23/08/2024 तक महाविद्यालय कार्यालय से प्राप्त की जा सकती है अथवा सरकारी पोर्टल www.sppp.raj.nic.in or www.raubikaner.org से डाउनलोड की जा सकती है। तथा फॉर्म साइट से डाउनलोड करने पर रूपए 500/- का डिमांड ड्राफ्ट अधिष्ठाता, कृषि महाविद्यालय, बीकानेर के पक्ष में फॉर्म के साथ जमा कराना होगा। बोली स्वरूप निश्चित प्रतिभूति राशि मद के लिए रु. 9,000/- निविदा फार्म के साथ नगद अथवा डिमांड ड्राफ्ट द्वारा उक्तानुसार जमा/ प्रस्तुत करानी होगी। निविदा दिनांक 23/08/2024 को दोपहर 1.00 बजे तक प्राप्त की जाएगी तथा उसी दिन दोपहर 3.00 बजे उपस्थित इच्छुक निविदा दाताओं के समक्ष खोली जाएगी।


अधिष्ठाता



COLLEGE OF AGRICULTURE
[S.K. Rajasthan Agricultural University]
BIKANER – 334 006

Tel. 0151- 2970283 Website: www.raubikaner.org Mail-coaraubikaner@gmail.com

No.COA/Acctt./OT/2024/ 1305

Dated: 16/08/2024

Fee Rs. 500/-
16-08-24
(Signature of Authority)

TENDER FORM

1. Tender for _____
(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.)..... dated.....
5. The tender fee amounting to Rs. _____ has been deposited vide cash receipt
No. _____ /D.D. No. _____ dated _____
6. 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 there in.)

Contd....2....

7. The rates for the different type works at COA noted against each:-

Technical specification of tender for Shade Net House with structural components and Micro irrigation

Structure should be made up of Top Quality Hot dipped galvanized round pipe and having wall thickness 2mm and covered with UV stabilized Shade Net.

Features:

- Grid size 8 X 4 Mtr.
- Ridge Height 4.0 Mtr.
- Reinforcement for wind load of 120 km/hr.
- Reinforcement for Trellising load of 25 kg/m².
- All material used in structure like connectors, bracket & fasteners are should be hot dipped galvanized.
- 2% Slope in foundation level.

Shade Net House Technical Specification:

Part-A

S. N.	Item	Description / Specification	Rate/Sq.Mtr
1.	STRUCTURE		
	Shape	Dome Shape shade Net House	
	Size	Approx 480 Sq. Meter	
	Foundation	Insert GI Pipes of minimum 60mm OD 2mm thickness with 1mm tapered top 1ft. or more to have foundation depth of not less than 100cm or more depth depending upon soil type and prevailing wind condition, grouted with cement concrete mixture of 1:2:3 using telescopic insertion of column. 10 days of curing is must.	
	Pipe	2mm thick pre galvanized steel tubular pipe confirming Indian standards joint with fasteners.	
	Main Column	Size 60mm OD, Thickness 2 mm, length-4 m.	
	Arched pipes	GI Pipes- size 42mm/43mm OD, thickness 2 mm, length- 4m.	
	Corner	Size 48mm OD, Thickness 2 mm, length- 0.15 m.	
	Four Way Pipe couplers and five way pipe Couplers	Size 48mm OD, Thickness 2 mm, length- 0.15 m.	
	Nut Bolts	Size 3/8"	
	Centre Height	Centre-3.5m side height-2.5m.	

Handwritten signature

2.	Footpath & Nursery bed	0.75m wide footpaths should be provided in the centre and made of cement concrete ratio of 1:2:4 as directed. 9" sunken nursery bed should be created both side of footpath.
3.	Aluminium Profile	C type Aluminium profile to fix shade net to the structure by means of self tapping screws. Weight of Aluminium profile should be 200-220 gm/meter.
4.	Spring Insert	Zig-Zag spring insert to fix shade net to Aluminium profile 2.3 mm diameter of spring wire with cold galvanization. Wire material should be high carbon spring steel with spring action.
5.	Shade Net	High quality UV stabilized, green colour mono net as per IS 16008 part II with 100 GSM of 50% sunlight.
6.	Door	GI frame FRP 1.25 m width and 2 m height size.
7.	Bricks Wall	Foundation wall for all sides of Shade Net House 0.75 feet below earth surface and 0.75 feet above earth surface.
8.	Drip and Fogging system	In shade net house establish drip line on beds and mist fogger 4 way in 16mm lateral through drip line are connected with the already installed filter system.

Part-B

S. N.	Item	Description / Specification	Rate/Sq.Mtr
1.	Repairing of Shade Net House	Size 115 Sq. Meter, Provide green colour Mono Net of 100GSM with 50% Sunlight and stitching, support and net will be provided by contractor.	

Tender will be given to only one person who has the lowest average rate of Part A+B.

Note: The size may be increase or decrease as per availability of funds.

Grand total (A+B) in words.....

Note: कार्य उसी फर्म को दिया जाएगा जिसकी निविदा में दर्शाई गई कार्य दरों की कुल राशि न्यूनतम होगी।

8. Works will be started within a period of 15 days from the date of receipt of supply order.
9. The rates quoted above are valid up to **31.03.2025**. The period can be extended with mutual agreement.
10. Bank Draft/Bankers Cheque No. _____ Dated _____ Rs. _____ drawn on _____ (Name of the Bank) / Cash receipt No. _____ dated _____ for Rs. _____ to cover earnest money is enclosed.
11. The Income Tax, Sales Tax clearance certificate, Sales Tax registration, GSTN number, ISI or ISO certificate are submitted herewith.
12. Declaration of reputed manufacturer/authorized dealer etc. is also enclosed.


16-0-24

**Signature of Tenderer
with seal**

कृषि महाविद्यालय:बीकानेर
स्वामी केशवानन्द राजस्थान कृषि विश्वविद्यालय,बीकानेर

कार्य हेतु निविदा की शर्तें

1. निविदा कृषि महाविद्यालय, बीकानेर द्वारा निर्धारित प्रपत्र में ही देनी होगी। सशर्त निविदा (फाउण्डर कंडीशन)/तार से प्रेषित निविदा स्वीकार नहीं होगी।
2. निविदा के साथ धरोहर राशि रु. नव के लिए रु. 9000.00 नगद या डिमाण्ड ड्राफ्ट जो अधिष्ठाता, कृषि महाविद्यालय, बीकानेर के पक्ष में देय हो, इसके अभाव में निविदा पर कोई विचार नहीं किया जायेगा।
3. सम्पूर्ण कार्य 31.03.2025 तक प्रभावी रहेगा। ठेका अवधि को कम करने अथवा बढ़ाने का अधिकार अधिष्ठाता, कृषि महाविद्यालय, बीकानेर को होगा और कार्य सतोंपजनक होने पर ही भुगतान किया जायेगा व ठेका अवधि को आगे बढ़ाया जा सकेगा।
4. निविदा प्रपत्र हस्ताक्षर के बिना मान्य नहीं होगा। दरें अंकों एवं शब्दों दोनों में अंकित करनी होगी और कांट-छांट पर निविदादाता के लघु हस्ताक्षर होने चाहिये अन्यथा निविदा पर कोई विचार नहीं किया जाएगा।
5. निविदा से सम्बंधित किसी विवाद की स्थिति में न्याय क्षेत्र केवल बीकानेर होगा।
6. सफल निविदादाता को स्वीकृति आदेश प्राप्त होने की सात दिन में 2 लाख की निविदा तक 500 रुपये तथा 2 लाख से अधिक निविदा राशि पर 0.25 % की दर से गोन ज्यूडिशियल स्टाम्प पेपर पर अनुबन्ध करना होगा अन्यथा धरोहर राशि जप्त कि जा सकेगी।
7. किसी भी निविदा को अंशतः या पूर्णतः बगैर किसी कारण बताए निरस्त/अस्वीकार करने का पूर्ण अधिकार अधिष्ठाता, कृषि महाविद्यालय बीकानेर को होगा।
8. निविदादाता को किसी विशेष परिस्थिती में कार्य अधिष्ठाता, कृषि महाविद्यालय बीकानेर निर्देशा अनुसार करना होगा।
9. निविदा अवधि के दौरान कार्य संतोषजनक नहीं पाये जाने पर, महाविद्यालय द्वारा जारी तीन चेतावनी पत्रों के उपरान्त निविदाकार्य आदेश तुरंत प्रभाव से निरस्त कर उत्तरोत्तर सफल निविदादाता को कार्य आदेश दे दिया जाएगा।
10. निविदादाता को कार्यो के अनुभव की प्रामाणित फोटो कॉपी एवं पैन कार्ड अथवा सी. ए. ऑडिट बैलेन्स शीट की प्रति अनिवार्य रूप से उपलब्ध करानी है।
11. कार्य का निर्धारण अधोहस्ताक्षरकर्ता द्वारा समय समय पर दिये निर्देशानुसार होगा।
12. कार्य का भुगतान चेक द्वारा / ऑनलाइन किया जाएगा और नियमानुसार टैक्स आदि की कटौती की जाएगी।
13. निविदादाता को निविदा फार्म के साथ स्थाई आयकर खाता संख्या, आधारकार्ड एवं पंजियन प्रमाण पत्र की छाया प्रति संलग्न करनी होगी। सफल निविदादाता द्वारा कार्य आदेश प्राप्ति पश्चात समस्त कर्मियों की पहचान स्वरूप आधार कार्ड की छाया प्रति कार्यालय में प्रस्तुत करनी होगी।
14. यदि निविदा खोलनी एवं बचने की दिनांक को अवकाश रहता है तो निविदा, अगले कार्य दिवस को खोली/बिची जाएगी।

हम/मैं घोषणा करता हूँ/करते है कि मैंने/हमने निविदा फार्म के साथ संलग्न सभी शर्तों (1 से 14) को पूर्ण सावधानी पूर्वक पढी एवं समझी है और मैं/हम उन्हे स्वीकार करते है/करता हूँ।
मैं/हम उक्त सभी शर्तें एवं दरों के अनुसार उपरोक्त कार्य करने को तैयार हूँ/है।

दिनांक :

निविदादाता के हस्ताक्षर
मोहर सहित


16-8-24

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. DEFINITIONS:

- (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 **23/08/2024 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 to be 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.

1. 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 **31.03.2025** 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.

(i) 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.

...4...

(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 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.

(v) 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.

13. 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.

....5....



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 law 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.

21. 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 up to **23/08/2024 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.

....6....



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.

26. The decision of the Dean, College of Agriculture, Bikaner in all matters to the tender will be final and binding upon the tenderers.



DEAN
COLLEGE OF AGRICULTURE, BIKANER

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;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

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

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

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



Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

I/we possess the necessary professional, technical, financial and managerial resources and
competence required by the Bidding Document issued by the Procuring Entity;

1. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the
State Government or any local authority as specified in the Bidding Document;
2. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs
administered by a court or a judicial officer, not have my/our business activities suspended
and not the subject of legal proceedings for any of the foregoing reasons;
3. I/we do not have, and our directors and officers not have, been convicted of any criminal
offence related to my/our professional conduct or the making of false statements or
misrepresentations as to my/our qualifications to enter into a procurement contract within a
period of three years preceding the commencement of this procurement process, or not have
been otherwise disqualified pursuant to debarment proceedings;
4. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding
Document, which materially affects fair compete

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.

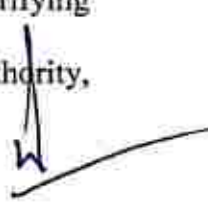
(4) Appeal not to lie in certain cases

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 appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of 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 No _____ of _____
Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant: _____

(a) Official address, if any: _____

(iii) Residential address: _____

2. Name and address of the respondent(s):

(i) _____

(ii) _____

(iii) _____

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

_____Supported by an affidavit)

7. Prayer:

Place _____

Date _____

Appellant's Signature

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.

(On the letter head of the Firm)

MANDATE FORM FOR BANKING DETAILS

Name of the Firm: -----

Registered /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. MICR No	
	f. RTGS/NEFT 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 been blacklisted by any Government Department/
Government Educational Institutions / Research Institute(s) during the last three years.

Authorized signatory of Bidder with Seal

Name-----

Designation-----

Place-----

Date-----



TENDER ACCEPTANCE LETTER

(To be given on Firm letter head)

Date:

To,
The Dean,
College of Agriculture,
SKRAU, Bikaner

Sub: Acceptance of terms and Conditions of tender.

Tender Reference No:-----
Name of the tender/work: -----

Dear Sir,

1. I/we have downloaded the tender documents for the above-mentioned Tender/work from the website (s) namely: -----

as per 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 from Page No. _____ to _____ (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/we hereby unconditionally accept the tender conditions of above mentioned tender document (s)/corrigendum(s) in its totality /entirety.

5. 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

