

Government of Rajasthan
Pant krishi bhawan samuhik suvidha vikas samiti
Pant Krishi Bhawan, Jaipur

No: F.2 () CT/Canteen/2018-19/ 13

Date:- 12.04.2018

Notice Inviting Bid No. 01/2018-19

Commissioner, Agriculture Department, Jaipur Rajasthan invites on behalf of Government of Rajasthan, offline-Bid for the Operation of Canteen at Pant Krishi Bhawan, Janpath Jaipur.

Details of the important dates regarding bid are as below:-

Bid Start date	: -	20.04.2018 10:00 AM
Last date of bid submission	: -	02.05.2018 up to 11:00 AM
Opening of Technical Bid	: -	02-05-2018 at 3:30 PM
Earnest Money	: -	Rs 10,000
UBN No.	: -	

Further Details of the Bid can be seen at the departmental website,
<https://www.agriculture.rajasthan.gov.in> and <https://www.sppp.rajasthan.gov.in>


Commissioner Agriculture

**Commissionerate of Agriculture
Pant Krishi Bhawan Common Facility Committee
Room No147, Pant Krishi Bhawan, Jaipur**

F2 ()/CT/Canteen/2018-19/

Date

BID DOCUMENT

Operation of Canteen

at Pant Krishi Bhawan, Janpath Jaipur.

Estimated Cost of Work	: Rs. 5.00 Lacks
Mode of Bid Submission	: National Open Competitive offline Bid
Last Date of purchase of Bid Document	: 1-5-2018
Last Date of Submission of Bid Fee,	: 2-5-2018 up to 11:00 AM
Bid Document & Bid Security	
Opening of Technical Bid	: 2-5-2018 at 3:30 P.M.

at

Pant Krishi Bhawan, SAMITI

1st Floor, Pant Krishi Bhawan, Janpath, Jaipur (Rajasthan)

Phone: 0141-2227471 Fax: 0141-2227088

Web: <http://krishi.rajasthan.gov.in>, Email: caretaker.agr.agri@rajasthan.gov.in

Cost: Rs. 500/-

NIB Reference No. 01/2018-19

**Draft Final Request for Proposal for
Operation of Canteen at Pant Krishi Bhawan, Janpath Jaipur
through National Open Competitive offline Bid**

Mode of Bid Submission	Offline submission
Procuring Authority	Commissioner Agriculture, Agriculture Department
Last Date & Time of Submission of Bid	02.05.2018 up to 11:00 AM
Last Date & time for Submission of Bid fee, and Bid Security	02.05.2018 up to 11:00 AM
Date & Time of Opening of Technical Bid	02.05.2018 at 3:30 pm

Bidding document Fee: Rs. 500/- (Rupees five hundred only)

Note:- Financial bid should be submitted in a separate sealed envelope and then it should be placed along with technical bid in another envelope. If the financial bid is not found sealed, the bid is liable to be rejected.

Pant Krishi Bhawan, SAMITI

1st Floor, Pant Krishi Bhawan, Janpath, Jaipur (Rajasthan)

Phone: 0141-2227471 Fax: 0141-2227088

Web: <http://krishi.rajasthan.gov.in>, Email: caretaker.agr.agri@rajasthan.gov.in

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (POA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any Bid, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Commissioner, Agriculture, Govt. of Rajasthan in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order till One Year
Day	A calendar day as per GoR/ Gol
SAMITI	Department of Agriculture
GoR, Gol	Government of Rajasthan, Government of India
eGRAS	Online Government Receipts Accounting System (e-GRAS) is an e-Governance Initiative of Government of Rajasthan under Mission Mode Project category and is part of Integrated Financial Management System (IFMS). e-GRAS facilitates collection of tax/ non-tax revenue in both the modes: online as well as manual. All types of government revenue may be deposited online using this website: https://egras.raj.nic.in/

FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
ITB	Instruction to Bidders
LD	Liquidated Damages
LOI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places i.e. Pant Krishi Bhawan, Janpath. Jaipur.

PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Biding Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. Department of Agriculture in this bidding document.
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan (GOR)
State Public Procurement Portal	http://sppp.raj.nic.in
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
GST	Goods and service Tax
WO	Work Order

1. INVITATION FOR BID (IFB)& NOTICE INVITING BID (NIB)

UBR No.	
NIB Ref. No.	01/2018-2019
Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: Chief Controller & Commissioner Agriculture Address: Pant Krishi Bhawan, Janpath, Jaipur (Rajasthan)
Name & Address of the OIC (Procurement Cell)	<ul style="list-style-type: none"> Name: Raman Nepalia Designation: Assistant Engineer (Maintenance) Address: Room No 147, Pant Krishi Bhawan, Janpath, Jaipur (Rajasthan) Email: caretaker.agr.agri@rajasthan.gov.in
Subject Matter of Procurement	Operation of Canteen for Pant Krishi Bhawan, Janpath, Jaipur.
Bid Procedure	Single-stage: two part (envelop) national open competitive offline-Bid
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: http://sppp.raj.nic.in, http://www.rajasthan.gov.in, http://agriculture.rajasthan.gov.in Bidding document fee: Rs. 500/- (Rupees five hundred only) in Demand Draft in favour of "Commissioner Agriculture" payable at "Jaipur".
Estimated Procurement Value	Rs. 5,00,000/- (Rupees Five Lacks only)
Estimated Completion period of project	12 Months after issue of Work Order
Bid Security	<ul style="list-style-type: none"> Amount (INR): 10,000 (Rupees Ten Thousand only)
Period of Sale of Bidding document (Start/ End Date)	20.04.2018 to 01.05.2018
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> Manner :offline submission Start Date: 20.04.2018 from 10:00 AM End Date: 02.05.2018 upto 11:00 AM
Submission of Bid Fee, Bid Security, Bid Document etc.	From 20.04.2018 , 10:00 AM onwards and up to 11:00 AM on 02.05.2018
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> Date: 02.05.2018 Time: 03:30 PM Place: Pant Krishi Bhawan, Committee Room, First Floor, Jaipur (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> Bidder (authorised signatory) shall submit their offer off-line in the office in any working day and working time within the period mentioned in NIB and this bidding document, both for technical and financial proposal along with Bid Fees and Bid Security should also be submitted physically with it at the office. * In case, any of the bidders fails to physically submit the Bid Fee, Bid Security, as per the time schedule mentioned above, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of "Commissioner, Agriculture payable at "Jaipur" from any Scheduled Commercial Bank. 	

- 3) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 4) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 5) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 6) The provisions of RTPP Act 2012 and RTTP Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and RTTP Rules 2013 thereto, the later shall prevail.

PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

1) A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement</p> <p>(Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)</p> <p style="text-align: center;">OR</p> <p>A company registered under Indian Companies Act, 1956</p> <p style="text-align: center;">OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p>	<p>- Copy of valid Registration Certificates</p> <p>- Self-certified declaration</p> <p>- (if applicable)</p> <p>- Copy of Certificates of incorporation</p>
2	Financial: Net Worth	The net worth of the bidder as on 31/03/2017 should be Positive.	CA Certificate with CA's Registration Number/ Seal
3	Technical Capability	<p>The bidder must have successfully completed/ executing at least one project of Operation of Canteen with a value not less than the amount Rs. 3 Lacks during the period from 01/04/2014 to till date of bid submission.</p> <p style="text-align: center;">OR</p> <p>The bidder must have successfully completed/ executing at least two projects of Operation of Canteen such that the total value of the projects should not be less than Rs. 5 Lacks during the period from 01/04/2014 to till date of bid submission.</p>	<p>Work Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); or</p> <p>Work Order + Phase Completion Certificate from the client</p>
4	Mandatory Undertaking	<p>Bidder should: -</p> <p>a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</p> <p>b) not have, and their directors and officers not have, been convicted of any criminal offence</p>	A Self Certified letter as per Annexure-5: Self-Declaration

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) Comply with the code of integrity as specified in the bidding document.</p>	
5	Experience	The Firm / Company shall have experience of 5 years (Five Years) of doing Operation of Canteen in Government (State or Central) / Semi Government multi Stories building.	A copy of Satisfactory work certificate should be attached
6	Labour Department Registration	The Firm / Company should have registration in Labour Department under labour Laws	A copy of certificate should be attached
7	Tax Registration	<p>The bidder should have registered under:-</p> <p>i. GST where his business is located if applicable</p> <p>ii. Pan number.</p>	Copies of relevant certificates of registration GST from the relevant Officer of the Circle concerned
8	Food safety license	The bidder should have registered under food safety and standards Act with medical, Health and family welfare Department GOR	Copies of relevant certificates of registration

- 2) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -
- a. The procuring entity shall disqualify a bidder as per the provisions under “Clause:Exclusion/ Disqualification of bids in point no. 19 of ITB”; and
 - b. The procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

1. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Bid Documents

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- b) The bidding documents shall be made available to any prospective bidder who pays the price for it by bank demand draft, banker's cheque.

2) Changes in the Bidding document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

3) Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

4) Format and Signing of Bids

- a) All the documents submitted should be signed with authorized signatory.
- b) A Single stage- Two part/ cover system shall be followed for the Bid: -

- a. Technical Bid, including fee details, eligibility & technical documents
 - b. Financial Bid
- c) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Bid Fee), Bid Security	Instrument/ Proof of submission
Eligibility Documents		
2.	Bidder's Authorisation Certificate	As per Annexure-4
3.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
Technical Documents		
4.	Certificate of Conformity/ No Deviation	As per Annexure-6
5.	Declaration by Bidders	As per Annexure-7

- b) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure-8
2.	Financial Bid	BOQ format available with bidding document

- c) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

5) Cost & Language of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

6) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid and should also mention the details of the quoted make/ model in the “Components Offered”. Bidder, if any, quoting multiple brands/ make/ models in his bid, such bid may be liable for rejection by the Purchaser.

7) Bid Security

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- b) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- c) Bid security instrument or a bid securing declaration shall necessarily accompany the technical bid.
- d) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- e) The bid security may be given in the form of banker’s cheque or demand draft in specified format, of a scheduled bank. The bid security must remain valid Sixty days beyond the original or extended validity period of the bid.
- f) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- g) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- h) However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- i) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- j) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - 1) when the bidder withdraws or modifies its bid after opening of bids;

- 2) when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - 3) when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - 4) when the bidder does not deposit the performance security within specified period after the Letter of acceptance is placed; and
 - 5) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- k) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- l) No interest shall be payable on the bid security.
- m) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- n) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
- 1) the expiry of validity of bid security;
 - 2) the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - 3) the cancellation of the procurement process; or
 - 4) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- 8) **Deadline for the submission of Bids**
- a) Bids shall be received up to the time and date specified in the NIB.
 - b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or

opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

9) Mode of Payment

Successful bidder after entering into contract with the procuring entity and completing all the formalities will have to pay according to the rates quoted and approved as below:-

The contracted agency will have to pay the approved rates and rent (as quoted in financial bid and approved by procuring entity after successful completion of work on monthly basis.

10) Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened only for the bidders who have submitted the prescribed fee(s) to SAMITI
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration,
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document and bid security.
- g) The Financial Bidcover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

11) Selection Method

The selection method is Least Cost Based Selection (LCBS) i.e. L1 basis of all items taken together.

12) Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- e) All communications generated under this rule shall be included in the record of the procurement proceedings.

13) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. “deviation” is a departure from the requirements specified in the bidding document;
 - ii. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or

2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, GST certificate, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria

Bids shall be evaluated based on the compliance of the documents submitted in the technical bid.

d) Tabulation of Technical Bids

- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.

- e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

14) **Evaluation & Tabulation of Financial Bids**

Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the procuring entity shall take following actions for evaluation of financial Bids:-

- a) The Financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order;
- g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

15) **Correction of Arithmetic Errors in Financial Bids**

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

- a) 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 bid evaluation committee 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;

- b) 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
- c) 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 clause (a) and (b) above.

16) Price/ purchase preference in evaluation

Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

17) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

18) Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
 - a. communicated to the concerned bidder in writing;
 - b. published on the State Public Procurement Portal, if applicable.

19) Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
 - a. the Bid is technically qualified;
 - b. the price quoted by the bidder is assessed to be reasonable;
 - c. the Bid is unconditional and complete in all respects;
 - d. there are no obvious indicators of cartelization amongst bidders; and

- e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invoke Bids after recording reasons.
- d) If a decision to re-invoke the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

20) Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period of time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not

specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

21) Information and publication of award

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

22) Procuring entity's right to accept or reject any or all Bids

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

23) Right to vary quantity

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased, but such increase shall not exceed 50% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- c) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - b. 50% of the value of goods or services of the original contract.

24) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from successful bidder(s) except the departments of the State Government and undertakings, corporations,

autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

- b) The amount of performance security shall be 8% of the amount of Estimated cost in case of procurement of services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [b.] to [e.] of (c)above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily.

- c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

25) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract on a non judicial stamp paper within **15 days** from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

26) Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - a. impede enforcement of any law;
 - b. affect the security or strategic interests of India;
 - c. affect the intellectual property rights or legitimate commercial interests of bidders;
 - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.

- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

27) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

28) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
 - a. Prohibiting

- i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. 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;
 - vii. any obstruction of any investigation or audit of a procurement process;
- b. disclosure of conflict of interest;
- c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
- a. exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

29) Interference with Procurement Process

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;

- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lacs rupees or ten per cent of the assessed value of procurement, whichever is less.

30) Appeals

- a) Subject to “Appeal not to lie in certain cases” below, 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 guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 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:
 - a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :
First Appellate Authority:ACS/ Principal Secretary, Agriculture or as determined by GoR
Second Appellate Authority:Secretary Finance (Budget), GoR

f) Form of Appeal:

- a. Every appeal under (a) and (c) above shall be as per Annexure-13 along with as many copies as there are respondents in the appeal.
- b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

g) Fee for Appeal: 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 payable in the name of Appellate Authority concerned.

h) 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 (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

31) Stay of procurement proceedings

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

32) Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the “The Rajasthan Transparency Public Procurement Act 2012”, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

33) Offenses by Firms/ Companies

a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

c) For the purpose of this section-

a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals;

b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

34) Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

TERMS AND CONDITIONS OF BID & CONTRACT

1) **Language**

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

2) **Service of Notice, Documents & Orders**

- a) A notice, document or order shall be deemed to be served on any individual by -
 - a. delivering it to the person personally; or
 - b. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
- b) on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.
- c) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.

3) **Contract Price**

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

4) **Taxes & Duties**

- a) The TDS, GST, etc., if applicable, shall be deducted at source from the payment to the Supplier/ Selected Bidder as per the law in force at the time of execution of contract.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.

- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) Revision of taxes, if any and as applicable, shall be handled as per Clause “Change in Laws & Regulations” of this chapter.
- e) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

5) **Payments**

- a) Payment for the work will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with G.F.& A.R on monthly basis and as per the terms and condition mentioned in this bid document.

- 6) Bidders must make their own arrangements to obtain import licence, if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid 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 bid issued by the Purchase Officer.

- 7) **Settlement of Disputes:** 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.

- 8) 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.

9) **Limitation of Liability**

Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

10) Change in Laws & Regulations

- a) Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

11) Force Majeure

- a) The selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the SAMITI in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by SAMITI, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the SAMITI, the SAMITI may take the case with the supplier/ selected bidder on similar lines.

12) Termination

a) Termination for Default

- i. The procuring entity may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -

- a. If the supplier/ selected bidder fails to satisfactorily deliver any or all service within the time period specified in the contract, or any extension thereof granted by SAMITI; or
 - b. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If SAMITI terminates the contract in whole or in part, amount of PSD may be forfeited.
 - iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

SAMITI may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to SAMITI.

c) Termination for Convenience

- i. SAMITI, by a written notice of at least 30 days sent to the selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

13) General Conditions

- 1) The minimum bidding rent price shall be Rs. 5500. Bid quoted below this price is liable to be rejected.
- 2) The canteen area, store, furniture etc. will be provided by the Department, maintenance of which shall be the sole responsibility of the contracted firm.
- 3) Upkeeping (Cleaning etc.) of the canteen area shall be maintained by the Contracted firm on its own cost. After completion of contract period the contracted firm should have to return all items and area in good condition.

- 4) The canteen area shall be used for canteen purpose only. Under any condition it should not be used for any other commercial activity.
- 5) The contracted firm shall use commercial LPG cylinder only. No other fuel shall be used in the canteen.
- 6) Generally the canteen shall be opened and closed half an hour before and after the regular office timings respectively,. This period of time can be increased according to office order on any special occasion or on holiday.
- 7) Following arrangement shall be done by contracted firm at his own level
 1. As per requirement, edible items shall be distributed and served by the canteen workers in the rooms of respective officers / employees.
 2. There shall a specified uniform for the workers of canteen. Arrangement of this uniform will be done by contracted firm at its own cost.
 3. Canteen crockrey shall be neat and clean.
 4. At any condition, worker employed for canteen work shall not be less than 18 years old.
 5. The contracted firm shall obey the Labour Law of State Government.
 6. The contracted firm shall be responsible for all the taxes and Labour related cases.
 7. The contracted firm shall be responsible for the recovery of any due payments.
- 8) The contracted firm shall keep the edible items at neat & clean place, covered and away from flies, mosquitoes etc.
- 9) The contracted firm shall have weighing machine and weights approved by Weight & Measurement Department, GOR.
- 10) Commissioner Agriculture, Care Taker or any other officer appointed for the purpose, may check the canteen at any time.
- 11) There shall be no change in the shape, weight and variety of the items during the period of contract.
- 12) It will be compulsory for the contracted firm to mention the order number and date of Tea/ Refreshment/ Lunch Packets order on the bill at the time of submitting it to the department.
- 13) It will be compulsory for the contracted firm to keep a microwave in the canteen for the products which are to be served hot.
- 14) The edible items are compulsory to be of higher quality (Agmark).
- 15) The contracted firm shall be levied with Rs. 500 for each time if any defect is found in the edible items.
- 16) Action according to the food safety rules will be taken against the contracted firm, if edible items are found to be contaminated. If there will be another complaint for the contaminated food, the contract with the contracted firm will be terminated immediately and the the Performance security deposit will be forfeitted.

- 17) The price list of edible items shall have to be displayed at proper place in the canteen.
- 18) Packed items shall not be sold at a price more than MRP.
- 19) If the contracted firm is found guilty for selling the edible items on more than the approved rates, a penalty of Rs. 200 will be imposed on first case and if it happens again then the contract will be terminated with immediate effect and the performance security will be forfeited.
- 20) The contracted firm shall have to make arrangement for the availability of lunch packets as per demand. For the purpose, demand may be raised up to 11:00 AM and accordingly the canteen operator shall have to make arrangements.
- 21) The canteen operator shall keep the complaint book at an appropriate place in canteen. In case of any complaint, the decision taken by commissioner Agriculture will be final. The right to take decision on all complaints and to all the condition as per requirement shall be reserved with commissioner Agriculture.
- 22) The contract and rent agreed upon for canteen operation will be for one year only. As per rules, this period can be extended if the service of the contracted firm found to be satisfactory with mutual consent after approval at competent level.
- 23) The contracted firm shall have to deposit the electricity charges as per consumption and prevailing rates of JVVNL.
- 24) The bidder shall have to submit Bid Security in form of Banker Cheque/DD in favour of Commissioner Agriculture amounting Rs. 10000.
- 25) The successful bidder shall have to provide an agreement mentioning all terms and conditions on a non judicial stamp paper of Rs. 1250. In Addition, a Banker Cheque / DD amounting Rs. 40000 shall also have to be provided in favour of Commissioner Agriculture, Jaipur as a performance security.
- 26) Conditional bid are liable to be rejected. It is Advisable not to mention any condition.
- 27) Commissioner Agriculture will have sole right to terminate the contract at any time. In case of any dispute in the bidding, the decision taken by the commissioner Agriculture will be final and acceptable to all. In case of any judicial dispute, the area of jurisdiction shall be Jaipur only.
- 28) If there is any dispute in decision taken by Commissioner Agriculture regarding bidding conditions / evaluations of bids, first appeal can be raised at Additional Chief Secretary Agriculture and second appeal can be raised at Secretary Finance (Budget) Government of Rajasthan.
- 29) All documents mentioned will be submitted necessarily by the bidder, if applicable. If bidder fails to submit those documents, he will be technically disqualified. Any shortfall of documents will not be entertained and bidder will not be given any chance for submission of any documents.
- 30) In general, the RTPP Act 2012, Rules 2013 shall prevail.

ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,

{Procuring entity},

_____ ,

_____ ,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-5: SELF-DECLARATION (to be filled by the bidder)

To,
{Procuring entity},

In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, :-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding document issued by the Procuring Entity;
- b) 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;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules there to prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION (to be filled by the bidder)

To,

{Procuring Entity},

CERTIFICATE

This is to certify that, the details of the services/work which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-7: DECLARATION BY BIDDER (to signed by selected bidder)

I/We declare that I am/we are bonafide/Manufacturers/Whole Sellers/Sole distributor/Authorised dealer/dealers/sole selling/Marketing agent in the goods/stores/equipment/services for which I/We have quoted.

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

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-8: FINANCIAL BID COVER LETTER &FORMAT

COVER LETTER {to be submitted by the bidder on his Letter head}

To,
The Commissioner,
Department of Agriculture,
Jaipur (Raj.)

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 180 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:
Authorized Signatory
Name:
Designation:

Financial Bid Format

{to be submitted by the bidder only in this format in a separate envelop }

	Bid Inviting Authority: - Chief Controller & Commissioner Agriculture, Pant Krishi Bhawan, JAIPUR, Rajasthan.
	Name Of Work: -Operation of Canteen at Pant Krishi Bhawan, Jaipur.
	Contract No:
	Bidder Name:-

BOQ for Operation of Canteen at Pant Krishi Bhawan, Jaipur

(This BoQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this Bid. Bidders are allowed to enter the Bidder Name and Values only)

S No	Item	Rent Rates on monthly basis to be given to the Samuhik Suvidha Vikas Samiti, Pant Krishi Bhawan Jaipur.	Total Amount (Rs.)
1	2	3	4
1	Rent to be given to the Samuhik Suvidha Vikas Samiti, Pant Krishi Bhawan Jaipur, for the Canteen Area for providing edible items at the rates decided by the Committee at Annexure-E, at Pant Krishi Bhawan, Janpath, Jaipur.		

NOTE: - MINIMUM RENT FOR THE ABOVE IS RS. 5500 PER MONTH, RATE QUOTED BELOW THIS RATE IS LIABLE TO BE REJECTED.

			परिशिष्ट- 'ई'
क्र०सं०	सामग्री का नाम	दर (राशि रुपये)	
1.	चाय 100 एम.एल. मय 33 प्रतिशत दूध	5.00	
2.	कॉफी-100 एम.एल. मय 75 प्रतिशत दूध	8.00	
3.	दूध मीठा 200 एम.एल.	15.00	
4.	समोसा 70 ग्राम	8.00	
5.	कचोडी 70 ग्राम	8.00	
6.	मिर्ची बडा / ब्रेड कोफ्ता 100 ग्राम मय सॉस पाउच	10.00	
7.	कोफ्ता 100 ग्राम	8.00	
8.	प्याज की कचोडी 100 ग्राम	10.00	
9.	पकोडी दाल / बेसन की 100 ग्राम	10.00	
10.	नमकीन 50 ग्राम	10.00	
11.	गाजर हलवा 50 ग्राम मावा युक्त	20.00	
12.	मावा बर्फी 50 ग्राम	18.00	
13.	गुलाब जामून छोटी साइज प्रति नग	8.00	
14.	गुलाब जामून बड़ी साइज प्रति नग	10.00	
15.	बड़ा रसगुल्ला प्रति नग	10.00	
16.	नमकीन मठरी 50 ग्राम	8.00	
17.	सांभर बड़ा (100 ग्राम बड़े का वजन)	20.00	
18.	लड्डू 100 ग्राम	20.00	
19.	पेटीज मय सॉस	15.00	
20.	चाय डिप	7.00	
21.	समोसा/कचोरी, मिठाई, वेफर, केला	35.00	
22.	पेस्ट्री/मिठाई, पेटीज, वेफर, केला	35.00	
23.	लस्सी 200 एम.एल.	15.00	
24.	कोल्ड ड्रिंक्स, बिस्किट, सरस डेयरी उत्पाद (दूध, छाछ, लस्सी, श्रीखण्ड आदि) एवं अन्य खाद्य सामग्री	अधिकतम छपे हुये मूल्य पर	
25.	ग्रीन टी	10.00	
26.	लेमन टी	10.00	
27.	नमकीन पाउच पैकिंग में	अधिकतम छपे हुये मूल्य पर	
28.	पेस्ट्री	20.00	
29.	पूड़ी (150 ग्राम) साथ में सब्जी –(सेल्फ सर्विस)	25.00	
30.	ज्यूस		
	1. मौसमी 200 एम एल	20.00	
	2. गाजर 200 एम एल	15.00	
	3. पाइन ऐपल 200 एम एल	20.00	
	4. आम 200 एम एल	20.00	
	5. मिक्स 200 एम एल	20.00	
31.	वर्किंग लंच		
	1. चपाती-4 (200 ग्राम)	6. पनीर	
	2. दाल-1	7. आचार-1	
	3. सिजनेबल सब्जी-1	8. सलाद	
	4. रायता	9. पापड़	
	5. स्वीट पीस	10. चावल	
		100.00	

ANNEXURE-9: BANK GUARANTEE FORMAT {to be submitted by the bidder's bank}
BANK GUARANTEE FORMAT –BID SECURITY

(To be stamped in accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
The Commissioner,
Department of Agriculture
Room No. 147, Pant Krishi Bhawan,
Janpath, Jaipur Rajasthan, 302005

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <please specify> M/s. (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIB Ref. No. _____ dated _____ issued by Pt. Govind Ballabh Pant Krishi Bhawan Samuhik Suvidha Vikas SAMITI, Janpath, Jaipur, Rajasthan (hereinafter referred to as "SAMITI") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. _____ (Rupees <in words>)> to the SAMITI as earnest money deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the SAMITI of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the SAMITI shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the SAMITI on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the SAMITI that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the SAMITI shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the SAMITI and it is further declared that it shall not be necessary for the SAMITI to proceed against the Bidder before proceeding against the Bank

and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the SAMITI may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the SAMITI to recover the said amount of <Rs. _____ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)
Place (Printed Name)
(Designation)
(Bank's common seal)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1)

.....

(2)

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by SAMITI.
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
The Commissioner,
Department of Agriculture,
Pant Krishi Bhawan, Janpath
Jaipur-302005 (Raj).

1. In consideration of the Pt.Govind Ballabh Pant Krishi Bhawan Samuhik Suvidha Vikas SAMITI (hereinafter called "SAMITI") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Work Order No.....datedmade between the SAMITI and(Contractor) for the work of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said work order, on production of a Bank Guarantee for Rs.....(Rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the SAMITI an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the SAMITI. Any such demand made on the bank by the SAMITI shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the SAMITI and We..... (Indicate the name of Bank), bound ourselves with all directions given by SAMITI regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the SAMITI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of SAMITI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the SAMITI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We(indicate the name of Bank) further agree with the SAMITI that the SAMITI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said work order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the SAMITI against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said work order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the SAMITI or any indulgence by the SAMITI to the said Contractor(s) or by any

such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the SAMITI in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the SAMITI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the SAMITI to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the SAMITI may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Jaipur, Rajasthan. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur, Rajasthan. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the SAMITI
For and on behalf of the SAMITI

Signature

(Name & Designation)

ANNEXURE-10: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this _____ day of _____, 2018 by and between Pt. Govind Ballabh Pant Krishi Bhawan samuhik Suvidha Vikas Samiti, Janpath, Jaipur, having its head office at Room No 147, Pant Krishi Bhawan, Janpath, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ Samiti) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a company registered under _____ with its registered office at _____ (herein after referred as the “Successful Bidder/ Supplier”) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

Purchaser is desirous of appointing an agency for the work of security and manpower as per the Terms and Conditions as set forth in the bidding document dated _____ of NIB No _____.

And whereas

The supplier represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and bidding document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. _____ dated _____, on which M/s _____ has given their acceptance vide their Letter No. _____ dated _____.

And whereas

The supplier has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as security deposit for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under: -

1. The NIB Ref. No. _____ dated _____ and bidding document dated _____ issued by SAMITI along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by SAMITI to M/s _____ at the rates set forth in the work order no. _____, _____ will duly supply the said articles set forth in BoQ thereof and provide related services in the manner set forth in the

bidding document, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.

3. The SAMITI do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the bidding document and Contract, the SAMITI will pay or cause to be paid to successful bidder at the time and the manner set forth in the said conditions of the bidding document, the amount payable for the services provided. The mode of Payment will be as specified in the bidding document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. _____ and completed by successful bidders within the period as specified in the bidding document.
5. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the bidding document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2018

Signed By:	Signed By:
(Designation: Company:	(Raman Nepalia) Assistant Engineer (Maintenance) Pant Krishi Bhawan Govt. of Rajasthan
<i>In the presence of:</i>	<i>In the presence of:</i>
(Designation: Company:	(Designation: Department of Agriculture Govt. of Rajasthan
(Designation: Company:	(Designation: Department of Agriculture Govt. of Rajasthan

Annexure 11 : 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 and investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest :-

The Bidder participating in a bidding process must not have a conflict of interest.

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

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

Annexure 12 : 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 Bid 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 of 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 of misrepresentations as to my/our professional conduct or the making of false statements of 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 :

Annexure 13 : 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 (Under Section 38 of RTPP Act, 2012)

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 of action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a bidder as successful the appeal may be filed only by a bidder who has participated in procurement proceedings:

Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose Technical bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective Bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

(4) Appeal not to lie in certain cases

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

- (a) Determination of need of procurement;
- (b) provisions limiting participation of bidders in the bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of appellate authority concerned.

(7) Procedure for disposal of appeal

(a) The first appellate Authority or Second appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be, shall,-

(i) hear all the parties to appeal present before him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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

Appeal No.....of

Before the(First/second appellate authority)

1. Particulars of appellant:

(i) Name of the appellant:

(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 enclosed with the appeal:

6. Ground of appeal:

.....
.....
.....-(Supported by an affidavit)

7.

Prayer:.....
.....

Place

Date.....

Appellant's Signature

Annexure 14 : Additional Conditions of Contract

1. Corretion 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 that 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 bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted.

ANNEXURE-15: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:
 - a. Name of the appellant:<please specify>
 - b. Official address, if any: <please specify>
 - c. Residential address:<please specify>

2. Name and address of the respondent(s):
 - a. <please specify>
 - b. <please specify>
 - c. <please specify>

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:<please specify>

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

5. Number of affidavits and documents enclosed with the appeal:<please specify>

6. Grounds of appeal (supported by an affidavit):<please specify>

7. Prayer:<please specify>

Place

Date

Appellant's Signature