

## LIMITED BID INTRODUCTION

1-	The number of the invitation to Bid is	: NIB NO. 03. Dated 29-07-2022
2-	The Procuring Entity is	: Principal, Government Dungar College Bikaner
3-	The Goods to be procured are & Period	:Procurement of Canteen amount 2,00,000 for Principal (GDC) FOR ONE YEAR
4-	For clarification purposes only,the Procuring Entity's address is	: Principal, Government Dungar College Vyas Colony, Bikaner 334001 Email: dungarcollegebikaner334001@gmail.com Phone No. 0151-2528036
5-	The language of the Bid is	:English& Hindi
6-	The bidder shall submit with its bid	:Mentioned at Bid Check list
7-	Receiving of Bids Documents by Bidder	Up to 05:00 PM on 04-08-2022 on Rajasthan Government's Portal <a href="http://www.spp.rajasthan.gov.in">www.spp.rajasthan.gov.in</a> OR COLLEGE WEBSITE <a href="http://www.hte.rajasthan.gov.in/college/gcbikaner/">www.hte.rajasthan.gov.in/college/gcbikaner/</a>
8-	Submission of Bids	:Up to 12:00 PM on 05-08-2022 at Principal Government Dungar College Bikaner
9-	Opening of Bids	:At 02:00 PM on 05-08-2022 At Office of Principal Government Dungar College bikaner

12- (a) The Designation and Address of First Appellate Authority- Commissioner, College Education department Jaipur

(b)The Designation and Address of Second Appellate Authority – Secretary, Higher and Technical Education department Rajasthan, Jaipur

I/We ( Name of the person) in the capacity of (Designation as bidder have read the introduction, NIB and all the condition of Bid annexed here to carefully and agree to abide by all the condition and have digitally signed and serially numbered all the pages in token of acceptance thereof, details of the bidding firm/company are as below:

Signature of bidder with seal

राजस्थान सरकार

कार्यालय प्राचार्य, राजकीय डूंगर महाविद्यालय, बीकानेर

बोली प्रपत्र केन्टीन संचालन हेतु

सीमित निविदा सूचना संख्या 03/22-23 धरोहर राशि - 4000/-

निविदा प्रपत्र डाउनलोड करने की तिथि- 29.07.2022 से 04.08.2022

निविदा प्रपत्र प्राप्त करने तिथि- 05.08.2022 दोपहर 12.00 बजे,

निविदा प्रपत्र खोलने की तिथि- 05.08.2022 दोपहर 02.00 बजे,

1	बोलीदाता/फर्म का नाम	
2	डाक का पता मय मोबाईल नम्बर	
3	ई-मेल	
4	बैंक का नाम मय आईएफएससी कोड	
5	खाता संख्या	
6.	फर्म का पंजीयन नम्बर	
7	जीएसटी नम्बर (यदि फर्म जीएसटी धारी हो तो)	
8	आयकर (पैन नम्बर)	
9	धरोहर राशि रू 4000/- का बैंकर चैक/ डी.डी का विवरण	

केन्टीन संचालन हेतु दरें निम्नानुसार हैं

S. No.	Name of article	Monthly Rent	
		राशि (अंकों में)	राशि (शब्दों में)
1	2		
1	केन्टीन संचालन हेतु मासिक किराया (न्यूनतम 15000/- प्रति माह)		

## निविदा, नियम व शर्तें केन्टीन बोली वर्ष 2022-23

1. केन्टीन संचालन का ठेका बंद लिफाफे में प्राप्त सीमित निविदा पद्धति द्वारा किया जायेगा। निविदा अधिकतम राशि देने वाले के पक्ष में छोड़ी जायेगी। ठेकेदार केन्टीन किराया पानी, बिजली, फर्नीचर का किराया प्रारंभिक न्यूनतम 15000/- प्रतिमाह या इससे अधिक देगा। उन्ही की बोली पर विचार किया जायेगा।
2. निविदा प्रपत्र के साथ फर्म/ ठेकेदार को अपना आधार कार्ड, पैन कार्ड एवं व्यावसायिक प्रमाण पत्र आवश्यक रूप से संलग्न करना होगा।
3. केन्टीन संचालन की अवधि एक वर्ष होगी। कार्य संतोषप्रद नहीं होने पर अद्योहस्ताक्षरकर्ता द्वारा ठेका निरस्त किया जा सकता है।
4. केन्टीन भवन उसके सामान व फर्नीचर की जिम्मेदारी ठेकेदार की होगी।
5. निविदा द्वारा ठेके की स्वीकृति प्रक्रिया में वही व्यक्ति भाग ले सकता है जो रुपये 4000/- का बैंकर चैक/ डी.डी धरोहर राशि के रूप में जो प्राचार्य राजकीय डूंगर महाविद्यालय, बीकानेर के नाम से होगा, जमा करवायेगा। उच्चतम दरदाता तथा ठीक उसके नीचे की दो निविदा दाताओं के अलावा अन्य निविदा दाताओं को धरोहर राशि उसी समय वापस लौटा दी जायेगी। धरोहर राशि नकद रूप में स्वीकार्य नहीं होगी।
6. सफल बोलीदाता जिसके पक्ष में दर स्वीकृत की जायेगी को अनुबन्ध के साथ तीन माह का किराया अग्रिम जमा करवाना होगा (जिस पर कोई ब्याज देय नहीं होगा)। प्रत्येक माह के लिए माह के अन्त में किराया जमा करवाना होगा। यदि किराया अगले माह के 10 तारीख तक जमा नहीं करवाया जाता है तो अग्रिम किराया राशि जब्त कर केन्टीन खाली कराने की कार्यवाही अमल में लाई जायेगी। अग्रिम राशि निविदा समयावधि समाप्त होने के पश्चात लौटायी जायेगी।
7. सफल बोलीदाता जिसके पक्ष में दर स्वीकृत की जायेगी को नियम-7 राजस्थान खाद्य मिलावट निरोधक नियम 1957 के अनुसार सम्बन्धित विभाग से खाद्य अनुज्ञा पत्र अधिकतम 15 दिवस में प्रस्तुत करना होगा। जिसकी शपथ पत्र में स्वघोषणा देनी होगी। तत्पश्चात ही केन्टीन संचालन का कार्यादेश जारी किया जायेगा।
8. ठेकेदार द्वारा अनुबन्ध का निष्पादन 500 रुपये का नॉन ज्यूडिशियल स्टाम्प अपने स्वयं के व्यय के साथ अनुबन्ध (करार) का निष्पादन करना होगा।
9. ठेके की अवधि कार्यादेश से 1 वर्ष तक होगी। अवधि समाप्त होने पर ठेकेदार को बिल्डिंग तुरन्त खाली करवा कर प्राचार्य को संभलवानी होगी। ठेकेदार/फर्म का कार्य संतोषजनक होने पर कार्यालय एवं संचालक की आपसी सहमति के आधार पर इसमें आगे वृद्धि की जा सकती है।
10. सफल बोलीदाता जिसके पक्ष में दर स्वीकृत की जायेगी यदि जीएसटी दायरे में नहीं आती है, को जब कभी आवश्यक हो जीएसटी में पंजीकरण करवाकर प्रमाणपत्र उपलब्ध करवाना होगा। जिसकी शपथ पत्र में स्वघोषणा देनी होगी।
11. सफल बोलीदाता जिसके पक्ष में दर स्वीकृत की जायेगी को फर्म / ठेकेदार के विरुद्ध किसी भी प्रकार की न्यायिक जाँच प्रस्तावित या लम्बित नहीं होने का शपथ पत्र देना होगा।
12. उच्चतम दर एक समान होने पर निर्धारित तिथि को आमंत्रित कर कमेटी एवं प्रतिनिधियों के समक्ष लॉटरी द्वारा चयन किया जायेगा।
13. ठेकेदार को ठेके अनुसार बेचे जाने वाली सामग्री हर समय उपलब्ध रखनी होगी तथा बेची जाने वाली वस्तुओं की कीमत बोली में अंकित विवरणानुसार कमेटी द्वारा निर्धारित की गयी दरों के अनुसार रहेगा।
14. केन्टीन में सफाई की समुचित व्यवस्था रखनी होगी तथा पीने का स्वच्छ जल भी रखना होगा। गर्मियों में ठण्डे जल की व्यवस्था करनी होगी।

15. बिना प्राचार्य की आज्ञा के ठेकेदार केन्टीन में किसी प्रकार का निर्माण कार्य नहीं करवा सकेगा।
16. केन्टीन का कार्यकाल प्रातः 6.00 बजे से सांय 7.00 बजे तक होगा इस पश्चात या पूर्व केन्टीन खोलने हेतु प्राचार्य से लिखित आज्ञा लेनी आवश्यक होगी।
17. केन्टीन में केवल व्यवसायिक गैस (एल.पी.जी.) प्रयोग में लाई जावे न कि मिट्टी का तेल, कोयला आदि। ठेकेदार द्वारा बिजली हीटर/इण्डक्शन काम में नहीं लिया जायेगा। वस्तुएँ ठण्डी रखने हेतु फ्रीज अथवा वस्तुएँ गर्म रखने हेतु माइक्रोओवन काम में लिया जा सकता है। यह ठेकेदार की व्यक्तिगत जिम्मेदारी होगी।
18. ठेकेदार द्वारा नियुक्त रसोईये तथा वेटर की ड्रेस साफ-सुथरी होनी चाहिए। बाल श्रमिक की सेवाएँ लिए जाने पर प्रतिबंध होगा।
19. खाद्य सामग्री ताजी तथा प्रतिदिन तैयार की जानी चाहिए। साथ ही वे सही गुणवत्ता की होनी चाहिए।
20. केन्टीन में किसी भी प्रकार के गुटखे, बीडी, सिगरेट या अन्य मादक पदार्थों का विक्रय नहीं किया जावेगा। केन्टीन में केन्द्रीय महिला एवं बाल विकास मंत्रालय, भारत सरकार एवं राजस्थान सरकार के आदेशानुसार प्रतिबंधित जंक फूड एवं पेय सामग्री का क्रय विक्रय किया जाना प्रतिबंधित होगा। निर्धारित संलग्न सामान सूचि के अतिरिक्त किसी भी तरह का क्रय विक्रय नहीं किया जायेगा। सामग्री दर सूचि का डिस्पले कैटिन में स्पष्ट रूप से चस्पा करना होगा।
21. केन्टीन में किसी प्रकार की राजनैतिक एवं गैर राजनैतिक गतिविधियाँ नहीं की जायेगी।
22. महाविद्यालय का कार्यरत कर्मचारी अथवा नियमित छात्र केन्टीन का बोली में भाग नहीं ले सकेगा तथा न ही ठेकेदार किसी कार्यरत कर्मचारी अथवा नियमित छात्र को नौकर रख सकेगा।
23. केन्टीन इसके लिये निर्धारित केन्टीन भवन में चलानी होगी।
24. केन्टीन में चाय कॉफी आदि हेतु चीनी मिट्टी की क्रॉकरी ही उपयोग में लानी होगी। प्लास्टिक का उपयोग नहीं करें।
25. प्राचार्य के आदेश बिना निर्धारित समय से पूर्व केन्टीन बन्द नहीं की जावेगी। यदि बिना आज्ञा बन्द की गई तो प्राचार्य को उचित जुर्माना करने का अधिकार होगा, जो किराये की अग्रिम राशि से काट लिया जावेगा।
26. प्राचार्य /कमेटी को बिना कारण बताये बोली निरस्त करने का पूर्ण अधिकार होगा।
27. खाद्य सामग्री की गुणवत्ता मानक मापदण्डों के अनुसार ही होनी चाहिए।
28. केन्टीन के अन्दर किसी भी प्रकार की टूट-फूट, आगजनी, दुर्घटना एवं लड़ाई-झगड़े के दौरान किसी भी प्रकार की हानि अथवा न्यायालय प्रकरण एवं विवाद की स्थिति उत्पन्न होती है, तो उसकी सम्पूर्ण जिम्मेवारी सफल बोलीदाता की होगी।
29. महाविद्यालय के एनसीसी शिविरों व अन्य कार्यक्रमों में अल्पाहार की आवश्यकता अनुसार व्यवस्था महाविद्यालय कमेटी द्वारा निर्धारित दर पर करने की जिम्मेवारी भी स्वीकृत बोलीदाता की होगी।
30. महाविद्यालय के एनसीसी शिविरों व अन्य कार्यक्रमों में भोजन की व्यवस्था हेतु कमेटी एवं संचालक के मध्य आवश्यक विचार विमर्श कर आवश्यकतानुसार उसी समय पूर्व में दरे तय की जायेगी। महाविद्यालय कमेटी एवं संचालक द्वारा निर्धारित दर पर व्यवस्था करने की जिम्मेवारी भी स्वीकृत बोलीदाता की होगी।
31. निविदा प्रारूप नीली/काली स्याही के बॉलपैन से या टकण से ही भरा जाएगा। पैसिल से भरी गयी किसी भी निविदा पर विचार नहीं किया जाएगा। निविदादाता निविदा के प्रत्येक पृष्ठ पर हस्ताक्षर करेगा तथा अन्त में निविदा की समस्त शर्तों को स्वीकार करने के प्रमाण में हस्ताक्षर करेगा।
32. दरे शब्दों एवं अंकों में लिखी जाएगी। इसमें कोई त्रुटियाँ (Errors) एवं उपरिलेखन नहीं होना चाहिए। यदि कोई शुद्धियाँ करनी हो तो स्पष्ट रूप से की जानी चाहिए एवं दिनांक सहित उन पर लघुहस्ताक्षर किये जाने चाहिए। अंकों एवं शब्दों में लिखी दरों में भिन्नता पाये जाने पर शब्दों में लिखी दरें मान्य होगी।

33. भरी हुई निविदायें दिनांक 05.08.2022 को 12.00 पीएम तक आवश्यक रूप से कार्यालय में जमा करवानी होगी। निश्चित समय के बाद प्राप्त होने वाली निविदाओं को स्वीकार नहीं किया जायेगा।
34. बोली दिनांक 05.08.2022 को 02.00 पी.एम. पर कार्यालय में उपस्थित बोलीदाता/संवेदक या उनके अधिकृत प्रतिनिधि के समक्ष इस हेतु गठित समिति द्वारा खोली जायेगी।
35. किसी बोली को स्वीकार/अस्वीकार करने या किसी बोली को निरस्त करने का अधिकार इस हेतु गठित समिति के पास सुरक्षित होगा।
36. सामग्री की निर्धारित दरों की राशि में कमी/बेशी करने का अधिकार विभाग के हित में इस हेतु गठित समिति के पास सुरक्षित होगा।

हस्ताक्षर बोलीदाता मय सील

मैं/हम प्राचार्य, राजकीय डूंगर महाविद्यालय, बीकानेर द्वारा जारी की गई बोली आमंत्रण सूचना में वर्णित सभी शर्तों से तथा संलग्न बोली दस्तावेजों में दी गई सभी शर्तों से बाध्य होना स्वीकार करने के लिये सहमत हूँ।

हस्ताक्षर बोलीदाता मय सील

## कार्यालय प्राचार्य, राज. डुंगर महाविद्यालय, बीकानेर

बोलीदाताओं को वर्ष 2022 हेतु निम्न सामग्री का विक्रय कमेटी द्वारा निर्धारित नीचे अंकित दर एवं मात्रा अनुसार करना होगा :-

क्र.सं	वस्तु का नाम	मात्रा	मूल्य रू.
1	चाय का कप (अच्छी क्वालिटी) जैसे-धनसेरी,टाटा चाय	150 एम.एल	10.00
2	चाय का कप (अच्छी क्वालिटी) जैसे-धनसेरी,टाटा चाय	75 एम.एल	5.00
3	कॉफी (अच्छी क्वालिटी) जैसे-नेसकेफे/ब्रू	150 एम.एल	15.00
4	कॉफी (अच्छी क्वालिटी) जैसे-नेसकेफे/ब्रू	75 एम. एल.	10.00
5	समोसा	150 ग्राम	12.00
6	समोसा	70 ग्राम	6.00
7	कचौड़ी	150 ग्राम	12.00
8	कचौड़ी	70 ग्राम	6.00
9	मिर्चीबडा	100 ग्राम	12.00
10	ब्रेडबडा	100 ग्राम	12.00
11	भुजिया प्लेट	50 ग्राम	12.00
11	मटर प्लेट	50 ग्राम	12.00
12	बिस्किट पैकेट(प्रतिष्ठित कंपनी)	100/200 ग्राम	एम.आर.पी दर पर
13	दूध एवं दही से निर्मित शीतल पेय सामग्री	250/500 एमएल	एम.आर.पी दर पर
14	फल	विभिन्न प्रकार के आवश्यकतानुसार	बाजार दर पर
15	मिठाई (प्रतिष्ठित फर्म अथवा स्वयंनिर्मित उच्च क्वालिटी की होनी चाहिए)	काजू कतली गुलाबजामुन (देशी घी के) रसगुल्ला बीदाम कतली चमचम/छींणों की मिठाई लडडू (बेसन/बूंदी के देशी घी में) वेफर्स खीर चमचम मिल्क केक	700/- प्रति किलो 350/- प्रति किलो 170/- प्रति किलो 750/- प्रति किलो 250/- प्रति किलो 250/- प्रति किलो 300/- प्रति किलो 250/- प्रति किलो 360/- प्रति किलो
16	खाने की थाली 1. सामान्य (दो प्रकार की सब्जी, पॉच चपाती, दाल, चावल, आचार, सलाद मय थर्माकॉल पैकिंग) 2. विशेष (दो प्रकार की सब्जी जिसमें 01 पनीर की, पॉच चपाती, दाल, चावल, आचार, सलाद, पापड, दही 50 एम एल व 01 नग मिठाई मय थर्माकॉल पैकिंग)		कमेटी एवं संचालक के मध्य आवश्यक विचार विमर्श कर आवश्यकतानुसार उसी समय पूर्व में दरे तय की जायेगी

हस्ताक्षर बोलीदाता मय सील

बिन्दु संख्या 7,10,एवं 11 के लिए स्वघोषणा संबंधी शपथ पत्र नमूना जो 100 रुपये का नॉन ज्यूडिशियल स्टाम्प पर अंकित कर नॉटरी से प्रमाणित करवायेगे।

## शपथ पत्र

मैं/ मेरी फर्म.....पता.....शपथपूर्वक घोषणा करता हूँ कि

- 1- मेरी फर्म जो कि वर्तमान में कैटिन संचालन कार्य के लिये वर्तमान में जीएसटी में पंजीकृत नहीं है चूंकि मेरी फर्म इस दायरे में नहीं आती है। यदि आपके कार्यालय द्वारा उच्चतम बोलीदाता के रूप में कैटिन संचालन का कार्य स्वीकृत किया जाता है तो भविष्य में आवश्यक हुआ और जीएसटी लागू हुआ तो जीएसटी विभाग में पंजीकरण करवाने की समस्त जिम्मेदारी मेरी होगी
2. मेरी फर्म जो कि वर्तमान में कैटिन संचालन कार्य के लिये वर्तमान में नियम-7 राजस्थान खाद्य मिलावट निरोधक नियम 1957 के अनुसार कहीं भी पंजीकृत नहीं है यदि आपके कार्यालय द्वारा उच्चतम बोलीदाता के रूप में कैटिन संचालन का कार्य स्वीकृत किया जाता है तो मैं उपरोक्त विभाग में पंजीकरण करवाकर 15 दिवस में प्रमाण पत्र उपलब्ध करवा दूंगा।
3. मेरे/मेरे फर्म के विरुद्ध किसी भी तरह का कोई मुकदमा किसी भी थाने में प्रस्तावित एवं लम्बित नहीं है। न ही मेरे विरुद्ध किसी प्रकार की न्यायिक प्रक्रिया चल रही है।

उपर्युक्त तथ्य 1 से 3 तथ्य पूर्ण रूप से सत्य है।

नोटरी द्वारा प्रमाणित

हस्ताक्षर बोलीदाता मय सील

कार्यालय प्राचार्य, राजकीय डूंगर महाविद्यालय, बीकानेर

### घोषणा पत्र

सीमिति बोली की समस्त जानकारी/शर्तों का मैंने/हमने अच्छी तरह से अध्ययन कर लिया है। मैं/हम यह भी प्रमाणित करते हैं कि मैं/हम उक्त कार्य हेतु रजिस्टर्ड हैं और वास्तव में सीमित बोलीमें चाहा गया व्यवसाय मेरे/हमारे द्वारा किया जाता है। राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 की धारा 46 एवं नियम, 2013 के नियम 39 के अनुसार राज्य सरकार या इस उपापन संस्था से अपात्रता के लिये विवर्जित (Debarred) नहीं है।

यदि यह घोषणा असत्य पायी जाती है तो किसी भी अन्य कार्यवाही जो की जा सकती है, पर प्रतिकूल प्रभाव डाले बिना मेरी/हमारी बोली प्रतिभूति एवं कार्य निष्पादन प्रतिभूति को पूर्ण रूप से समपहरण/जब्त (Forfeiture) कर किया जा सकेगी तथा सीमिति बोलीको जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

बोलीदाता के हस्ताक्षर

मय सील



## CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER

(See Rule 68)

Note: Tenders should read these conditions carefully and comply strictly while sending their tenders.

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
2. **"Tenders by bona-fide dealers:"** Tenders shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration in the SR FORMS 11.
3. (i) Any change in the constitution of the firm, etc., shall be notified forthwith by the contractor in writing to the purchase officer and such change shall not relive any former member of the firm, etc., from any liability under the contract.  
(ii) No new partner/partners shall be accept in the firm by the contractor in respect of the contract unless he/they agree to avoid by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
4. **Sales Tax Registration and Clearance Certificate** : No Dealer who is not registered under the Sales Tax Act prevalent in the State where his business is located shall tender. The Sales Tax Registration Number should be quoted and a sales tax clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the tender is liable to rejection.
5. <sup>1</sup>**[Income Tax Clearance Certificate** : Tenderers will have to submit an Income Tax Clearance Certificate from the Income Tax Officer of the circle concerned along with the tenders without which tender may not be considered.]
6. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
7. Rate shall be written both in words and figures. There should not be errors and/or over-writings, corrections if any, should be made clearly and initialled with dates. The rates should mention element of the Rajasthan State Sales Tax and Central Sales Tax separately.
8. All rates quoted must be FOR destination and should include all incidental charges except octroi, Central/Rajasthan Sales Tax which should be shown separately. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises of Purchase Officer.  
Goods to be purchased are for the purpose of official use, hence octroi is not payable. The rates, therefore, should be exclusive of octroi, and local tax, in case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of octroi and local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order.
9. **(i) Comparison of Rates** : In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element of Rajasthan Sales Tax shall be excluded whereas that of Central Sales Tax shall included.  
(ii) While comparing the rates in respect of firms within Rajasthan the element of Rajasthan Sales Tax shall be included.

.....  
<sup>1</sup>. Deleted as per Circular No.5/2003 dated 17.5.2003.

10. **Price Preference:** <sup>1</sup> [Price preference/preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995.]

11. **Validity :** Tenders shall be valid for a period of three months from the date of opening of Tender.

12. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.

13. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

**14. Specifications :**

(i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.

(ii) The supply of articles marked with asterisk/at serial number....., shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the Purchase Officer/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderers.

(iii) **Warranty/Guarantee clause :** The tenderer would give guarantee that the goods/ stores/articles would continue to conform to the description and quality as specified for a period of..... days/months from the date of delivery of the said goods/ stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of.....days/months, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods stores/articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The tenderer shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the Purchase Officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

(iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

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

**15. Inspection :**

(a) The Purchase Officer or his duly authorised representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and

-----  
<sup>1</sup>.Substituted vide Circular No.19/96 dated 1.7.1996.

examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be decided.

(b) The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the

- purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.
16. **Samples** : Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythens bags at the cost of the tenderer.
17. Each sample shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample, the name of the tenderer and serial number of the item, of which it is a sample in the schedule.
18. Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. The Government shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.  
The Sample shall be collected by the tenderer on the expiry of stipulated period. The Government shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the Government and no claim for their cost, etc., shall be entertained.
19. Samples not approved shall be collected by the unsuccessful tenderer. The Government will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
20. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
21. **Drawl of Samples**: In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.
22. **Testing charges** : Testing charges shall be borne by the Government. In case urgent testing is desired to be arranged by the tenderer or in case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the tenderer.
23. **Rejection**:  
(i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the Purchase Officer.  
(ii) If, however, due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
24. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.
25. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
26. The contract for the supply, can be repudiated at any time by the Purchase Officer, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.
27. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.

28. (i) **Delivery period:** The tenderer whose tender is accepted shall arrange supplies within a period of.....from the date of supply order/by.....as under:-

S.No.	Items	Quantity	Delivery period
-------	-------	----------	-----------------

(ii) **Extent of quantity – Repeat orders :** If the orders are placed in excess of the quantities shown in tender the notice, the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.

(iii) If the Purchase Officer does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.

29. **Earnest Money :**

(a) Tender shall be accompanied by an earnest money of Rs..... without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of.....

(i) Cash through treasury challan deposited under head "**8443-Civil Deposits – 103 – Security Deposits**".

(ii) Bank Drafts/Bankers Cheque of the scheduled Bank.

(b) **Refund of earnest money :** The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.

<sup>1</sup> [(c) **Partial exemption from earnest money :** Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer <sup>2</sup> [deleted] from the Director of Industries Rajasthan, at the rate of 1% of the estimated value of the tender shown in NIT.]

(d) The Central Government and Government of Rajasthan Undertakings need not furnish any amount of earnest money.

(e) The earnest money/security deposit lying with the department/office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/security money for the fresh tenders. The earnest money may however, be taken into consideration in case tenders are re-invited.

30. **Forfeiture of earnest money :** The earnest money will be forfeited in the following cases :

(i) When tenderer withdraws or modified the offer after opening of tender but before acceptance of tender.

(ii) When tenderer does not execute the agreement if any, prescribed within the specified time.

(iii) When the tenderer does not deposit the security money after the supply order is given.

<sup>1</sup>. Substituted vide Circular No. 19/96 dated 1.7.1996.

<sup>2</sup>. Deleted words "competence certificate" vide Circular No.27/96 dated 27.8.1996.

(iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

31. (1) **Agreement and security deposit :**

(i) Successful tenderer will have to execute an agreement in the Form 17 within a period of 7 days of receipt of order and deposit security equal to 5% of the value of the stores for which tenders are accepted

[deleted] within 15 days from the date of despatch on which the acceptance of the tender is communicated to him.

(ii) The earnest money deposited at the time of tender will be adjusted towards security amount. The Security amount shall in no case be less than earnest money.

(iii) No interest will be paid by the department on the security money.

(iv) The forms of security money shall be as below :-

(a) Cash/Bank Draft/Bankers Cheque/Receipted copy of challan.

(b) Post office Savings Bank Pass Book duly pledged.

(c) National Savings Certificate, Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.

(v) The security money shall be refunded within one month of the final supply of the items as per purchases order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the tenderer.

<sup>2</sup> [(2) (i) Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration and prescribed 3[deleted] in original form the Director of Industries or a photostat copy of a copy thereof duly attested by any Gazetted Officer, will be partially exempted from earnest money and shall pay security deposit at the rate of 1% of the estimated value of tender.]

(ii) Central Government and Government of Rajasthan's Undertakings will be exempted from furnishing security amount.

(3) **Forfeiture of Security Deposit** : Security amount in full or part may be forfeited in the following cases :-

(a) When any terms and conditions of the contract is breached.

(b) When the tenderer fails to make complete supply satisfactorily.

(c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchase Officer in this regard shall be final.

(4) The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

32. (i) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay the freight together with departmental charge 5% of the freight will be recovered from the suppliers bill.

(ii) R.R. should be sent under registered cover through Bank only .

(v) In case supply is desired to be sent by the purchase officer by passenger train, The entire railway freight will be borne by the tenderer .

(vi) Remittance charges on payment made shall be borne by the tenderer.

<sup>1</sup>.Substituted vide Circular No. 19/95 dated 28.6.1995 for – "Rs.50,000/-" and deleted the words "subject to the maximum of Rs. 1.00 lac" vide Circular No. 6/96 dated 5.2.1996.

<sup>2</sup>.Substituted vide Circular No. 27/96 dated 27.8.1996.

<sup>3</sup>. Deleted words "competence certificate" vide Circular No. 27/96 dated 27.8.1996.

### 33. Insurance :

(i) The goods will be delivered at the destination godown in perfect condition .the supplier if he so desires, may be insure the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot, etc.). The insurance charges will be borne by the supplier and State will not be required to pay such charges , if incurred

(ii) The articles may also be got insured at the cost of the Purchaser, if so desired by the Purchaser, in such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.

### 34. Payments:

(i) Advance Payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of despatch and to the extent as prescribed in financial powers by rail/reputed goods transport companies, etc., and prior inspection ,if any . The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the tenderer .

(ii) Unless otherwise agreed between the parties payment for he delivery of the stores will be made on submission of bill in proper form by the tenderer to the Purchase Officer in accordance with G.F.&A.R all remittance charges will be bore by the tenderer.

(iii) In case of disputed items, 10 to 25% of the amount shall be with held and will be paid on settlement of the dispute.

- (iv) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification .
- 35.(i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.
- (ii) Liquidated damages : In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the tenderer has failed to supply :-
- |   |      |
|---|------|
| (1) (a) delay up to one fourth period of the prescribed delivery period           | 2 ½% |
| (b) delay exceeding one fourth but not exceeding half of the prescribed period    | 5% . |
| (c) delay exceeding half but not exceeding three fourth of the prescribed period. | 7½%  |
| (d) delay exceeding three fourth of the prescribed period.                        | 10%  |
- (2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (3) The maximum amount of liquidated damages shall be 10%
- (4) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (5) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.
36. **Recoveries** : Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier alongwith amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
37. Tenderers must make their own arrangements to obtain import licence, if necessary.
38. If a tenderer imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase Officer.
39. The Purchase Officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.
40. The tenderer shall furnish the following documents at the time of execution of agreement:-
- Attested copy of Partnership Deed in case of Partnership Firms.
  - Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
  - Address of residence and office, telephone numbers in case of sole Proprietorship.
  - Registration issued by Registrar of Companies in case of Company.
41. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
42. All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

Signature of tenderer.



**AGREEMENT**  
(See Rule 68)

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 Government of the State of Rajasthan (herein after called "the Government" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved supplier has agreed with the Government to supply to the \_\_\_\_\_ of the State of Rajasthan at its Head Office as well as at branches offices 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.

3. And whereas the approved supplier has deposited a sum of Rs. \_\_\_\_\_ in \_\_\_\_\_.

(1) Cash/Bank Draft/Challan no./Banker Cheque No. \_\_\_\_\_ dated \_\_\_\_\_.

(2) Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority. v

(3) National Savings Certificates/Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pleased under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.

4. Now these Presents witness:

(1) In consideration of the payment to be made by the Government through \_\_\_\_\_ at the 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 Government and appended to this agreement shall also form part of this agreement.

(4) (a) The Government 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 Government 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.

(c) The mode of Payment will be as specified below:-

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

5. The delivery shall be effected and completed within the period noted below from the date of supply offer:-

S.No. Items Quantity Delivery period

6. (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 2½% the prescribed delivery period.

(b) Delay exceeding one fourth but 5% not exceeding half of the prescribed delivery period.

(c) Delay exceeding one fourth but 7½% not exceeding three fourth of the prescribed delivery period.

(d) Delay exceeding three fourth of the 10% prescribed delivery period.

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 hinderences, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hinderence but not after the stipulated date of completion of supply.

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

97 GFR-II.doc

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final.

In witness whereof the parties hereto have set their hands on the..... day of .....199.....

Signature of the approved supplier.

Signature for and on behalf of Governor

Designation

Date:

Witness No. 1

Witness No.2

Date:

1. Witness

2. Witness



## **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.

Doc1

## **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 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;
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:

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.

Doc1

(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.

**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 the appellant:

(ii) 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

Doc1

## **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.

Doc1

### **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.