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## कृषि महाविद्यालय, हिन्डोली—बूंदी COLLEGE OF AGRICULTURE, HINDOLI- BUNDI

कृषि विश्वविद्यालय, कोटा

Agriculture University, Kota

P.O. Hindoli, Distt. Bundi (Rajasthan) 323023 Email: deancoahindoli2021@ gmail.com Ph.07436294130

No. F.13( )/COA Hindoli/Tender/2024-25/1020-24

Date: 30.01.2025

#### सिमित–निविदा सूचना 2024–25/5

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अधिष्ठाता कृषि महाविद्यालय, हिंडोली द्वारा ए.सी., आर.ओ., वाटर कूलर एवं सोलर गीजर आदि की आपूर्ति के लिए खुली निविदा आमंत्रित की जाती है। निविदा प्रपत्र कार्यालय से प्राप्त किया जा सकता है या वेबसाइट http://aukota.org अथवा राजस्थान राज्य पोर्टल www.sppp//.rajasthan.gov.in से डाउनलोड किया जा सकता है। टेंडर की अनुमानित कीमत 9.6 लाख है।

आईटम	अनुमानित	ईएमडी 2%	निविदा प्रपत्र	निविदा खोलने की
	लागत (रु.)	(रু.)	शुल्क	तिथि और समय
ए.सी., आर.ओ., वाटर कूलर एवं सोलर गीजर आदि की आपूर्ति	9.6 लाख	19200	500 /	07.02.2025 (दोपहर 1.00 बजे)

निविदा प्रपत्र शुल्क और ईएमडी डीन कृषि महाविद्यालय, हिंडोली को ऑनलाइन NEFT द्वारा जमा करनी होगा। जमा रसीद निविदा फार्म के साथ प्रस्तुत करनी हैं।

#### A/C : Dean College of Agriculture Hindoli

#### A/C No : 34690100015361 Bank of Baroda, Hindoli

IFSC Code BARB0HINDOL

( डा.एन.एल.मीना) अधिष्ठाता

प्रतिलिपि सूचनार्थः –

- 1. वित नियंत्रक, कृषि विश्वविद्यालय कोटा।
- 2. लेखा शाखा, कृ.म.वि., हिंडोली।
- 3. स्टोर प्रभारी / स्टोर कीपर, कृ.म.वि., हिंडोली।
- 4. नोटिस बोर्ड, कृ.म.वि., हिंडोली।
- 5. नोडल अधिकारी, वेबसाइट कृषि विश्वविद्यालय कोटा को भेजकर अनुरोध है कि निविदा सूचना एवं निविदा प्रपत्र विश्वविद्यालय की वेबसाइट पर अपलोड करने का कष्ट करे।

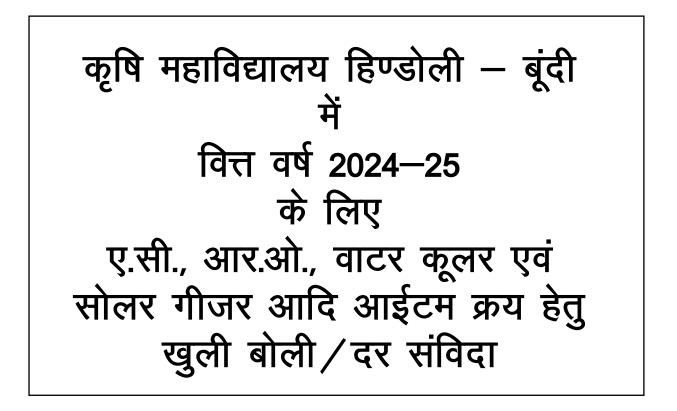
अधिष्ठाता



क्रमांक एफ. 13 ( )/कृविको/कृमविहि/टेण्डर/2024–25/1020–24

दिनांक :- 30.01.2025

Cost of Tender form Rs.500/-





To be sealed in Envelop -1

Name of Item: Supply of Equipment/ Machinery at college of Agriculture, Hindoli -Bundi.

#### **Technical Bid**

The technical bid should contain following documents

- Tender fee Rs 500/- and Ernest money @2% of tender cost i.e. 9.6 lac Rs 19200/- Total 19700 to be deposited in the form of RTGS/NEFT in favour of Dean, College of Agriculture, Hindoli-Bundi.
- 2. Details of EMD deposited: .....
- 3. Signed tender form -Accepting terms and conditions.
- 4. Original Manufacturer Authorization /whole seller/Distributor certificate.
- 5. GST Registration Certificate.
- 6. Annual turnover certificate of firm last 03 years
- 7. MSME certificate Rajasthan.

Item wise detailed technical specifications:

SN	Item & approx. quantity	Specifications			
1	1.5 T Spilt Invertor AC – (6)	Specifications required			
		Gross volume-1.5 ton, Energy rating-3 star, 4 Multiple adjustable mode, High ambient, super dry turbo cooling, Anti-microbial filtration, 100% copper winding, 2024 Model Preferred brand Voltas or at par brands			
2	R.O. – (7)	Specifications required			
		<ol> <li>Capacity 50 L/Hr.</li> <li>Minium Dimension 415Lx222Wx475H</li> <li>Body material: ABS food grade plastic</li> <li>Approx. weight : 15Kg</li> <li>R.O.+UV+UF+TDS controller</li> <li>Preferred brand : Kent, Aqua guard or at par brands.</li> </ol>			
3.	Water Coller – (7)	Specifications required			
		<ol> <li>Capacity 40/80 L</li> <li>Voltage : 230V</li> <li>Minimum Dimension: 1140x665x485 mm</li> <li>Steel body</li> <li>Number of Tap: 2</li> <li>Approx. weight: 45-50Kg</li> <li>Preferred brand: Blue star, Voltas.</li> </ol>			
4	Solar Geyser – (2)				
		<ol> <li>Capacity 500L</li> <li>10 Years Guarantee for Tank</li> <li>Glass Lined Inner tank,</li> <li>Suitable for Hard Water up-to 1300 TDS,</li> <li>Maintenance free, High Efficiency,</li> <li>Air vent system to provide max water pressure,</li> <li>No. of tubes: 38</li> </ol>			

Details of EMD to be deposited for this Tender

S.No.	Name of Equipment	Approx Qty.	Approx cost	EMD @ 2%
1.	A.C. (1.5T)	6	300000	6000
2.	R.O.	7	350000	7000
3.	Water Cooler	7	210000	4200
4.	Solar Geyser	2	100000	2000
	Total		960000	19200

Note : A tenderer may deposit EMD item wise which ever he wants to quote rates

इस निविदा के लिए विशेष नियम एवं शर्तें :--

- 1. धरोहर राशि के बगैर बोलीयाँ स्वीकार नहीं की जायेगी।
- 2. तकनीकी बिड के साथ निविदा के दस्तावेज प्रस्तुत करना आवश्यक होगा।
- 3. तकनीकी बिड में उपकरण/मशीनरी की तकनीकी विशेषताओं, विनिर्देशों (मेक, मॉडल, आकार, वजन, रंग इत्यादि कोई जो भी हो वर्णन सहित विस्तृत लीफलेट, ब्रोशर ,पम्पलेट या आइटम का चिन्हित कैटलॉग होना आवश्यक है, इसके अभाव मे तकनीकी बिड को रद्द किया जा सकता है।
- महाविद्यालय न्यूनतम दर वाली बोली को स्वीकार करने के लिए बाध्य नहीं है, सम्पूर्ण बोली या उसके किसी भाग को बिना कारण बताये निरस्त किया जा सकता है।
- 5. महाविद्यालय न्यूनतम प्राप्त दर पर एक से अधिक प्रदाताओं को बोली आवंटित कर सकता है।
- ए.सी., आर.ओ., वाटर कूलर एवं सोलर गीजर आदि के लिए एक मानक वारंटी आवश्यक है, जिसे निविदा में प्रदर्शित किया जाना आवश्यक है।
- 7. दरें समस्त कर सहित एफ.ओ.आर. कृषि महाविद्यालय चतरगंज हिंडोली-बूंदी होगी ।
- 8. डीन, कृषि महाविद्यालय, हिंडोली–बूंदी के पास बिना कोई कारण बताए किसी भी कोटेशन को स्वीकार या अस्वीकार करने का पूर्ण अधिकार सुरक्षित है।
- 9. यदि आपूर्ति और स्थापना के बाद गारंटी और वारंटी अवधि के भीतर, कोई आइटम का संचालन या उपयोग असंतोषजनक साबित होता है, तो क्रेता को ऐसे सामानों का संचालन या उपयोग जारी रखने का अधिकार होगा जब तक कि दोषों, त्रुटियों का सुधार न हो जाए। मरम्मत या आंशिक या पूर्ण प्रतिस्थापन द्वारा चूक क्रेता के संचालन में हस्तक्षेप किए बिना की जाती है।
- 10. नियम और शर्तों की स्वीकृति पावती के रूप में विक्रेता द्वारा विधिवत मुहरबंद और हस्ताक्षरित कोटेशन के साथ वापस किया जाना है अन्यथा कोटेशन को अयोग्य माना जाएगा।
- 11. टेन्डर मे दी गई मात्रा अनुमानित है बजट उपलब्धता के आधार पर संख्या कम-ज्यादा हो सकती है।
- 12. आपूर्ति पश्चात सन्तोषप्रद गुणवता पाये जाने पर 1 वर्ष बाद सुरक्षा राशि लौटाई जा सकेगी।
- 13. साइट पर सम्पूर्ण सामग्री की आपूर्ति ,स्थापना एवं प्रदर्शन के बाद ट्रेजरी द्वारा भुगतान किया जाएगा। भुगतान पर नियमानुसार TDS and GST काटा जावेगा।
- 14. न्यूनतम मूल्यांकित बोली निर्धारित करने के लिए खरीद कमेटी सभी पर्याप्त रूप से उत्तरदायी बोलियों की तुलना एवं नेगोशियशन करेगी।
  - मैंने ऊपर बताए गए सभी नियमों और शर्तों को पढ़ और समझ लिया है।

नोटः नियम और शर्तों की स्वीकृति की विक्रेता द्वारा मुहरबंद और हस्ताक्षरित कोटेशन के साथ वापस किया जाना है अन्यथा कोटेशन को अयोग्य माना जाएगा।

निविदादाता के हस्ताक्षर

दिनांकः

(रबर स्टाम्प सहित )

हम,	प्रमाणित करते हैं कि इस निविदा विनिर्देश के संबंध में हमारे फर्म
द्वारा प्रस्तुत सभी जानकारी और डेटा हमारे	सर्वोत्तम ज्ञान के अनुसार सत्य और पूर्ण हैं। मैंने विवरण में विनिर्देश,
और शर्तों को पढ़ लिया है और विनिर्देशों क	जी आवश्यकताओं और इरादे का पालन करने के लिए सहमत हूं।
1 फोन	
2 ई—मेल	
3 संपर्क व्यक्ति का नाम	
4 मोबाइल नंबर	
5 जीएसटी नंबर	
7 बैंक विवरण प्रदान करें:	
क) बैंक का नाम	

ख) खाता संख्या

ग) असफल बोलीदाता को ईएमडी वापस करने के लिए कृपया एक चेक बुक पृष्ठ की स्कैन की हुई प्रति संलग्न करें

(निविदाकर्ता के हस्ताक्षर)

कंपनी की मुहर

CHAL

## तकनीकी बिड भरनें हेतु अनुदेश

- सभी शर्तों को ध्यानपूर्वक पढ़ें तथा कोई संदेह हो तो महाविद्यालय से संपर्क कर स्पष्टीकरण प्राप्त कर लेवे।
- प्रत्येक प्रपत्र को पहले ध्यानपूर्वक पढ़े तथा निर्देशानुसार भरकर हस्ताक्षर करे। कोई भी प्रपत्र अधूरा भरा होने, हस्ताक्षर न होने अथवा अन्य कमी होने पर आपकी बोली अमान्य कर दी जाएगी।
- 3. तकनीकी बिड सभी प्रमाणपत्रों सहित मय हस्ताक्षर कर प्रस्तुत की जानी है।
- संलग्न दस्तावेजों की पेज नंबरिंग कर उसकी पृष्ठ संख्या संबंधित Annexure में लिखे ताकि चेक करनें में आसानी हो।
- तकनीकी बिड के साथ संलग्न वित्तीय बिड प्रपत्र केवल जानकारी के लिए है। इसमें कोई राशि नहीं भरे।
- तकनीकी बिड के साथ लगाया गया कोई भी दस्तावेज मिथ्या, कूटरचित या भटकानें वाला पाये जाने पर तकनीकी बिड अस्वीकार कर दी जाएगी।
- प्रतिभूति, बोली शुल्क व प्रक्रिया शुल्क राशि जमा करानें का प्रिंटेड दस्तावेज तकनीकी बिड के लिफाफे में प्रस्तुत किया जाना चाहिए।
- 8. तकनीकी बिड में उपकरण / मशीनरी की तकनीकी विशेषताओं, विनिर्देशों (मेक, मॉडल, आकार, वजन, रंग इत्यादि कोई जो भी हो वर्णन सहित विस्तृत लीफलेट, ब्रोशर ,पम्पलेट या आइटम का चिन्हित कैटलॉग होना आवश्यक है, इसके अभाव मे तकनीकी बिड को रद्द किया जा सकता है।

# तकनीकी बिड के साथ संलग्न किए जानें वाले दस्तावेजों का विवरण

क्र.	<b>`</b>	संस्था द्वारा भरा जाने	
सं.	दस्तावेज का विवरण	वाला	संलग्न पृष्ठ संख्या
×1.		विवरण ⁄ अभ्युक्ति	
1	बोली फार्म की कीमत जमा कराने का विवरण		
2	बोली प्रतिभूति (EMD) जमा का विवरण		
3	प्रोसेसिंग फीस जमा करानें का विवरण		
4	Declaration by Bidder		
5	तकनीकी शर्तें मय हस्ताक्षर		
6	प्रपत्र ए बी सी एवं डी हस्ताक्षरित		
7	वस्तु एवं सेवा कर (GST) प्रमाण पत्र		
	<u> </u>		
8	पेन कार्ड की प्रति		
9	Compliance Sheet Properly Filled		
10	Turnover Certificate 2021-22, 2022-23, 2023-24		
11	Authorization Certificates		
12	Brochures/Drawing/Design of Offered Products		
10	Latast Sumply Orders to Court Don't an		
13	Latest Supply Orders to Govt Deptt or		
	Universities 2023-24 if Any		
14	Other Documents If Any		

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बोलीदाता के हस्ताक्षर नाम .....

फर्म की मोहर

#### General terms & condition for supply of Equipment/ Machinery items in reference to E-Bid

- 1. Open bids are invited from the Bonafide suppliers for supply of various Equipment/ Machinery required for the use of the College for the period of 12 months w.e.f. the date of agreement after approval by Dean of the college.
- 2. The bid must be accompanied with a EMD of Rs. 19200 /- Deposited as per direction given failing which they will be liable to be rejected.
- 3. BID must be submitted strictly in accordance with the terms & conditions and specifications of the BID document and the BIDER should not quote their own/ counter condition while submitting their BID documents otherwise the BID will liable to be rejected. Once the BID is submitted, it will be considered and construed that the BIDDER agrees to all the terms & conditions of the BID.
- 4. The bidder should have its GST No. otherwise the bid will not be accepted.
- 5. Rates must be quoted upto the indenter destination FOR Chatarganj Hindoli-Bundi
- 6. The rates shall remain firm and fix during the contract period and no increase shall be allowed.
- 7. The College would pay the increased Sales Tax, GST and other duty taxes if imposed by the Govt during the currency of rate contract on submission of proof.
- 8. Validity of the BIDs/ offers would be 60 days from the date of opening of the BID.
- 9. The approved rate shall be effective up to 12 months from the date of approved.
- 10. The BIDDER is not allowed to withdraw or modify his offer or add any condition after opening of the BID, otherwise his earnest money is liable to be forfeited.
- 11. College reserves the right to accept any BID not necessarily the lowest, reject any BID without assigning any reason and accept one or more BID for all or any one or more items for which BID has been submitted.
- 12. Approved BIDDER will have to execute an agreement in the prescribed format (which shall be supplied with the BID order) on a non-judicial stamp of Rs. 500/- at his own cost within given time from the approval of the BID in the Dean office.
- 13. The BID must be submitted accurately in accordance with the conditions of the BID and all the enclosures (duly signed and stamped) otherwise the BID will be rejected.
- 14. If the purchase order (s) is/ are not executed in time and/ or the satisfaction, the contract approval can be repudiated at any time by the College of Agriculture, Hindoli-Bundi. After giving an opportunity to the Controller (BIDDER) for being heard.
- 15. Notwithstanding anything contained herein before in these special terms & conditions the College reserves to itself the right to take action against the defaulting suppliers or against the supplier/ agent (s) for any kind of misbehavior or for any breach of the contract what-so-ever by way of working imposes of any penalty forfeiting of security money, cancellation of order, cancellation of the agreement and van of future business dealing.
- 16. The ordered material will have to be supplied within 10 days from the date of placing the purchase order the 'Urgent' marked purchase order (s) will have to be supplied executed immediately within the period as mentioned in the order (s). validity of the order can be extended by the purchaser (s) failing which Risk purchases may be made from the other supplier(s) and difference paid to or any pertinent letter from any purchaser(s) i.e. the Direct Demanding Officers of any of the unit.
- 17. In case the ordered goods are not submitted according to the specification and for not supplied in time, the Security Deposit will be forfeited and excess amount if any, incurred by the University will also be recovered from the contractor.
- 18. Samples with packing of each item must be submitted as desired by technical committee. Technical bid without samples checking will not be considered.
- 19. The price under this rate contract shall be subject to the price fall clause. It is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes/ reduces its price

to render similar goods, at a price lower than the rate contract price to anyone in the state at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract & the rate contrate shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transition with it, shall not be conducted.

- 20. Payment of the bill shall be made only after goods are delivered at the Stores and on inspection if they are found as per specification. No part payment will be entertained/ accepted.
- 21. Successful bidders have to deposit performance security 2.5% of work order amount.
- 22. In case the BIDDER is an authorized Stockiest/ Dealer/ Agent/ Suppliers or the MFG. for supply of BIDed items; Photostat attested true copies of the supporting document (received from MFG.) must be submitted along with the BIDDER.

If the BIDDER fails to deliver the goods within the period specified in the BID form, the Dean may at his discretion allow the extension of time subject to recovery from the BIDDER to agreed, liquidated damages and not by way of penalty, a sum equal to the following percentage of the value of stores which the BIDDER has filed to supply for period of delay as stated below:-

- A. Delay upto one fourth period of the prescribed delivery period: 2.5%
- B. Delay exceeding one fourth but not exceeding half of the prescribed delivery period: 5.0%
- C. Delay exceeding half but not exceeding three fourth of the prescribed delivery period: 4.5%
- D. Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period:
- 23. University may apply penalties as per RTPP act 2012. Any/ Other provisions applying in above contract are governed by the RTPPR-2013 (Rajasthan Transparency in Public Procurement Rules-2013. Provisions related with circulars and notifications regarding hiring of vehicle will be also applicable.
- 24. All disputes are under jurisdiction of Bundi district.

10.0%

DEAN

I/We hereby declare that I/We have read carefully all the above-mentioned special terms & conditions and I/We agree to confirm these.

Signature of the Bidder With his firm's Rubber stamp

## Special Conditions/ Directions for Equipment/ Machinery Suppliers

- 1. All specification are general in nature.
- 2. Higher specifications and minor deviation in specification may be allowed but decision of technical cum procurement committee will be final.
- 3. Brand and model number strictly be mentioned in compliance sheet any discrepancy in model No. while technical check shouldn't be allowed.
- 4. Please offer best items for given technical specifications and prices.
- 5. All offered items should have minimum one year warranty if not given in tech specification.
- 6. If bidder is quoting branded product, please submit brochure with technical BID.
- 7. Technical committee will check the product only quality first basis. Technical committee may select only one product offered by bidders or may reject all the offers of any product not found satisfactory during technical check.
- 8. Technically committee will visit the bidder showroom/ factory for the technical check if situated in Kota otherwise bidder has to submit samples at College store for technical check within time given by the committee.
- 9. Outside bidders should have a sub dealer/ dealer firm in Kota for warranty/ repairing purpose.
- 10. If any query please contact the College officials before bidding.

DEAN

I/We hereby declare that I/We have read carefully all the above-mentioned special terms & conditions and I/We agree to confirm these.

Signature of the Bidder With his firm's Rubber stamp

## **DECLARATION BY BIDDER**

I/ We ..... declare that I am/ we are Bonafide firm/ Suppler/ Company/ Proprietor in the supply of Equipment/ machinery items etc. for which I/ We have bid.

If this declaration is found to be incorrect then without prejudice to any other that may be taken, my/ our security may be forfeited in full and the BID if any to the extent accepted may be cancelled. I accept all terms and conditions of the bid.

Signature of the Bidder

With his firm's Rubber stamp

CLEM

### 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 correction 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.

- 1. 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 purpose of the Bid; or
  - d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision 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 specification of the Goods, Works or Service 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.

#### Declaration by the Bidder

1A

In relation to my/our Bid submitted to ......for procurement of ......in response to their Notice Inviting Bids No......Dated .....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 Biding 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 specification in the Bidding Document;
- 3. I/We have are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding 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 conducted or the making of false statement 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 proceeding;
- 5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding Document, which material affects fair competition;

Date:

Place:

Signature of bidder Name:

Designation:

Address:

CLAN

#### Annexure C: Grievance Redressal during Procurement Process

The designation and the address of the first Appellate Authority is DEAN, College of Agriculture, Hindoli-Bundi.

The designation and the address of the Second Appellate Authority is Vice-Chancellor, Agriculture University, Kota.

#### (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 there under, 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:

Providing that after the declaration of a Bidder as successful the appeal may be filled only by a Bidder who has participated in procurement proceeding:

Providing 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 filled 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 endeavor 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 Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidder Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

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

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

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

#### (5) Form of Appeal

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

#### (6) Fee for Filling Appeal

- (a) Fee for first appeal shall be 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 issued notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date of fix 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.

## Annexure D: Additional Conditions of Contract

#### 1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, that 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 quality, the unit price shall prevail and the total price shall be corrected, unless in the opinion in 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 a 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 in the amount in figures shall prevail subject to (i) and (ii) above. If the Bidder that submitted the lowest evaluated Bid does not accepted the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Deceleration shall be executed.

#### 2. Procuring Entity's Right to very 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 price or other terms & 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 fail to do so, the Procurement 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 one than more 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 fro 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.

CLEM

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

Appeal No ..... of .....

Before the ...... (First / Second Appellate Authority)

Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

- 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, 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 document enclosed with the appeal:
- 6. Grounds of appeal:

Place		••••	 	••
Date		••••	 	•
Appellant's Sig	natur	e		

## AGREEMENT

- 1. An agreement made this ...... day of ..... M/s ..... (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his/ her successors, executors and administrators of the one part and The Dean College of Agriculture, Hindoli-Bundi of the State of Rajasthan be deemed to include his successors in office and assigns) of the other part.
- 2. Whereas the approved supplier has agreed with the College to supply to the at its Office. 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..... vide Demand Draft/ NEFT/RTGS No ...... dated: ..... as security deposit/ performance security.
- 4. Now these Presents witness:
  - (1) In consideration of the payment to be made by the College through Cheque at the rates set forth in the order ...... Date ...... the approved supplier will duly supply the said Equipment/ Machinery items set forth in supply order issued by this office. Thereof in the manner set forth in the conditions of the BID and contract.
  - (2) The conditions of the BID and contract for open BID enclosed to the BID notice No...... dated...... are 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 No..... received from BIDDER and letters No..... issued by the College and appended to this agreement shall also form part of this agreement.
  - (4)
- (a) The College 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 College 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.
- (b) The mode of Payment will be as specified below:-
- 1. After 7 days from submission of supply bill & satisfactory completion of supply as per order.
- 2. the delivery shall be effected and completed within the period mentioned in the supply order.
- 5. 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 BIDDER has failed to supply :- $21/_2\%$ 
  - (a) Delay upto one fourth period of the prescribed delivery period.
  - (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period. 5%
  - (c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period. 71/2%
  - (d) Delay exceeding three fourth of the prescribed delivery period. 10%

#### Note :

- Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than (i) half a day.
- The maximum amount of agreed liquidated damages shall be 10% (ii)
- If the supplier requires an extension of time in completion of contractual supply on account (iii) 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.

- (iv) 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 BIDDER.
- 6. Estimated supply cost in currency of rate contract period in Rs. 5.00 Lacs but no minimum quantity/ cost in guaranteed and no compensation shall be paid for this BIDDER have to fulfil the work on Bided/ approved rate in place, time and period as given by Dean College of Agriculture, Hindoli-Bundi.
- 7. Rate contract may be extended for further one year if the performance is found satisfactory and market prices shall not fluctuate significantly & after approval of Hon'ble Vice-Chancellor.
- 8. Security deposit/ Performance security shall be refunded soon after successful completion of Rate contract. No interest shall be given on this & after.
- 9. Security deposit/ Performance Security shall be 5% of order of supply value. Earnest money will adjusted towards this if tenderer wishes so and remaining shall be submitted in the form of D.D. on the same day of the agreement. Failing which empower the university to forfeit the earnest money and cancel to BID. If BIDDER wants to refund the earnest money, he shall submit the security in full.
- 10. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the College and the decision of the College shall be final.
- 11. In case any matter is silent, it shall be governed by RPPR-2013 (Rajasthan Transparency in Public Procurement Rules, 2013 to be seen on Finance Department website www.financerajasthan.gov.in)

In witness whereof the parties hereto have set their hands on the ..... day of ..... 2025

Signature of the approved supplier.

DEAN

Date:

Witness No. 1

Witness No. 2

Witness No. 1

Witness No. 2

## **Equipment / Machinery items and technical specification cum compliance sheet**

Sr.	Product Name	Approx	Technical specification	Sample Photo	Complia	nce to be filled	by bidder
No.	& Approx Qty.	price per Unit			Product brand/ make and model no.	specification compliance Yes/No	Are technical specification are higher side Yes/No
1.	1.5 T Spilt Invertor AC – (6)	50000	Gross volume-1.5 ton, Energy rating-3 star, 4 Multiple adjustable mode, High ambient, super dry turbo cooling, Anti-microbial filtration, 100% copper winding, 2024 Model Preferred brand Voltas or at par brands				
2.	R.O. (7)	50000	<ol> <li>Capacity 50 L/Hr.</li> <li>Minium Dimension 415Lx222Wx475H</li> <li>Body material: ABS food grade plastic</li> <li>Approx. weight : 15Kg</li> <li>R.O.+UV+UF+TDS controller</li> <li>Preferred brand : Kent, Aqua guard or at par brands.</li> </ol>				
3.	Water Cooler (7)	30000	<ol> <li>Capacity 40/80 L</li> <li>Voltage : 230V</li> <li>Minimum Dimension: 1140x665x485 mm</li> <li>Steel body</li> <li>Number of Tap: 2</li> <li>Approx. weight: 45-50Kg</li> <li>Preferred brand: Blue star, Voltas.</li> </ol>				

4.	Solar Geyser (2)	50000	<ol> <li>Capacity 500L</li> <li>10 Years Guarantee for Tank</li> <li>Glass Lined Inner tank,</li> <li>Suitable for Hard Water up-to 1300 TDS,</li> <li>Maintenance free, High Efficiency,</li> <li>Air vent system to provide max water pressure,</li> <li>No. of tubes : 38</li> </ol>				
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Seal & Signature Bidder

# लिफाफा न02 में सीलबंद किया जाना है कृषि महाविद्यालय, हिंडोली—बूंदी

कृषि विश्वविद्यालय, कोटा (राज.)

## वित्तीय बोली

मद का नामः कृषि कॉलेज हिंडोली ए.सी., आर.ओ., वाटर कूलर एवं सोलर गीजर आदि की आपूर्ति

- 3. मोबाइल नंबर : .....
- 4. ईमेल आईडी : .....
- 5. निविदा प्राप्त करने की अंतिम तिथि एवं समय दिनांकः 07.02.2025 (दोपहर 12:00 बजे तक)
- 6. खोलने की तिथि और समयः दिनांकः 07.02.2025 (दोपहर 1.00 बजे)
- 7. खोलने का स्थानः कृषि महाविद्यालय, हिंडोली जिला बूंदी
- 8. मद की आपूर्ति की अवधि : कार्यादेश प्राप्त होने की तिथि से 7 दिन
- 9. विनिर्देश के अनुसार आवश्यक वस्तुओं का विवरण।

क्र.सं.	विवरण	मापदण्ड तकनीकी	अनुमानित	दी गई दरें रू मे
		बोली के अनुसार	मात्रा	
1	ए.सी.	संलग्न	6	रू प्रति ए.सी.
		-		
2	आर.ओ.	संलग्न	7	रू प्रति आर.ओ.
3	वाटर कूलर	संलग्न	7	रू प्रति वाटर कूलर
4	सोलर गीजर	संलग्न	2	रू प्रति सोलर गीजर

नोट :– दरें समस्त कर सहित एफ.ओ.आर. कृषि महाविद्यालय चतरगंज हिंडोली–बूंदी होगी।

हमारी / मेरी फर्म कृषि महाविद्यालय, हिंडोली–बूंदी में उपरोक्त निर्धारित नियमों और शर्तों के साथ उद्धृत दरों पर आपूर्ति एवं स्थापना की करने की पेशकश करती है।

आपूर्तिकर्ता का हस्ताक्षर

(रबड़ की मोहर)

जगहः

तारीखः

CLAR