

Swami Keshwanand Rajasthan Agricultural University, Bikaner

No. F. 4(1-T)(4)/SKRAU/C/2025/1667

Date: 20-2-2025

CORRIGENDUM AND EXTENSION OF TENDER SUBMISSION DATE

This notification for extension of tender submission date is in continuation of NIB No.01/2024-25 (Annual Rate Contract for supply of different items) has rescheduled to extended the closing date for submission of tender from 20-02-2025 to 24-02-2025 till 5:00PM and EMD & other fees be submitted on 24.02.2024 upto 5.00 PM. The Tender Opening time 21-02-2025 is reschedule on 25-02-2025 at 3.00 PM.

COMPTROLLER

Signature valid



Digitally signed by Pawan Kumar
Kaswan
Designation : Controller Finance
Date: 2025.02.20 18:04:00 IST
Reason: Approved

RajKaj Ref No.: 13740630

Swami Keshwanand Rajasthan Agricultural University, Bikaner

No. F. 4(1-T)(4)/SKRAU/C/2025/1636

Date: 07-02-2025

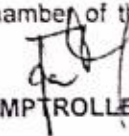
NIR No 01/2024-25

Annual Rate Contract for supply of different items

Proposals for Annual Rate Contract from indigenous original manufacturers and Indian sole distributors of imported items for the supply of equipments/ chemicals/ Glass wares and Plastic wares/Miscellaneous items for use of Laboratories/ agriculture farms etc. required for Agriculture/Home Science/other colleges, research stations/sub-stations/ KVK farms and other units of SKRAU for a period of one year, are invited for the following categories of items separately. Supplies shall have to be made to the units under the jurisdiction of the Swami Keshwanand Rajasthan Agricultural University, Bikaner in the state by the manufacturers directly or through their authorized dealers as mentioned below:

Category No.	Categories of items under rate contract, for which separate proposal form is required to be submitted	Estimated cost	EMD	Tender form fees (Including 18%GST)	RISL Fees
1.	Equipments, instruments, teaching/AV aids, P.A. systems, video conferencing system, digital podium for smart classroom, data projector, Lecture capture etc- Indigenous and imported	1.00 crore	2.00 lacs	1180	1500
2.	Chemicals, Glass wares, Plastic wares (liquid handling system of plastic ware) etc.- Indigenous and imported	1.00 crore	2.00 lacs	1180	1500
3.	Miscellaneous items – Indigenous and imported farm implements, stabilizers, UPS, Inverters, battery, pressurized irrigation systems, poly/green house/shed net house (Different shading percentage), experimental farm utility items like different type seed packing material	1.00 crore	2.00 lacs	1180	1500

The detailed terms and conditions of the rate contract and proposal form are available on the university website www.raubikaner.org, www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in for downloading. The proposals should be uploaded on 20.02.2025 upto 5:00 pm. The separate Bankers Cheque/Demand draft for earnest money, tender form fees as mentioned above will be prepared in favour of the Comptroller, SKRAU, Bikaner while Bankers Cheque/Demand draft for processing fee will be prepared in favour of the M.D. RISL, Jaipur, are to be submitted in this office upto 5.00 pm on 20.02.2025. The tenders shall be opened on the 3.00 pm on dated 21.2.2025 in the chamber of the undersigned.


COMPTROLLER

LIST OF DOCUMENTS TO BE ATTACHED AS ANNEXURES

SN	Documents	Particulars
1.	RC FORM	Proposal for rate contract duly filled up
2.	EMD	Rs.2,00,000/- (Refundable)
3.	TENDER FEES	Rs 1000 fees + 180 GST=Total 1180) (Not refundable)
4.	PROCESSING FEES	Rs.1500/- (Not refundable)
5.	ANNEXURE I	Quality certificates
6.	ANNEXURE II	Industry deptt. certificate
7.	ANNEXURE III	Self declaration certificate for indigenous items for own manufacturing
8.	ANNEXURE IV	Undertaking for AMC
9.	ANNEXURE V	Printed price list
10.	ANNEXURE VI	Catalogue & Specification brochures
11.	ANNEXURE VII	Self declaration of list of Brands
12.	ANNEXURE VIII	Self declaration for sole distributorship
13.	ANNEXURE X	Lowest price certificate
14.	ANNEXURE XI	Declaration for DGS&D rate contract
15.	ANNEXURE XII	Authorized Dealer certificate
16.	ANNEXURE XIII	Authorized distributorship certificate from the foreign principal for imported items
17.	ANNEXURE XIV	Registration certificate from the deptt. of central excise & custom duty
18.	ANNEXURE XV	Turn over certificate duly verified by appropriate authority
19.	ANNEXURE XVI	Any other document/certificate

Signature of Authorized Signatory

Designation

Seal

Place

Date

[Handwritten signatures and initials]

[Handwritten checkmark]

Swami Keshwanand Rajasthan Agriculture University, Bikaner

(See Rule 20)

TENDER FORM

I. Tender for

(Name of the particulars for which the tenders is submitting)

II. Name, Tel. No. and postal address of the firm submitting the tender

.....

.....

III. Addressed to

.....

IV. Reference

V. The tender fee amounting to ₹ date has been deposited vide cash receipt

No. and pay order/DD No. date

VI. We agree to abide by all the conditions mentioned in Tender Notice Number date
issued by 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 mentioned therein). VII. The rates for the supply of following items are as under
and the quantity to be supplied noted against each:

S. No.	Name of article with specification	Rate (₹) Price (inclusive of excise duty, cartage, packing etc.) Central Sales Tax, Rajasthan Sales Tax, Octrio, if any, Less (is sount/rebates Net Price	Rebate to Academic Institutes

VIII. Goods will be delivered within a period of Price (inclusive of excise duty of firm
order/goods will be delivered as under:-

Quantity Period /Date if any

IX. The rates quoted above are valid upto The period can be extended with mutual
agreement.

X. Bank Draft/Bankers Cheque No. Date ₹ Drawn on

..... (Name of the Bank)/Cash Receipt No. dated

..... ₹ to cover earnest money is enclosed.

XI. The Income Tax Clearance Certificate, Sales Tax Registration, TIN Number and Sales Tax Clearance
certificate are submitted herewith.

XII. Declaration on manufacturer/Dealer etc. is also enclosed.

Encl.: ...



SIGNATURE OF TENDERER

With Seal

SWAMI KESHWANAND RAJASTHAN AGRICULTURAL UNIVERSITY, BIKANER

FORM FOR ANNUAL RATE CONTRACT

(TO BE PLACED AS FIRST TWO PAGES OF THE PROPOSAL DOCUMENT IN FIRST ENVELOP)

1. NAME AND FULL ADDRESS OF THE PROPOSING FIRM -

Tel. No. -

Fax -

Email -

2. NAME AND FULL ADDRESS OF MANUFACTURER -

Tel. No. -

Fax -

Email -

3. PROPOSAL FOR RATES (AS ANNEXURE V) AND DISCOUNT AS PER ANNEXURE VI) FOR APPROVAL ON RATE CONTRACT FOR CATEGORY(S) (Tick mark):

EQUIPMENTS etc.

CHEMICALS, GLASSWARE etc.

MISCELLANEOUS ITEMS

4. MANUFACTURING TYPE (Tick mark):

Imported/

Indigenous/

Both

5. NAME OF BRAND (s) proposed for approval (Annexure VIII):

Imported:

Indigenous:

It is certified that I/we have carefully read and understood all the General and specific terms & conditions of this RC and agree to abide by all of them. All the information and commitments provided with this RC document are truthful and binding on the firm.

Signatures of Authorized Signatory

Designation

Seal

Place

Date

The block contains several handwritten signatures and marks. On the left, there are two distinct signatures, one above the other. To the right, there is a signature with a long horizontal line extending to the right, and below it, a checkmark.

SELF-DECLARATION OF LIST OF ITEMS

Annexure III

I,(name),
.....(designation), for and on behalf of
M/S.....(name of the firm), hereby, declare that
the following list of items are manufactured indigenously by our firm, manufacturing of
which has been certified by the industries department/equivalent competent authority. **Items
mentioned in this declaration should only be approved for Rate Contract.**

List of Items:

Signatures of Authorized Signatory
Designation
Seal
Place
Date

UNDERTAKING

Annexure IV

I,(name),
.....(designation), for and on behalf of
M/S.....(name of the firm), hereby,
solemnly affirm to give undertaking that I (we), after the expiry of guarantee period, if
required, shall be responsible for annual maintenance of the supplied
items/equipments throughout their life span with reasonable charges and in any case
will not demand AMC charges at the rates higher than what we would be charging
from our customers whether Govt./Semi-Govt. or Private Institutions/Organizations in
the country. We also give an undertaking that we will arrange all spare parts of the
quoted/supplied model during the period of its annual maintenance and the rate of
such spare parts shall not be higher than our published price list.

Signatures of Authorized Signatory
Designation
Seal
Place
Date

SELF-DECLARATION OF LIST OF BRANDS

Annexure VII

I,(name),(desi
gnation), for and on behalf of
M/S.....(name of the firm), hereby,
declare that the following list of brands, we wish to be approved:

List of Indigenous Items (one manufacturer only):

List of Imported Items (Maximum of five manufacturers only):

Signatures of Authorized Signatory
Designation
Seal
Place
Date

[Handwritten signatures and marks]

Annexure VIII

CERTIFICATE

I,.....(name),.....(designation), for and on behalf of M/s.....(name of the firm), hereby, certify that our firm is authorized sole distributor in India or for SKRAU for the imported items which are included in the price list enclosed as Annexure V and the certificates to this effect from the foreign Principals are enclosed as annexure XIII.

Signatures of Authorized Signatory
Designation
Seal
Place
Date

Annexure X

"LOWEST PRICE" CERTIFICATE

I,.....(name),.....(designation), for and on behalf of M/S.....(name of the firm), hereby, certify that the firm mentioned above will not charge or quote lower price than the price list submitted as Annexure V to any other purchaser or agency or institute in India and that the prices offered are the lowest of those offered by us in the country.

Signature of Authorized Signatory
Designation
Seal
Place
Date

Annexure XI

CERTIFICATE

I.....(name),.....(designation), for and on behalf of M/S.....(name of the firm), hereby, certify that none of the items included in the price list, submitted as annexure V stand approved under DGS&D rate contract. Due care has been taken to see that such items approved by DGS&D stands clearly indicated/deleted. If during the validity of this annual rate contract any item is approved by DGS&D the same shall be informed to the University immediately to be deemed as deleted from the price list.

Signature of Authorized Signatory
Designation
Seal
Place
Date

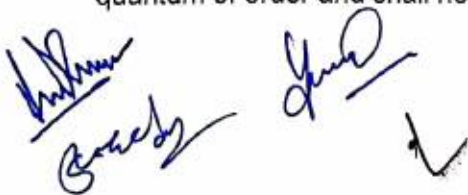
[Handwritten signatures and a checkmark]

General and Specific Terms and Conditions of the Rate Contract

1. The general and specific terms and conditions for this rate contract (RC) should be read thoroughly and strictly followed while submitting the proposals. Offer of any firm not submitting documents as mentioned in "Terms & Conditions" shall not be considered for Rate contract.
2. Rate Contract form should be completely filled and authenticated by the authorized signatory. RC Form should be attached as first two pages of the proposal, followed by Annexure. There is no need of any forwarding letter.
3. The University may send a team to inspect any premise of Indian Manufacturer and if any thing is found wrong regarding manufacturing quality and genuineness as submitted with the proposal, the total expenses accrued on inspecting team will be levied on the manufacturer firm and appropriate legal action may be taken simultaneously and contract of such manufacturers of indigenous/imported item suppliers shall be cancelled.
4. Manufacturer's current printed & bound price list should be enclosed as *Annexure V*. No loose or spiral bound price list will be accepted.
5. Rates quoted in Indian rupee only will be accepted. All alterations in the rates should be signed in ink failing which the proposal will not be considered. Those, who are able to demonstrate the models of the proposed items/equipments, if so desired by the consignee before placement of supply order, should only, submit proposals.
6. Category/item wise applicable Quality Certificates such as ISI/ISO 9001/ISO 14001/CE/USFDA/NABL/ etc.(given as under) should be essentially submitted with the rate contract as *Annexure I* (add sub-number as 1a, 1b, 1c, 1d,1e....) without which No proposal shall be considered.
 - a. Lab equipment and instruments
 - b. Analytical instruments
 - c. Microscope
 - d. Chemicals
 - e. Glassware
 - f. Plasticware
 - g. Liquid handling made from PVDF plastic made
 - h. Agriculture/Home science implements, stabilizers,UPS, Inverter and irrigation systems
7. In case of indigenous manufacturers, a certificate from Industries Department/Equivalent competent authority, enlisting the items being manufactured as an evidence of being genuine manufacturer/original manufacturer (duly translated in English or Hindi) should be essentially submitted by the indigenous manufacturers along with the proposal as *Annexure II* and a self declaration certificate as *Annexure III*. In absence of these certificates, the proposal shall not be considered for approval.

The bottom left of the page contains several handwritten signatures in blue ink. There are three distinct signatures, with the largest one being a cursive signature. To the right of these signatures is a large checkmark.

8. Any item not manufactured by the firm, if found in the price list, shall be treated as invalid however in case the firm has pre printed price list having such items already included, the firm should not honour orders of such items if placed by mistake
9. In case of imported items, proposals may be submitted by the Indian sole authorized distributor or authorized distributor for SKRAU on behalf of foreign principal or its office based in India. In case of the proposal being submitted by the sole authorized distributor for India/SKRAU, a certificate from the foreign principal addressed to the Comptroller, S. K. Rajasthan Agricultural University, Bikaner (Raj.), is required to be attached stating the details of sole authorized distributor for SKRAU as *Annexure XIII*. In the absence of this certificate, offer of imported items shall not be considered and shall be rejected. No multiple authorizations be given by the Principal.
10. Sole distributor should submit rate list approved by the principal in case of foreign items confirming that rates are in agreement with principals original price list and rates given are not exaggerated.
11. Brands of the items (separately for Indigenous and Imported) proposed to be approved as per the price list should be listed as *Annexure VII*. Any brand manufactured/supplied, other than those listed in *Annexure VII* shall not be considered for Rate Contract.
12. If any of the items of the price list submitted are approved on DGS&D rate contract, the same should be clearly indicated. If during the validity of this Annual Rate Contract any item is approved by DGS&D, the same should be informed to the university, which shall be immediately deemed as deleted from the price list. A certificate is also required declaring that none of the items included in the price list stands approved under DGS&D rate contract as *Annexure XI*.
13. It would be mandatory to provide one year's complete guarantee/ warranty of the equipment/instrument/implement/items of permanent nature supplied after installation with replacement clause (in case repairs do not bring the equipment back to the new and original shape and performance status).
14. The firm submitting the proposal shall give an undertaking as *Annexure IV* to the effect that it shall, after the expiry of guarantee period if required, be responsible for annual maintenance of the items/equipments supplied throughout its life span with reasonable charges. In any case it will not demand AMC charges at the rate higher than what they have been charging to other customers such as Govt. /Semi-Govt. or Private Institutions/Organizations. They should also give an undertaking as *Annexure IV* that they will arrange all spare parts of the proposed items during desired period of its annual maintenance and the rate of such spare parts shall not be higher than company price list published during the relevant year.
15. The University is authorized for availing custom duty/excise duty exemption as per rules on scientific equipments and hence, the rates should be submitted accordingly by showing **excise duty/ custom duty extra**. Necessary exemption certificates and documents shall be provided by the DDOs.
16. Registration certificates from the departments of Central Excise and Customs duty have to be submitted as *Annexure XIV* without which no proposal will be considered.
17. Approval of the Annual Rate Contract shall not amount to any minimum quantum of order to be given to the firm. The university does not guarantee placement of any quantum of order and shall not entertain liability of any kind on this account.

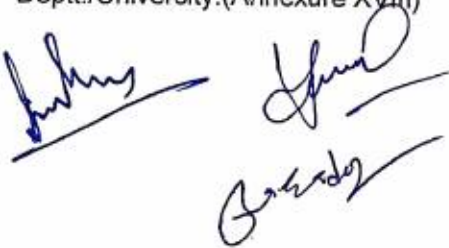
The block contains several handwritten signatures in blue ink. On the left, there is a signature that appears to be 'Bachy' with a horizontal line underneath. To its right, there is another signature that looks like 'Gandhi' with a horizontal line underneath. Below these, there are some additional scribbles and a small checkmark-like mark.

18. Supplier shall owe the sole and complete liability of safe handover of goods to the stores/any other place specified by the consignee after arrival of goods at the destination. Replacement of goods for any breakage/loss/damage during transit shall be mandatory at the cost and risk of the firm/supplier.
19. Stores shall be required to be supplied and installed at the premises of the consignee. No other charges such as octroi, packing, forwarding, freight, insurance, loading and unloading clearance, installation and commissioning, orientation for handling and operation of the instruments/equipments etc. will be allowed.
20. It shall be sole liability of the billing agency, whether it is Authorized dealer/supplier/manufacture, to fulfill/honour all **general and specific terms and conditions of this rate contract**.
21. Once submitted, the firm submitting the proposal will not be allowed to withdraw his offer nor shall he be allowed to make any midterm upward revision. In such a situation, the matter shall be dealt with as breach of terms and conditions of the contract. EMD shall be forfeited if the firm fails to honour the contract.
22. "Lowest Price Certificate" is to be given by the firm/manufacture declaring clearly that it will not charge lower price from any of the government institute is situated in India under the rate contract than the price list including discount submitted with this proposal. In case the rate of discount is increased of the supply made at the rate lower than the approved rates mentioned in the price list/offer to any government institute in India under the rate contract by the manufacture or own their behalf during the contract period than such benefit will have to be extended to the concerning purchasing authority of this University from the date of such revision as Annexure – X
23. Any firm or its representatives filing the rate contract proposal may be present at the time of opening of the rate contract offer if so desired.
24. The firms making any down ward revision of prices or upgrading of product (better/higher specifications) at the same price shall have to inform the university immediately. Upgraded product(s) with higher prices shall not be approved during the current rate contract.
25. Approved Rates shall be valid for one years from the date of issue of RC order, which can be extended for a specific period on mutual agreement. Proposals valid for a shorter period shall be rejected.
26. Payment against Bill/invoice shall be released only after supply and/ or installation and observance of satisfactory performance of the equipment. No interest will be payable on the delayed payment for any reason, what so ever. Payment will be made directly to the agency to which orders have been placed through Demand Draft/Cheque. No request for other mode of payment will be entertained.
27. EMD will be released after completion of all contractual obligations by the firm/organization. This can be withheld or forfeited in full or in part in case the order is not executed satisfactorily within the stipulated period or necessary servicing/maintenance of the equipment within the guarantee period is not undertaken to the best satisfaction of the user/University.
28. The supply orders will be replaced to original manufacture or authorized distributors. The manufacture of authorized distributors will execute the order and submit the bill.





29. The consignee, on getting a request from the supplier, with genuine reasons, shall be authorized (not bound) to extend the validity of supply period. However, for any delay in the supply of goods by the specified/extended date, a liquidated damage will be charged as per agreement clause (s) for which the item under rate contract is supplied after the specified dates given in the supply order/extended subsequently.
30. Turn over certificates, duly verified by appropriate authority viz chartered accountant etc. for the last three years should be submitted as mentioned under:
- Imported Equipment: Turnover of the original manufacturer or distributor of foreign principal based in India should not be less than Rs.10 crore per year for last 3 years (year 2021-22,2022-23 & 2023-24). Audited report have to be enclosed duly verified by CA with copy of ITR.
 - Indigenous equipment: Turnover of the indigenous manufacturers should not be less than Rs.3.00 Crore per year for last 3 years (year 2021-22,2022-23 & 2023-24). Audited report have to be enclosed duly verified by CA with copy of ITR.
 - The manufacturer can appoint his authorized distributors whose turnover must be over Rs. 1.00 Crore per year for last 3 years. Audited report of the distributor are also to be submitted dully verified by CA with copy of ITR.
31. Catalogue(s) and specification brochures, if not included in the price list, should be attached separately as *Annexure VII*.
32. Any other document/information, which the proposer wishes to submit, may be attached at the end as *Annexure XVII*.
33. Proposals received after expiry of due date and time will be rejected.
34. The University reserves the right to consider any proposal in whole or in part or reject without assigning any reason.
35. The jurisdiction for any dispute regarding RC shall be Bikaner only.
36. Certificate of no any case pending against the firm in the Honorable Court. Also a certificate by the firm that the firm is not black listed by any Govt. Deptt./University.(Annexure XVIII)



COMPTROLLER

AGREEMENT

(See Rule 28)

An agreement made this _____ day of _____, between _____ (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the Rajasthan Agriculture University, Bikaner (hereinafter called "the University" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

1. Where as the approved supplier has agreed with the university to supply to the _____ of SK Rajasthan Agriculture University as its Head Office as well as at various units throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column _____ of the said schedule.

2. And whereas the approved supplier has deposited a sum of Rs. _____ in _____ Cash/Bank Draft/Bankers Cheque No. _____ dated _____

3. Now these presents witness;

(1) In consideration of the payment to be made by the University through _____ at rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in _____ and _____ thereof in the manner set forth in the conditions of the tender and contract.

(2) The conditions of the tender and contract for open tender enclosed to the tender notice No. _____ dated _____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

(3) Letters Nos. _____ received from tenderer and letters nos. _____ issued by the university and appended to this agreement shall also form part of this agreement.

(4) (a) The University do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the University will through _____ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(4) (b) The mode of payment will be as specified below -

1. _____
2. _____
3. _____

4. The delivery shall be effected and complete within the period noted below from the date of supply order:-

S.No. Items Quantity Delivery Period

2.

5. (1) (i.) 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 :-

- (a) Delay upto one fourth period of the prescribed delivery period 2.5%
- (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period 5.0%
- (c) Delay exceeding one half but not exceeding three fourth of the prescribed delivery period 7.5%
- (d) Delay exceeding three fourth of the prescribed delivery period 10.0%

NOTE: i) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

ii) The maximum amount of agreed liquidated damages shall be 10%.

iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

(2) Delivery period may be extended with or without liquidated damages 'f the delay in the supply of goods is on account of hinderences beyond the control of the tenderer.

6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the R.A.U. and the decision of the S. K. R.A.U. shall be final.

In witness whereof the parties hereto have set their hands on the _____ day of _____

Signature of the approved supplier
with Stamp



COMPTROLLER
SWAMI KESWANAND RAJASTHAN AGRICULTURAL UNIVERSITY
BIKANER

Date: Date :

Witness No. 1 Witness No. 1

Witness No. 2 Witness No. 2

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 or 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 obligation, or compliance with applicable laws and regulations.

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 :

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

Date :

Place :

Signature of bidder

Name :

Designation :

Address :

The block contains several handwritten signatures in blue ink. One signature is written over the 'Date' field, another over the 'Place' field, and a third is written below the 'Address' field. There are also some scribbles and a checkmark-like mark below the signatures.

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 RPPP 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 authorized 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.

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

The block contains several handwritten signatures in blue ink. On the left, there is a signature that appears to be 'Anil Kumar' with a horizontal line underneath. Below it is another signature that looks like 'Gautam'. To the right of these, there are two more signatures, one above the other, both with horizontal lines underneath. The top one is somewhat illegible but appears to be 'Sudhakar' and the bottom one is 'Rajesh'.

FORM No. 1
(See rule 83)

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

Appeal No..... of

Before the (First/Second Appellate Authority)

1 Particulars of Appellant :

(i) Name of appellant:

(ii) Official address, if any

(i) 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:

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.

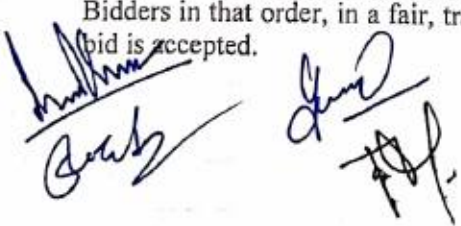
If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

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 50% 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.



Handwritten signatures and initials are present at the bottom of the page, including a signature on the left and initials on the right.