

Office of the Principal S.K.D.L Govt. Girls College, Ratangarh (Churu)

List of Items for Modification / Upgradation of Administrative Block Including Principal, Vice Principal, Staff Room etc. to be completed/ done / purchased under RUSA Schemes

S. No	Item	Description	QTY.	Est. Cost
1	Modification / Upgradation of Administrative Block (Principal, Vice Principal and Staff Room)	(i) Fall Ceiling With Channel, Solid Board of Principal Chamber area 14½X16½ with Concealed Lights and Lights fitting, accessories	240 Sqft. (Approx.)	2.00 LAC
		(ii) Office Curtain of 10 windows (size 5X4 feet) Material 2 MM Thickness in 7 PVC Strips (Each Strip 8 inches) <ul style="list-style-type: none"><li>PVC Strip/AC Curtain is made of high quality PVC material.</li></ul>	10 नग	
		(iii) Office Curtain of 6 door (size 6½X3 feet) Best quality & design	6 नग	
		(iv) Latest designing Fan 1200 mm (Innovative Blades) Havels, Orient	1 नग	
		(V) Glass door with fine & Solid Wooden frame with door closer and Steel Handle lock (Best Quality) 6½X3 feet	1 नग	
		(VI) Exhaust Fan 9X9 Inch. Philips / orient / Havells	5 नग	
		(VII) Aluminium window with glass Pan, Mosquito net ( Steel Wire Net) size in Feet 5'x4'-	3 नग	
		(VIII) Aluminium window with glass Pan, Mosquito net ( Steel Wire Net) size in Feet 5'x1.5'-	1 नग	

Purchasing Committee

Nodal Officer (RUSA)



**Office of the Principal S.K.D.L Govt. Girls College, Ratangarh (Churu)**

क्रमांक:-रा.क.म./रतन/स्था/2018-19/815

दिनांक:- 18.08.2018

**खुली बोली आमंत्रण सूचना स.06/2018-19**

महाविद्यालय उपयोगार्थ सामान हेतु रुसा मद के अन्तर्गत निम्नांकित सामग्री की आपूर्ति करने हेतु वर्ष 2018-19 के लिए खुली बोली आमंत्रित की जाती है।

क्र.स	सामान का विवरण	अनुमानित राशि (रु.)	बयाना राशि (रु.)	बोली प्रपत्र रूपये(रु.)	यूनिक बिड नम्बर (UBN)/NIB	बोली प्रपत्र विक्रस की तिथि	बोली प्रपत्र प्राप्ति व खोलने की तिथि व स्थान
1	2	3	4	5	6	7	8
1	Modification / Upgradation of Administrative Block	2.00 Lac	4000/-	200/-		दिनांक 19.08.2018 से 28.08.2018 तक सांय 5.00 बजे तक	दिनांक 29.08.2018 - 1:00 PM तक दिनांक 29.08.2018 - 2:00 PM S.K.D.L Govt. Girls College, Ratangarh

सामान सप्लाई हेतु आमंत्रित बोली प्रपत्र महाविद्यालय वेबसाइट [www.hte.rajasthan.gov.in](http://www.hte.rajasthan.gov.in) के वेब पेंज पर एवं [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) (लोक उपापन पोर्टल) पर देखा एवं डाउनलोड कर मय निर्धारित शुल्क के कार्यालय में जमा करवाया जा सकता है। जो फर्म ऑनलाईन प्रपत्र डाउनलोड कर बोली प्रस्तुत करती है तो बोली बयाना राशि एवं बोली प्रपत्र शुल्क अलग-अलग ड्राफ्ट/बैंकर्स चैक जो 'प्राचार्य, श्रीमती केशरी देवी लोहिया राजकीय कन्या महाविद्यालय, रतनगढ़' के नाम देय हो को तकनीकि बिड्स के साथ संलग्न करावें।

प्राचार्य  
श्रीमती केशरी देवी लोहिया  
राजकीय कन्या महाविद्यालय,  
रतनगढ़ (चूरु)

# Office of the Principal S.K.D.L Govt. Girls College, Ratangarh (Churu)

क्रमांक:-रा.क.म./रतन/स्था/2018-19/815

दिनांक:- 18.08.2018

निविदा सूचना संख्या-06/2018-19  
निविदा बिक्री करने की तिथि  
निविदा प्रस्तुत करने की अन्तिम तिथि

(निविदा प्रपत्र (दोनो भाग) व शुल्क रुपये 200/-)  
दिनांक 19.08.18 से 28.08.18 को सांय 5.00 बजे तक  
दिनांक 29.08.18 को दोपहर 1.00 बजे तक

## निविदा प्रपत्र प्रथम भाग (टेक्नीकल बिडस)

1. निविदा प्रस्तुत करने वाली फर्म/एजेन्सी का नाम व डाक का पूर्ण पता .....
2. मोबाइल नम्बर/दूरभाष संख्या .....
3. आयकर स्थायी खाता संख्या .....
4. निविदा किसको सम्बोधित की गयी :- प्राचार्य, श्रीमती केशरी देवी लोहिया राजकीय कन्या महाविद्यालय, रतनगढ़ (चूरु)
5. निविदा प्रपत्र शुल्क बैंकर्स चैक/डी.डी.सं.....रुपये..... दिनांक..... (मूल संलग्न करे)
6. धरोहर राशि :- रुपये ..... बैंकर्स चैक/डी.डी.सं..... दिनांक..... संलग्न करे।

## **To be Filled UP by The Tendering Agency**

S.No.	Technical bid Requirement No (Please Attach duly Attested Copy & the following Documents	Remark of Agency/farm Documents Attached or not attached
1	Attested Copy of PAN No.	
2	Attested Copy of Registration Certificate Issued by Competent Authority/Registrar.	
3	Required Certificate /License/Documents should be completed and updated.	
4	Technical Undertaking	
5	Annexure : B (Statement of Past Supplies & Performance)	
6	Annexure : C (50/- Affidavit regarding acceptance of Bid terms & conditions)	
7	Financial Undertaking	
8	Detail of the Bidder firm	
9	Attested Copy of GST Registration No. Certificate	

मै/हम वर्णित समस्त शर्तों का पालन करने के लिए सहमत है तथा उक्त निविदा सूचना की अन्य नियम शर्तें जो कि संलग्न पृष्ठों में वर्णित है, उन समस्त पृष्ठों में वर्णित शर्तों को हमारे द्वारा स्वीकार किये जाने के प्रतीक स्वरूप, हमने हस्ताक्षरकर दिये है, हमारी संस्था उपलब्ध करवाये गये सभी प्रमाणपत्रों की सत्यता की गारन्टी देते हुये, आप द्वारा दी गयी समस्त शर्तों की अक्षरशः पालना करते हुये सामान सप्लाई का कार्य करने के लिए सहमत है।

सभी प्रमाण पत्रों की छाया प्रतियां एवं डी.डी./Banker Cheque संलग्न कर दिये गये है।

निविदादाता के हस्ताक्षर

# Office of the Principal S.K.D.L Govt. Girls College, Ratangarh (Churu)

क्रमांक:-रा.क.म./रतन/स्था/2018-19/815

दिनांक:- 18.08.2018

निविदा सूचना संख्या-06/2018-19  
निविदा बिक्री करने की तिथि  
निविदा प्रस्तुत करने की अन्तिम तिथि

(निविदा प्रपत्र (दोनो भाग) व शुल्क रुपये 200/-)  
दिनांक 19.08.18 से 28.08.18 को सांय 5.00 बजे तक  
दिनांक 29.08.18 को दोपहर 1.00 बजे तक

### निविदा प्रपत्र-द्वितीय भाग (वित्तीय बिडस)

1. निविदा प्रस्तुत करने वाली फर्म/एजेन्सी का नाम व डाक का पूर्ण पता .....
2. मोबाइल नम्बर/दूरभाष संख्या .....
3. आयकर स्थायी खाता संख्या .....
4. निविदा किसको सम्बोधित की गयी :- प्राचार्य, श्रीमती केशरी देवी लोहिया राजकीय कन्या महाविद्यालय, रतनगढ़ (चूरु)
5. निविदा प्रपत्र शुल्क बैकर्स चैक/डी.डी.सं.....रुपये..... दिनांक..... (मूल संलग्न करे)
6. धरोहर राशि :- रुपये ..... बैकर्स चैक/डी.डी.सं..... दिनांक.....

Modification / Upgradation of Administrative Block (Principal, Vice Principal and Staff Room)				
S. No	Item	Description	QTY.	दर प्रति नग /Sqft. रु. (समस्त व्यय एवं समस्त कर सहित)
1	Modification / Upgradation of Administrative Block (Principal, Vice Principal and Staff Room)	(i) Fall Ceiling With Channel, Solid Board of Principal Chamber area 14½X16½ with Concealed Lights and Lights fitting, accessories	240 Sqft. (Approx.)	
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		(Viii) Aluminium window with glass Pan, Mosquito net ( Steel Wire Net) size in Feet 5'x1.5'-	1 नग	

1. मैं/हमने उक्त निविदा की संलग्न शर्तों व नियमों का भली-भांतिपूर्वक अध्ययन कर लिया है व उपरोक्त वर्णित समस्त शर्तों व नियमों को स्वीकृत करता हूँ/करते है।
2. मैं/हम उपरोक्त सामान/सामग्री/उपकरणों की सप्लाई करने के लिए हमारी फर्म द्वारा की गई दरों पर (सभी करोएवं जी.एस.टी (GST) कर प्रावधान सहित व खर्चों सहित है) सामान/सामग्री की सप्लाई कन्या महाविद्यालय रतनगढ़ तक करने की तैयार/सहमत है।

नोट :-

1. फर्म अपने प्रस्तावित मैक एवं मॉडल के कैंट लोग सहित स्पष्ट दरों का उल्लेख करते हुए प्रस्ताव प्रस्तुत करे।
2. सशर्त बोली स्वीकार नही की जायेगी अतः बोली में किसी भी प्रकार की शर्त मान्य नहीं होगी।

**निविदादाता के हस्ताक्षर**

**TECHNICAL UNDERTAKING**

I/We have clearly understood all the terms and conditions of the Bid and agreement etc. and agree to undertake cleanliness work at the rate quoted by me/us at the destinations specified by department.

I/We will assure that I/We will strictly abide by the terms and conditions of the Bid etc. and the instructions issued by the ..... (concerned head of the office) from time to time.

I am/we are enclosing the following documents as per the terms and conditions of the Bid:

1. DD/BC/BG bearing No. ....Dt.....for Rs. ..../- (.....) drawn on- .....on Bank toward Bid security.
2. Affidavit attested by a notary to that effect that the bidder has no past or present criminal record with the Policy/Vigilance of CS Deptt./Vigilance and enforcement Deptt., Govt. of Rajasthan or Govt. of any other state/ Govt. of India.
3. Affidavit stating that the bidder or any of the partners or representatives were never blacklisted the Central Government/ any State Government/any Union Territory/State Agency at time or convicted by Court of Law in a criminal case.
4. Copy of the partnership deed along with permanent and present address of the partners in case of a Firm.
5. Copy of the Registration certificate, if it is firm/Limited Company/NGO/Others.
6. Copy of the Registration certificate PAN/Service tax up to date.

I/We hereby affirm that the department is at liberty to take action against me/us as per the terms and conditions of Bid Document, if the above said statement proves to be wrong at any point of time.

Date:-  
Place:-

Signature of the bidder  
Name:  
Address:



Office of the Principal S.K.D.L Govt. Girls College, Ratangarh (Churu)

ANNEXURE-B

STATEMENT OF PAST SUPPLIES AND PERFORMANCE

We..... (Name of firm) do hereby undertake that we have performed **cleanliness work** as per details given below:-

Calendar Year	Order Placed by [full address of purchaser with telephone & Fax no.]	Order No. and Date	Date of Completion of delivery		Remarks indicating reasons for late delivery, if any	Has the work catered satisfactory?
			As per contract	Actual		
1	2	3	4	5	6	7

Note:-

1. It should be submitted with technical Bid.
2. The above information may be verified from relevant documents of bidder.

Date:-  
Place:-

Signature of bidder with Seal  
Name  
Address

Annexure-C

**Affidavit regarding compliance to Terms & Condition of Tender**

**BIDDER NAME**.....

I/We confirm that I/We are authorized to submit tender on behalf of the firm participating in the tender and have perused the entire Bid/tender document including all its amendments till date.

Having perused the subject tender with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Bid/Tender document including technical particulars, Detailed technical specifications of the product, Special Terms & Conditions and General Terms & Conditions wherever indicated, offer validity, Terms of delivery without any deviations whatsoever:

I/We also confirm acceptance of the all General Terms & Conditions of tender document.

I/We certify that the prices quoted against the tender are competitive and without adopting any unfair/ unethical means in including cartilization.

I/We certified that tendering firm has not been banned by any Government department of the State/PSU from business dealings.

I/We also certified that the information given above is factually correct, true and nothing material has been concealed.

I  
I

**Name of Bidder with Signature and Seal**

**FINANCIAL UNDERTAKING**

I/We have clearly understand all the terms and conditions of the Bid and agreement etc. and agree to undertake the tender document at the rate quoted by me/us at the destinations specified by department.

I/We will assure that I/We will strictly abide by the terms and conditions of the Bid, agreement and the orders of concerned head of office from time to time.

I/We will furnish the prescribed performance security amount of 5 % on the total value of the cost of the quantity for supply, within seven (7) days of the acceptance of my/our Bid and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the Bid and my/ our Bid security stand forfeited if I/we fall to furnish the prescribed performance security and also enter into agreement within seven (7) days of acceptance of my/our Bid and I/we will strictly abide by the terms and conditions etc. as per the agreement. In the event of non-fulfillment of contract by me/us, my/our security deposit or any amount available with the department is liable to be forfeited, award of supply contract stand cancelled besides blacklisting me/us.

**SIGNATURE OF THE BIDDER**

**NAME:**

**ADDRESS:**



—: निविदा—शर्तें :-

निविदादाता को निविदा में अपनी दरें अंकित करते समय इन शर्तों को बहुत सावधानी पूर्ण पढ़ना चाहिए। यदि किसी शर्तों के बारे में कोई सन्देह हो तो अपनी निविदा प्रस्तुत करने से पूर्व कार्यालय, प्राचार्य श्रीमती केशरी देवी लोहिया राजकीय कन्या महाविद्यालय, रतनगढ़ (चूरु) से लिखित में स्पष्टीकरण प्राप्त कर लेना चाहिये अन्यथा कार्यालय समय में उपस्थित होकर जानकारी प्राप्त कर लेनी चाहिए।

1. निविदित दरें स्पष्ट एवं सुपाठ्य लिखे, परिवर्तन/काटं-छांट नही की जावें, कटिंग होने पर पुनः स्पष्ट लिखकर हस्ताक्षर करे।
2. निविदा फर्म 2 भागों में है प्रथम भाग – टैक्निकल बिड्स एवं दूसरा भाग – वित्तीय बिड्स का है। टेण्डर देने के लिए दोनों भागों के अलग-अलग लिफाफे बनावे जावे व प्रत्येक लिफाफे पर टैक्निकल बिड्स व द्वितीय बिड्स –वास्ते सामान/सामग्री का नाम :- .....  
..... संस्थान प्राचार्य, श्रीमती केशरी देवी लोहिया राजकीय कन्या महाविद्यालय, रतनगढ़ (चूरु) अंकित की जावे। निविदा फर्म इस महाविद्यालय (कन्या) रतनगढ़ में निर्धारित तिथि तक जमा करवाने होंगे, निर्धारित तिथि व समय के उपरान्त जमा निविदा प्रस्तावों पर विचार नही किया जायेगा।
3. टेण्डर खोलते समय प्राप्त निविदाओं में से पहले टैक्निकल बिड्स खोली जावेगी, टैक्निकल बिड्स में चाहे गये विवरण सही पाये जाने पर ही वित्तीय बिड्स खोली जावेगी, टैक्निकल बिड्स में चाहे गये विवरण सही नही पाये जाने पर वित्तीय बिड्स नही खोली जायेगी। अतः टैक्निकल बिड्स के चाहे गये गये समस्त विवरण/डॉक्यूमेन्ट भली-भांति जाँच कर संलग्न करे।
4. किसी भी त्रुटीपूर्ण टेण्डर को बिना कारण बताये रद्द करने का अधिकार अद्योहस्ताक्षरकर्ता के पास सुरक्षित है।
5. निर्धारित अमानत राशि का डी.डी/बैंकर्स चैक प्राचार्य, श्रीमती केशरी देवी लोहिया राजकीय कन्या महाविद्यालय, रतनगढ़ (चूरु) के नाम से जारी कर निविदा फर्म टैक्निकल बिड्स के साथ संलग्न करे। अन्यथा निविदा फर्म/दरें स्वीकार नहीं होगी व स्वतः ही निरस्त मानी जायेगी।
6. निविदा किसी साझेदारी फर्म द्वारा प्रस्तुत किये जाने की स्थिति में प्रत्येक साझेदार के हस्ताक्षर अथवा फर्म की ओर से किसी एक को साझेदारी को अधिकृत किये जाने की स्थिति में पॉवर ऑफ एटार्नी प्रस्तुत किया जाना आवश्यक है। निविदा स्वीकृति के बाद फर्म के संविधान में कोई परिवर्तन फर्म के पूर्व के सदस्यों/साझेदारों के इस सम्बन्ध में उतरदायित्वों पर कोई विपरित प्रभाव नही डालेगा।
7. निविदा की दरें स्वीकार होने की दशा में फर्म को निविदा स्वीकृति पत्र की दिनांक से अधिकतम सात दिवस में निर्धारित प्रारूप में नॉन ज्युडिशियल स्टाम्प पेपर पर प्राचार्य, श्रीमती केशरी देवी लोहिया राजकीय कन्या महाविद्यालय, रतनगढ़ (चूरु) के साथ एक अनुबन्ध निस्पादित करना होगा। जो अनुबन्ध राशि का 0.25% अथवा 15000/- जो भी कम का व्यय निविदादाता द्वारा वहन किया जावेगा।
8. निविदा अनुमानित मूल्य की 2% अमानत राशि जमा करानी होगी जो असफल निविदादाताओं को अमानत राशि कार्य आदेश जारी होने बाद लौटा दी जावेगी। सफल निविदादाता के अमानत राशि का धरोहर राशि 5% (Performance Security) में समायोजन किया जायेगा। अमानत राशि के बिना निविदा स्वीकार नही की जावेगी।

Office of the Principal S.K.D.L Govt. Girls College, Ratangarh (Churu)

9. निविदादाता अपने कार्यालय/निवास का पूर्ण पता, मोबाइल नम्बर अंकित करेगा जहाँ अपने व्यक्तिगत/डाक द्वारा सम्पर्क किया जा सके। यदि कार्यस्थल पर स्वयं/अधिकृत व्यक्ति का नाम व पूर्ण पता सूचित करेगा जिससे प्रयोजन हेतु सम्पर्क किया जा सके।
10. किसी भी निविदा को स्वीकृत/अस्वीकृत करने के समस्त अधिकार अद्योहस्ताक्षरकर्ता के पास सुरक्षित है।
11. किसी भी प्रकार का विवाद का न्याय क्षेत्र, रतनगढ़ मुख्यालय होगा। किसी भी प्रकार की कानूनी कार्यवाही करने से पूर्व यदि जरूरत पड़े तो दोनों पक्ष अपना प्रकरण को आरबीट्रेशन के समक्ष रखें तत्पश्चात समस्त कानूनी कार्यवाहिया यदि किसी भी पक्ष द्वारा किये जाने की आवश्यकता पड़े तो संबंधित जिला न्यायालयों में ही की जानी होगी। उक्त स्थान पर नहीं।
12. निविदा की अन्य शर्तें वित्तीय एवं लेखा नियम तथा राज. लोक उपापन नियमों के अन्तर्गत होगी
13. स्वीकृत बोली जिसके पक्ष में स्वीकार की गयी है को फर्म किसी अन्य फर्म/संस्था को सबलेट नहीं किया जा सकता है।
14. प्रस्तुत करने वाली फर्म का सर्विस टैक्स विभाग/सम्बन्धित विभाग में दरें पंजीकृत होना आवश्यक है अतः फर्म दरे के साथ टिन नम्बर पंजीयन प्रमाण पत्र पर, बिक्री कर चुकता प्रमाण पत्र, आयकर पेन नम्बर, GST के पंजीयन न. व प्रमाण पत्र एवं अपने बैंक खाता का विवरण बैंक खाता संख्या, शाखा का नाम, IFSC कोड आदि का विवरण प्रस्तुत करें।
15. सशर्त बोली निविदा दर निरस्त योग्य होगी अतः बोली में किसी प्रकार की काई शर्त का उल्लेख नहीं करे।
16. बोली प्रपत्र वेबसाइट [www.hte.rajasthan.gov.in](http://www.hte.rajasthan.gov.in) के वेब पेंज पर एवं [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) (लोक उपापन पोर्टल) पर देखा एवं डाउनलोड कर मय निर्धारित शुल्क जमा करवाया जा सकता है। जो फर्म ऑनलाईन प्रपत्र डाउनलोड कर बोली प्रस्तुत करती है तो बोली बयाना राशि एवं बोली प्रपत्र शुल्क अलग-अलग ड्राफ्ट/बैंकर्स चैक जो प्राचार्य श्रीमती केशरी देवी लोहिया राजकीय कन्या महाविद्यालय, रतनगढ़ के नाम देय हो तकनीकी बिड्स के साथ संलग्न करावें।
17. बोली फार्म स्याही से भरा हुआ या टंकित किया हुआ आवश्यक है, पैन्सिल से भरा हुआ बोली फार्म स्वीकार नहीं होगा।
18. बोली प्रपत्र, टैक्नीकल बिड्स एवं वित्तीय बिड्स एवं समस्त शर्तों मय कागजजात के प्रत्येक पेज पर निविदादाता हस्ताक्षर करे।

Signature of Tenderer with Seal



**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. 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.
6. 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 initialed with dates. The rates should mention element of the Rajasthan State Sales Tax and Central Sales Tax separately.
7. 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.
8. (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 include.  
(ii) While comparing the rates in respect of firms within Rajasthan the element of Rajasthan Sales Tax shall be included.

## Office of the Principal S.K.D.L Govt. Girls College, Ratangarh (Churu)

9. **Price Preference:** 1[Price preference/preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries 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 equipment's 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

## Office of the Principal S.K.D.L Govt. Girls College, Ratangarh (Churu)

agreed. The tender shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment's whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipment's in perfect condition.

### 15. Inspection:

- (a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be decided.
- (b) The tenderer shall furnish complete address of the premises of his office, go down 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 sample by the officer receiving the samples. Samples if sent by train, etc., should be dispatched 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 up to 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 authorized representative and properly sealed in their presence. Once such set shall be given to them, one or two

## Office of the Principal S.K.D.L Govt. Girls College, Ratangarh (Churu)

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.

## Office of the Principal S.K.D.L Govt. Girls College, Ratangarh (Churu)

### 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.

1[(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 2[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 monkey may however, be taken into consideration in case tenders are re-invited.

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

(i) When tenderer withdraws or modified the officer 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.

(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 1[deleted] within 15 days from the date of dispatch 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 is 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.





Office of the Principal S.K.D.L Govt. Girls College, Ratangarh (Churu)

(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.

2[(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 he 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.

(iii) 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.

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

**33. Insurance:**

(i) The goods will be delivered at the destination go down 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 dispatch and to the extent as prescribed in financial powers by



## Office of the Principal S.K.D.L Govt. Girls College, Ratangarh (Churu)

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 the delivery of the stores will be made on submission of bill in proper form by the tenderer to the Purchase Officer in accordance with 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 withheld 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 along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

37. Tenderers must make their own arrangements to obtain import license, if necessary.

Office of the Principal S.K.D.L Govt. Girls College, Ratangarh (Churu)

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:-
- (i) Attested copy of Partnership Deed in case of Partnership Firms.
  - (ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
  - (iii) Address of residence and office, telephone numbers in case of sole Proprietorship.
  - (iv) 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**

Office of the Principal S.K.D.L Govt. Girls College, Ratangarh (Churu)

SR FORM – 17

**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” which expression shall, where the context so admits, be deemed to include his successor 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 officers throughout Rajasthan, all those articles set forth in the schedule appended here to 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.
- (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 certificate 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. \_\_\_\_\_

he delivery shall be effected and completed within the period noted below from the date of supply order:-

S. No. Items Quantity Delivery period

Office of the Principal S.K.D.L Govt. Girls College, Ratangarh (Churu)

1. (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 up to 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 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 if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.

1. 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:

Date:

Witness No. 1

1. Witness

Witness No.2

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.

**Signature of the tenderer**



## **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:

Place:

Signature of bidder

Name :

Designation:

Address:

**Signature of the tenderer**



### **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.





Office of the Principal S.K.D.L Govt. Girls College, Ratangarh (Churu)

(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.

Signature of the tenderer



**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



## **Annexure D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

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

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

### **2. Procuring Entity's Right to Vary Quantities**

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.



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

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

**Signature of the tenderer**