



**Dr. HARPHOOL SINGH**  
**DIRECTOR**

**RAJASTHAN AGRICULTURAL RESEARCH INSTITUTE**  
**(S.K.N. AGRICULTURE UNIVERSITY, JOBNER)**  
**DURGAPURA, JAIPUR**



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No. F.9( )SKNAU/DIR-RARI/Acctt./2025/469

Dated: 16-6-2025

**Single Bid Tender Information**

Request for quotations (rfq) document to hire chartered accountant to submit GST Return, TDS Return, Monthly Accounting, Income Tax Return, TDS demand and Income Tax Refund through single source procurement method are invited at Rajasthan Agricultural Research Institute, Durgapura, Jaipur, (Rajasthan) with an estimated cost Rs.8.0 Lakh. Tender formats can be downloaded from [www.sknau.ac.in](http://www.sknau.ac.in) or are available at our office upto 11:00 AM on 24.06.2025. The Tender forms should be submitted up to 01:00 PM on or before 24.06.2025. The tender will be opened on the same day at 2.00 P.M. before the purchase committee by an officer duly authorised in the presence of any intending tenderer or their authorised representative who may be present. Detailed information regarding above mentioned tender is available at our office, university website [www.sknau.ac.in](http://www.sknau.ac.in) and <https://sppp.rajasthan.gov.in/>. The undersigned reserves the right to reject the tender without assigning any reason thereof.

  
**Director**

Copy to the following for information and further needful action:

1. The Comptroller, SKNAU, Jobner kindly appoint comptroller nominee.
2. The Incharge, CIMCA, SKNAU, Jobner for uploading on University Website- [www.sknau.ac.in](http://www.sknau.ac.in) and <https://sppp.rajasthan.gov.in/>.
3. The Chairman, tender committee members, RARI, Durgapura, Jaipur.
4. Dr. M.A.Kha, Asstt. Prof., Incharge Maharana Pratap Auditorium , RARI, Durgapura.
5. Dr. Rani Saxena, Asstt. Professor please upload the above tender on website, RARI, Durgapura, Jaipur.
6. Tender file.
7. Notice Board.

  
**Director**



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**Single Source Procurement Tender Information to Hire Chartered Accountant**

**RARI Durgapura (Jaipur)** request for quotations (rfq) document from **Singhal Jain & Co., (FRN No. 013995c), 56/83, Rajat Path, Mansarovar, Jaipur** for professional and consultancy services to hire chartered accountant to submit GST Return, TDS Return, Monthly Accounting, Income Tax Return, TDS demand and Income Tax Refund through single source procurement method are invited as per following terms and conditions:

1. Request for quotations (RFQ) document to hire chartered accountant are invited on behalf of **RARI Durgapura (Jaipur)** for listed below service upto **01:00 PM of 24.06.2025**.

1. Name of Service: To Hire Chartered Accountant To Submit GST Return, TDS Return, Monthly Accounting, Income Tax Return, TDS Demand And Income Tax Refund Through Single Source Procurement Method Are Invited At Rajasthan Agricultural Research Institute, Durgapura, Jaipur, (Rajasthan)			
2. Budget: <b>General</b>			
3. Last Date and time for submission of Tender: of <b>24.06.2025 at 01:00 PM</b>			
4. Date and time for opening of Tender: of <b>24.06.2025 at 02:00 PM</b>			
S.No.	Name of Service	Estimated Price (Rs.)	Amount of Bid Security (Rs.)
1	Chartered Accountant to submit GST Return, TDS Return, Monthly Accounting, Income Tax Return, TDS demand and Income Tax Refund.	<b>8.0 Lakh</b>	Not Required

2. The complete Bidding Document including the Conditions of Contract, evaluation and qualification criteria and procedure, bidding forms, specifications, delivery schedule, etc. can be seen at or obtained from the office of the **Director, RARI Durgapura, Jaipur** during office hours in working days up to **24.06.2025** at 11:00 AM. Alternatively, these may be seen and downloaded from university website [www.sknau.ac.in](http://www.sknau.ac.in) and <https://sppp.rajasthan.gov.in/>.
3. Bids, duly signed on all pages and serially numbered, properly bound shall be submitted personally or by post in sealed envelopes upto 01:00 PM of 24.06.2025, to **Director, RARI Durgapura, Jaipur** bearing the reference to NIB and warning as : **"Single Source Procurement Tender Information to Hire Chartered Accountant, not to be opened before 24.06.2025 at 2:00 PM"**.
4. Bids received after the specified time and date shall not be accepted and returned unopened.
5. The Bids shall be opened at **2:00 PM** on dated **24.06.2025** in the presence of the Bidders or their representatives who wish to be present.
6. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.

7. The Bidders shall have to submit the Copy of PAN Card, GST/SG Registration, Firm Registration, experience letter and other essential certificates as required.

**Special Terms & Conditions:**

1. Bid Procedure: Single-stage: Single envelop Bid procedure
2. Bidder (Authorised Signatory) shall submit financial bid in prescribed format.
3. The undersigned will not be responsible for delay in submission due to any reason. For this, bidder is requested to submit complete bid well advance in time so as to avoid any issues or any other unforeseen problems.
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 bidder to verify such information) and the information provided therein are intended only to help the bidder to prepare a logical bid-proposal.
6. The provisions of RTPP Act 2012 & RTTP 2013 especially 17(1) Rules there to 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 Rules thereto, the latter shall prevail for Single Source Procurement.

  
**Director**

**Scope of Work, Deliverables & Time Lines**

The details of the work areas follow:-

Sr. No.	Description of Work	Timelines for submission for the Related work (Subject to levied Of Liquidity Damages as defined in Point no 14 of Chapter 4)
1.	Monthly accounting of F.Y. 2025-26, Annual Accounting for F.Y. 2024-25, GST Return for F.Y. 2025-26, TDS Return for F.Y. 2025-26, GSTR-9 annual Return of GST and TDS return of F.Y. 2024-25, Income Tax Return of F.Y. 2025-26 and 2026-27.	As per Schedule or within time prescribed by authorities
2.	Handling of TDS Demand and Income Tax Refund issue of F.Y. 2023-24	As per Schedule or within time prescribed by authorities

1. No advance payment will be made to the tenderer and the money will be released only after satisfactory completion of work.
2. The tenderer must put his signature and stamp on every paper of tender including terms and condition.
3. Any kind of overwriting/ correction may lead to cancellation of tender.
4. The prices should be type written clearly in ink against each items. Cutting should be avoided as erroneous and overwriting are not permissible.
5. Director, RARI, Durgapura, Jaipur have the right to accept or reject the tender.
6. Any lapse in time may lead to action against the tenderer under RTPP 2012, RTPP 2013 and other rules laid down by Rajasthan Govt. from time to time and the penalty (L.D.) will be charged.
7. The services should adhere to the specification provided in Annexure-1.
8. The tender will be available upto **11.00 AM on 24.06.2025** which can be submitted upto **01:00 PM on 24.06.2025** and the tender will be open at **2.00 PM on 24.06.2025**. Incomplete tenders and tenders received late will not be entertained.
9. Any other terms & conditions except cited above will be as per RTPP 2012, RTPP 2013, Rule no.68 of General Finance and Account, Raj. Govt. notification dated 19.11.2015 and other guidelines provided by state government from time to time.
10. The rate contract can be extended for three months on mutual agreed basis.
11. The tenderer will have to sign the "Fall clause"(Appendix J attached) stating that he will have to supply the material to other departments, corporations, boards, PSUs on the same minimum quoted rates as to the college till the contract expires.
12. The tenderer shall give an undertaking that his firm has not been black listed (Appendix I attached). If it is found otherwise then bid security, performance security will be seized and court case will be registered against him.

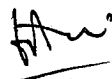
13. The rates quoted must be Freight on Receipt (FOR) at **RARI, Durgapura, Jaipur** and all other charges be given. **No amount other than that is quoted in financial bid will be paid.**
14. All taxes and excise duty if any to be charged extra should be mentioned clearly.
15. Supporting documents shall be verified with originals during the of tender process. Supporting documents may also be sought as proof. Further, verifications of documents, claims, etc., may also be done by department any time even before/during or after finalization of tender bid/process.
16. If the tender form has been downloaded, then tender fee of Rs. 590 in form of **Demand Draft favoring Director, RARI, Durgapura, Jaipur or in cash** must be submitted in envelope.
17. Tender will be cancelled if the security deposit or tender fee is not submitted.
18. Successful bidder will have to sign contract on Rs. 500 stamp paper & the expenses will be borne by him.
19. The guidelines for number/figure mistakes in financial bids: The tender committee will rectify the numerical mistakes as per the following rules.
  - a) If there is mistake in multiplying unit price with quantity, the unit price will be considered and corrections will be made in grand total. If committee feels that there is mistake in decimal place of unit price then grand total will be considered & corrections will be made in unit price.
  - b) If there is mistake in addition and subtraction of various units then unit prices will be considered and corrections will be made in total price.
  - c) If there is mistake in figures and words then the words will be considered unless there is any mistake in writing the numbers. The figures will be considered as per a) & b) listed above.
20. Any accident/ mishap during the execution of the job will be the responsibility of the agency concerned, which will get the necessary insurance done at their cost.
21. The tender form should be filled as per given terms and conditions.



**Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall –

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any Information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

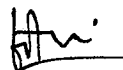


**Conflict of Interest:-**

1. 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.

2. 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 abiding 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. All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.



**Grievance Redressal during Procurement Process**

The first Appellate Authority will be Hon'ble Vice Chancellor, SKNAU, Jobner and second Appellate Authority will be appointed by Chief Secretary/Joint Secretary, Agriculture Department, Govt. of Raj., Jaipur or SKNAU, Jobner or Govt. of Rajasthan.

**(1) Filing an appeal:**

a. 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 or the Guidelines issued thereunder, he may file an appeal to Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

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

c. If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal 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 the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties. If the Second Appellate Authority is unable to dispose of the appeal within the aforesaid period, he shall record reason for the same.

**(2) Appeal not to lie in certain cases:**

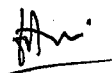
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the bidding 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.

**(3) Form and procedure of filing an appeal**

(a) An appeal 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.

**(4) 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.

**(5) Procedure for disposal of appeals**

(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.

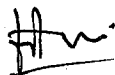
(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall-

(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 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 (endorse copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved.

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative.

5. Number of affidavits and documents enclosed with the appeal.

6. Ground of appeal

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

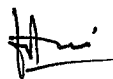
7. Prayer

.....  
.....

Place .....

Date .....

.....  
Appellant's Signature



## Appendix D

### To be Submitted on the Letter Head of the (C.A. Firm) Application

I /We agree with the terms and conditions for this proposal. We further undertake that our firm shall be responsible and agree for the due requirement/modification for the best purpose of Internal Audit/Pre check system.

S. No.	Summarized Profile Detail	Details
1	Name of the C.A. Firm	
2	Name of the .C.A. Firm With Complete Postal Address, E mail ID, Land Line No./Mobile	
3	Date of Incorporation of Firm	
4	Name of the Concerned Person of Firm	
5	Name of the working partners/ Proprietor (Self attested I. D. be enclosed)	
6	Number of working articles	
7	Name of the Branches of the firm with complete postal addresses, E mail ID, Land line /Mobile no.	
	List of Internal Auditor done in Co-Op Societies	
	Whether ever debarred by any institution for audit	
	List of presently working as internal Auditor and Statutory Auditor in Co-Op Societies	

Signature

Name of the Partners/Proprietor of the C.A, Firm:

Membership no-FRN No PAN No GST No



## **Instruction To Bidder (ITB)**

### **1) Changes in the Bidding Document**

- a) At anytime, prior to the deadline for submission of Bid, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by the 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.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bid, extend such time limit in order to allow the bidder sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bid.
- d) The bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bid, when changes are made to the bidding document by the procuring entity:

Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

### **2) Period of Validity of Bid**

- a) Bid submitted by the bidder shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bid, the procuring entity, in exceptional circumstances, may request the bidder to extend the bid validity period for an additional specified period of time. The bidder may refuse the request and such refusal shall be treated as withdrawal of Bid.

### **3) Format and Signing of Bid**

- a) The Bidder must submit their bid at office of DIRECTOR, RARI, DURGAPURA before the last submission date and time.
- b) All the documents submitted should be sealed and signed by the authorized signatory.
- c) The Single Stage one part techno-financial bid shall consist of the following documents

S.No.	Documents Type No.	Document Format
<b>Cover Letter</b>		
1	Covering Letter	On bidder's letter head duly signed by authorized signatory
<b>Eligibility Documents</b>		
2	Bidder's Authorisation Certificate	As per Annexure-2

Documents		
3	Self Declaration	As per Annexure-3
4	Financial Bid	As per Annexure-4

- d) 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.

#### 4) 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.

#### 5) Bid Security (EMD): Not required.

#### 6) Deadline for the submission of Bid

- a. Bid shall be received upto the time and date specified in the bidding document.
- b. Normally, the date of submission and opening of Bid would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions or otherwise and the time with the bidder for preparation of Bid appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given and shall also be placed on the State Public Procurement Portal, If, in the office of the Bid receiving and opening authority, the last date of submission or opening of Bid is a non-working day, the Bid shall be received or opened on the next working day.

#### 7) Withdrawal, Substitution and Modification of Bid

- a) If permitted, the Bidder may withdraw its Bid or re-submit its Bid (as per the instructions/ procedure mentioned in RTTP 2013.
- b) Bid withdrawn shall not be opened and processes further.

#### 8) Opening of Bid

- a) The Bid shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB/ bidding document in the presence of the bidder or his 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 conduct a preliminary scrutiny of the opened Bid to assess the prima-facie responsiveness and ensure that the: -
  - a) Bid is valid for the period, specified in the bidding document;
  - b) Bid is unconditional and the bidder has agreed to give the required performance security (if required); and
  - c) Other conditions, as specified in the bidding document are fulfilled.
  - d) Any other information which the committee may consider appropriate.

## **9) Clarification of Bid**

- a) To assist in the examination, evaluation, comparison and qualification of the Bid, the bid evaluation committee may, at its discretion, ask the bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be in writing.
- b) Any clarification submitted by the 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 Bid.
- 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.

## **10) Evaluation & Tabulation of Techno-Financial Bid**

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 Bid:-

- a. The Techno-Financial Bid of the bidder will be opened as per the time specified in the NIB.
- b. Conditional Bid are liable to be rejected;
- c. The valuation 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;
- d. 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.

## **11) Correction of Arithmetic Errors in Financial Bid**

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

- a) If there is a discrepancy between the unit price and the total price obtained by multiplying the unit price by the 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 sub totals, 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 clauses (a) and (b) above.

## **12) Negotiations**

a) Negotiations may be undertaken when the rates are considered to be much higher than the prevailing market rates.

b) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

c) The 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 holding of negotiations.

d) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have the option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

e) In case of non-satisfactory achievement of rates from the bidder, the committee may decide to reject and re-invite the bid.

f) In case the rates, even after the negotiations, are considered very high, a fresh bid shall be invited.

## **13) Exclusion of Bid / Disqualification**

a) A procuring entity shall exclude/disqualify a bid if:

- i. The information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
- ii. The information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
- iii. The bid materially departs from the requirements specified in the bidding document or contains false information;
- iv. The bidder, submitting the bid—his agent or anyone 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.

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 recorded in writing and shall be:

- i. Communicated to the concerned bidder in writing;
- ii. Published on the State Public Procurement Portal, if applicable.

#### **14) Acceptance of the Successful Bid and Award of Contract**

- a) A decision on the bid shall be taken within the original validity period of the bid and the time period allowed to the procuring entity for taking the decision. If the decision is not taken within the original validity period or time limit allowed, the matter shall be referred to the next higher authority in the delegation of financial powers for a decision.
- b) Before the award of the contract, the procuring entity shall ensure that the price of the bid is reasonable and consistent with the required quality.
- c) A bid shall be treated as successful only after the competent authority has approved the procurement in terms of that bid.
- d) The procuring entity shall award the contract to the bidder if the bidder has been determined to be qualified to perform the contract satisfactorily for the subject matter of procurement.
- e) 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.

#### **15) Procuring Entity's Right to Accept or Reject Bid**

The procuring entity reserves the right to accept or reject any bid, and to annul (cancel) the bidding process and reject the bid at any time prior to the award of the contract, without thereby incurring any liability to the bidder.

#### **16) Performance Security Deposit (PSD): Not required**

#### **17) 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 dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 7 days from the date the work order or letter of intent is dispatched 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 (if required to be submitted) within the specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and the Act. The procuring entity may, in such case, cancel the procurement process.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost, to be purchased from anywhere in Rajasthan only.

#### **18) 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: -

- i. impede enforcement of any law;
  - ii. affect the security or strategic interests of India;
  - iii. affect the intellectual property rights or legitimate commercial interests of bidder;
  - iv. 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 the bidder related to the procurement process in such a manner as to avoid their disclosure to competing bidders or to any other person not authorized to have access to such information.
- c) The procuring entity may impose on the bidder, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates clause (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 conditions for protecting the confidentiality of such information.

#### **19) 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:
- i. At any time prior to the acceptance of the successful bid; or
  - ii. After the successful bid is accepted, in accordance with clauses (d) and (e) below.
- c) The procuring entity shall not open any bid 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 the 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 the bidder is convicted of any offence under the Act, the procuring entity may:
- i. 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;
  - ii. Rescind (cancel) the relevant contract or forfeit the payment of all or part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

#### **20) Appeals**

- a) Subject to the clause "Appeal not to lie in certain cases" below, if the bidder or prospective

bidder is aggrieved that any decision, action, or omission of the procuring entity is in contravention of the provisions of the Act, or the rules or guidelines issued there under, 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, action, or omission, as the case may be, clearly stating the specific ground or grounds on which he feels aggrieved:

- i. Provided that after the declaration of the bidder as successful in terms of "Award of Contract", the appeal may be filed only by the bidder who has participated in the procurement proceedings;
- ii. 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 the financial bid may be filed only by the 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 of it 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 subsection 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 (b); or The date of receipt of the order passed under (b), as the case may be.

d) The officer or authority to whom an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose of it 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: Vice chancellor

Second Appellate Authority: Principal Secretary

f) Form of Appeal:

- i. Every appeal under clauses (a) and (c) above shall be as per format, along with as many copies as there are respondents in the appeal.
- ii. 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.
- iii. Every appeal may be presented to the First Appellate Authority or Second Appellate Authority, as the case may be, in person, through registered post, or through an authorized representative.

g) Fee for Appeal:

- i. The fee for filing a first appeal shall be rupees two thousand five hundred, and for a second appeal shall be rupees ten thousand. These fees shall be non-refundable.
- ii. The fee shall be paid in the form of a bank demand draft or banker's cheque of a scheduled



bank, payable in the name of the concerned Appellate Authority.

**h) Procedure for Disposal of Appeal:**

- i. The First Appellate Authority or Second Appellate Authority, as the case may be, upon the filing of an appeal, shall issue a notice accompanied by a copy of the appeal, affidavit, and documents, if any, to the respondents and fix a date for the hearing.
- ii. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:
  - Hear all the parties to the appeal who are present; and
  - Peruse or inspect the documents, relevant records, or copies thereof relating to the matter.
- iii. After hearing the parties and reviewing the documents and relevant records, the Appellate Authority concerned shall pass an order in writing and provide a copy of the order to all parties to the appeal free of cost.
- iv. The order passed under clause (c) shall also be placed on the State Public Procurement Portal.

i) No information that would impair the protection of the 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.

**21) Stay of Procurement Proceedings**

While hearing 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.

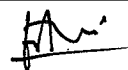
**22) Vexatious Appeals & Complaints**

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.

**23) 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

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

#### **24) Debarment from Bidding**

- a) The bidder shall be debarred by the State Government if he has been convicted of an offence
  - i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
  - ii. 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) The 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 the 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 performance security or any substitute thereof, as the case may be, of the 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 the bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

#### **25) Monitoring of Contract**

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.

- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

#### **GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

The Bidder should read these conditions carefully and comply strictly while sending their bid. Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods/ Services from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfillment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the

Contract.

h) "Purchaser" means the entity purchasing the Goods/ Services as specified in the bidding document.

i) "Services" means 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.

j) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.

k) "The Site," where applicable, means the office of the company.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

## **1) Contract Documents**

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

## **2) Interpretation**

a) If the context so requires it, singular means plural and vice versa.

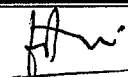
b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.



### **3) 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.

### **4) Eligible Goods and Related Services**

- a) For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.
- c) The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.
- d) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/System Integration partner agreement will not be accepted.
- e) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

### **5) Notices**

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

### **6) Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

Supplier’s/ Selected Bidder’s Responsibilities: The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of



bidding document and/ or contract.

#### **7) Purchaser's Responsibilities**

a) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

#### **8) 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 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.

#### **9) Taxes & Duties**

a) The income tax, Goods and service tax 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) Revision in Goods and Service Tax shall be on account of the tendering authority if it has been asked for separately in the financial bid. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder. Revision of any other tax or duty shall be on account of the bidder.

#### **10) Copyright**

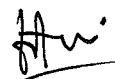
The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Selected Bidder, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

#### **11) Confidential Information**

a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.

c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the





Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -

i. the Purchaser or Supplier/ Selected Bidder need to share with DIRECTOR, RARI, DURGAPURA or other institutions participating in the Contract;

ii. now or hereafter enters the public domain through no fault of that party;

iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

## **12) Sub-contracting**

a) Unless otherwise specified in the Contract, the bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.

b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.

c) Subcontracts shall comply with the provisions of bidding document and/ or contract.

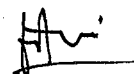
## **13) Standards**

i. All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the article supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.

ii. The services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official.

## **14) Extension in Delivery Period and Liquidated Damages (LD)**

a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for



each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract.

Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".

b) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.

c) If the delay in the supply service is on account of hindrances beyond the control of the supplier/ selected bidder.

i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of service after which such request shall not be entertained.

ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.

iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:

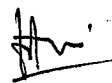
- When delay has occurred due to delay in supply of drawings, designs, plans etc. if the DIRECTOR, RARI, DURGAPURA was required to supply them to the supplier of service provider as per terms of the contract.
- When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the DIRECTOR, RARI, DURGAPURA as per terms of the contract.

iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.

v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.

vi. If DIRECTOR, RARI, DURGAPURA is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.

d) In case of extension in the service deliver period is granted with full liquidated damages, the



recovery shall be made on the basis of following percentages of value of service which the supplier/ selected bidder has failed to supply or complete : -

No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed Period of completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of completion of work	7.5 %
d.	<u>Delay exceeding three fourth of the prescribed period of completion of work</u>	<u>10.0 %</u>
i.	Fraction of a day in reckoning period of delay in completion of work shall be eliminated, if it is less than half a day.	
ii.	The maximum amount of liquidated damages shall be 10%.	
iii.	*The percentage refers to the payment due for the associated milestone.	

#### 15) Penalty:

In addition to above mentioned Liquidity Damages, levy of any penalty / interest by concerned tax department on DIRECTOR, RARI, DURGAPURA due to default made by service provider shall be recovered from said service provider, subject to maximum 20% of work order value.

#### 16) Patent Indemnity

a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

##### i. Use of any third part tools or software for inspecting or auditing the laptops.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.

b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.

e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

#### **17) 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.

#### **18) Change in Laws & Regulations**

Unless otherwise specified in the Contract, if after the date of the Invitation for Bid, 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.



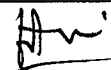
## **19) Force Majeure**

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's 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 DIRECTOR, RARI, DURGAPURA in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by DIRECTOR, RARI, DURGAPURA, 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 DIRECTOR, RARI, DURGAPURA, the DIRECTOR, RARI, DURGAPURA may take the case with the supplier/ selected bidder on similar lines.

## **20) Change Orders and Contract Amendments**

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
  - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - ii. the method of shipment or packing;
  - iii. the place of delivery; and
  - iv. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended.

Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall



not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

## **21) Termination**

### **a) Termination for Default**

i. The tender sanctioning authority of DIRECTOR, RARI, DURGAPURA may, without prejudice to any other remedy for breach of contract, by 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 deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by DIRECTOR, RARI, DURGAPURA; or

b. If the supplier/ 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 judgment 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 DIRECTOR, RARI, DURGAPURA 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**

DIRECTOR, RARI, DURGAPURA may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ 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 DIRECTOR, RARI, DURGAPURA.

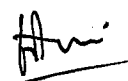
### **c) Termination for Convenience**

i. DIRECTOR, RARI, DURGAPURA, by a written notice of at least 30 days sent to the supplier/ 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 supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

a. To have any portion completed and delivered at the Contract terms and prices; and/or




b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

## 22) Settlement of Disputes

a) General: If any dispute arises between the supplier/ selected bidder and DIRECTOR, RARI, DURGAPURA during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.

b) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.



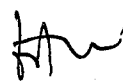
## **SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

### **The following shall be the special terms and conditions:-**

- a. The work(s) shall be taken up whenever it becomes due in accordance to the prevailing law.
- b. Original documents and reports shall be provided (where applicable) immediately after completion of each work.
- c. If any discrepancy occurs, it shall be rectified at your level without any additional charges.

### **Payment Terms and Schedule**

- a) Payment schedule :- Quarterly Payment on submission of bill of work.
- b) The selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.
- c) The payments shall be made promptly by the purchaser, generally within thirty (30) days after submission of an invoice or request for payment by the CA Firm and the purchaser has accepted it.
- d) The currency or currencies in which payments shall be made to the selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the CA Firm.
- f) In case of dispute, the disputed amount shall be withheld and the balance payment may be paid and the disputed amount will be paid only after the settlement of dispute.
- g) The Payments to the CA Firm will be made on the basis services provided and on satisfactory work verification by Director (Finance).
- h) All payments to CA Firm will be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961, penalty for late payments and other taxes if any as per Government of India rules.
- i) The Consultant will submit Pre-receipted bills in duplicate.





**ANNEXURE-2: 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 requisite 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: -

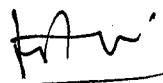
Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



**ANNEXURE-3: SELF-DECLARATION {to be filled by the bidder}**

To,

{Procuring entity},

.....,

In response to the NIB Ref. No. ....dated..... for Professional & Consultancy Services, 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 thereto prescribed by GoR, my/ our security (if submitted) may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

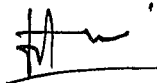
Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



**ANNEXURE-4: FINANCIAL BID COVER LETTER & FORMAT**

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

To,

{Procuring Entity},

.....,

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, Bill of Material, inspection of Technical specifications of laptops, 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 provide the consultancy & professional services in accordance with the schedule specified in the schedule of Requirements.

I / We agree to abide by this bid for a period of 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.

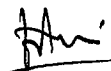
We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

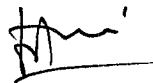
Designation:



**ANNEXURE-5: Financial Bid Format**

Sr. No.	Item Description	Total Amount in figures (INR) inclusive of all taxes but excluding Goods and Services Taxes	Total Amount in words (INR) inclusive of all taxes but excluding Goods and Services Taxes
1.	Monthly accounting of F.Y. 2025-26, Annual Accounting for F.Y. 2024-25, GST Return for F.Y. 2025-26, TDS Return for F.Y. 2025-26, GSTR-9 annual Return of GST and TDS return of F.Y. 2024-25, Income Tax Return of F.Y. 2025-26 and 2026-27.		
2.	Handling of TDS Demand and Income Tax Refund issue of F.Y. 2023-24		

- a. Goods and Services Tax will be paid as per actual by DIRECTOR, RARI, DURGAPURA on prevailing rates.
- b. Bidder should provide all prices as per the prescribed format. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
- c. All the prices (even for taxes) are to be entered in Indian Rupees only (% values are not allowed).
- d. DIRECTOR, RARI, DURGAPURA reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- e.



**ANNEXURE-6: DRAFT AGREEMENT FORMAT**

**{to be mutually signed by selected bidder and procuring entity}**

This Contract is made and entered into on this day of by and between DIRECTOR, RARI, DURGAPURA, having its registered office at DURGAPURA, Jaipur-302018, Rajasthan (herein after referred to as Purchaser) 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**

.....(enter your firm's name & address), a firm registered under the Partnership Act, 1932 with its registered office at (herein after referred as the "Successful Bidder") 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,**

DIRECTOR, RARI, DURGAPURA intends to Hiring of Services of GST Expert to submit GST Return, TDS Return, Monthly Accounting, Income Tax Return, TDS demand and Income Tax Refund, as defined in scope of work at para 2.2 of Chapter 2, involving the complete scope of work described in the RFQ document having NIB No- .....Dated.....

**And whereas**

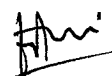
Successful Bidder represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing Professional & Consultancy Services against RFQ document issued in this regard having NIB No- .....Dated ..... in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

**And whereas**

The purchaser has accepted the bid of the Successful Bidder and has placed the Work Order to the Successful Bidder vide DIRECTOR, RARI, DURGAPURA Letter No. dated: , on which the Successful Bidder has given their acceptance vide their Letter No..... dated.....

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

1. The NIB Ref. No ..... and RFQ i.e. Final RFQ document issued by DIRECTOR, RARI, DURGAPURA along with its enclosures/Annexure, 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 the DIRECTOR, RARI, DURGAPURA to the Successful Bidder at the rates set forth in the Work Order No..... dated....., the Successful Bidder will duly provide the related services in the manner set forth in the RFQ, along with its enclosures/ annexure along with subsequent clarifications submitted by the Successful Bidder.
3. The purchaser do hereby agrees that if the Successful Bidder shall duly provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFQ and Contract, the purchaser will pay or cause to be paid to the Successful Bidder, at the time and the manner set forth



in the said conditions of the RFQ, the amount payable for each and every milestone & deliverable. The mode of Payment will be as specified in the RFQ document.

4. The timelines for the prescribed Scope of Work shall be effective from the date of Work Order and completed by the Successful Bidder within the period as specified in the RFQ document.

5. In case of extension in the delivery period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the selected bidder has failed to supply or complete:

S. No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed Period of completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of completion of work	10.0 %

i. Fraction of a day in reckoning period of delay in completion of work shall be eliminated, if it is less than half a day.

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

iii. \*The percentage refers to the payment due for the associated milestone.

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

v. Delivery/ completion period may be extended with or without liquidated damages if the delay in the services in on account of hindrances beyond the control of the Successful Bidder.

6. In addition to above mentioned Liquidity Damages, levy of any penalty / interest by concerned tax department on DIRECTOR, RARI, DURGAPURA due to default made by service provider shall be recovered from said service provider, subject to maximum 20% of work order value.

7. 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 RFQ document.

In witness whereof the parties hereto have set their hands on the.....Day..... of (Year).

Signature of the  
Successful Bidder

Signature for and on  
behalf of procuring entity

Name:

Name:

Designation:

Designation:

Date:

Date:

In the presence of:

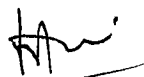
In the presence of:

Witness No.1

Witness No.1

Witness No.2

Witness No.2



**ANNEXURE-7: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

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

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

