



RAJASTHAN LIVESTOCK DEVELOPMENT BOARD

Pashudhan Bhawan Parisar, Tonk Road, Jaipur

Phone: 0141-2742314, 0141-4064974

Email – rldb.ah@rajasthan.gov.in, rldbraj@gmail.com

(Website: www.rldbraj.nic.in)

No. : RLDB/ET/2022-23/ 860

Date: 06/02/2023

Invitation of E-Bids for Procurement of Embryo Transfer Equipments for Cattle

E-bids are invited from 10.00 AM on 08.02.2023 to 5.00 PM on 20.02.2023 from the manufacturers or authorized distributors having authorization certificate with respect to this bid for procurement of Embryo Transfer Equipments for cattle on FOR basis for 8 institutions of the Department of Animal Husbandry, Rajasthan. Details of the bidding document may be seen on the procurement portal (<http://eproc.rajasthan.gov.in>, <http://sppp.raj.nic.in>) of the State; and RLDB website i.e. www.rldb.nic.in.

UBN No.:

Chief Executive Officer



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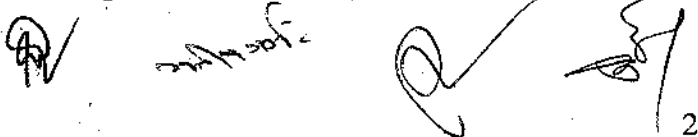
Date: 06/02/2023

Document for Inviting E-Bids for Procurement of Embryo Transfer Equipments for Cattle

- Two Part Bids are invited by the RLDB for the procurement of Embryo Transfer Equipments for cattle listed below, from manufacturers or authorized distributors having authorization certificate with respect to this bid up to 5.00 PM on 20.02.2023. The first part shall consist of technical, quality and performance aspects. The second part shall consist of financial aspect including the offered price. The technical bid, including proof of turnover and experience in supplying the product, shall be opened and evaluated first and the financial bid of only those bids, which have been found technically qualified, shall be opened and evaluated.



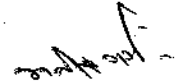
S. No.	Name of item	Requirement of item per ET center	Total Requirement	Estimated Bid Value (In Lakh)	FOR Destination
1.	E T Gun/ syringe	2	16	13.28	Veterinary polyclinic Ajmer, Bikaner, Bharatpur, Jaipur, Kota, Udaipur, Jodhpur and Veterinary Hospital Jojawar (Marwar Junction, Pali)
2.	Cervical Dilator	1	8		
3.	LN transport Cryo-container (Capacity 50-55 lit.)	2	16		
4.	Frozen semen Cryo-container (Capacity 11-12 lit.)	2	16		
5.	Digital thawing unit	1	8		
6.	ET sanitary sheath roll (Roll of 80 sheath)	3	24		
7.	ET Sheath	250	2000		

- The Bidder may quote rate for one or more items.
- The bidders should enclose specifications and other characteristics of the product (according to annexure - 5) offered with the first part. This shall also include details on their backup services offered, warranty, Guaranty, etc.
- 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 RLDB during office hours in working days up to one day before the date of opening of bids, by paying a non-refundable price of Rs. 1000/- in the form of banker's cheque/demand draft of a scheduled bank in India. Alternatively, these may be seen and downloaded from the website of State Public Procurement Portal <http://sppp.raj.nic.in> or <http://eproc.rajasthan.gov.in> or the official web site of the RLDB www.rldbaj.nic.in and the price of bidding document may be paid along with user charges/processing fee, if any, at the time of submission of the bid.
- Bids should be uploaded online only and all the pages of documents which are uploaded online should be duly signed with seal by the bidder. Bid shall be uploaded on <http://eproc.rajasthan.gov.in>. Bid Security/Bid Securing Declaration, bid fee and processing fee shall be submitted in physical form before 05:00 PM on 20.02.2023 in the RLDB office, Jaipur.



6. Offline Bids shall not be allowed and Bids received online after the specified date and time shall also not be accepted.
7. The bids shall be opened at RLDB office, in the presence of the bidders or their representatives who wish to be present.
8. The procuring entity is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.
9. The bidders shall have to **submit valid proof of GST deposition for 2020-21 and 2021-22 in the form CA certification** with GST Registration Certificate, PAN issued by Income Tax Department and last 3 years audited balance sheet.
10. Provisions of the Rajasthan Transparency in Public Procurement Act 2012, Rules 2013 and General Financial & Accounts Rules shall be applicable.

CHIEF EXECUTIVE OFFICER
Rajasthan Livestock Development Board,
Jaipur



RAJASTHAN LIVESTOCK DEVELOPMENT BOARD

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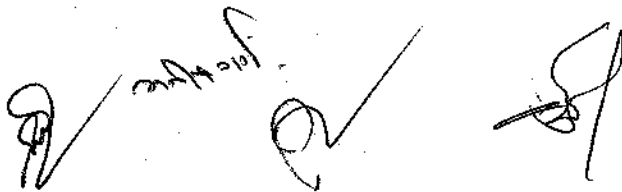
(Website: www.rldbaj.nic.in)

Fee Structure and Time frame

Invitation of E-Bids for

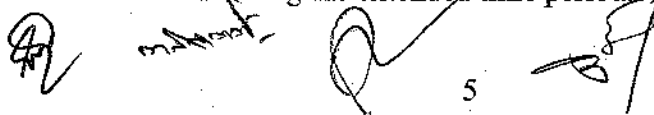
Procurement of Embryo Transfer Equipments for Cattle

Cost of Bid Document	:	Rs. 1000/- (Through DD/Banker's Cheque in favour of Chief Executive Officer, RLDB, Jaipur)
Bid Processing fee	:	Rs. 500/- (Through DD in favour of M.D. RISL, Jaipur)
Estimated Bid Value	:	Rs. 13.28 Lakh
Bid Security	:	2% of the Total Bid Cost and/or As per RTPP Act and Rules
Bid download start date and time	:	10.00 AM on date 08.02.2023
Bid Submission start date and time	:	11.00 AM on date 08.02.2023
Last Date and Time of Online Bid Submission	:	Till 5.00 PM on date 20.02.2023
Last Date and Time to deposit Bid Security amount/Bid Securing Declaration, Bid Cost and Bid Processing fee (Physically at RLDB office)	:	Till 4.00 PM on date 20.02.2023
Technical Bid Opening date and time	:	3.00 PM on date 21.02.2023



General terms & conditions

1. **E-procurement:** Procurement shall be made as per the e-procurement method. The complete bidding document has been placed on the State Public Procurement Portal (<http://eproc.rajasthan.gov.in>). The prospective bidders can download the bid document on payment of the prescribed fee. Every bidder shall deposit user charges as may be fixed by the State Government. Every page of the bid document and other document attached with bid shall be duly signed with seal by the bidder.
2. The Bidder shall bear all costs associated with the preparation and submission of bid and Chief Executive Officer, Rajasthan Livestock Development Board, Jaipur, will in no case be responsible or liable for bearing this cost, regardless of the conduct or outcome of the bidding process.
3. **Bids by bona-fide manufacturers/ authorized distributors:** Bids shall be submitted only by manufacturers/ authorized distributors for the item. They shall furnish a declaration as per **Annex.1** of the bidding document.
4. **Sale of Bid Document:** Sale of bid document shall commence from date 08.02.2023 and shall be stopped at 5.00 PM on date 20.02.2023. The complete bidding document shall also be placed on the SPPP. The prospective bidders can download the bid document.
5. **GST Registration and Clearance Certificate:** Only bidders registered under the GST Act shall bid. Bidders shall have to submit **valid proof of GST deposition for 2020-21 and 2021-22 in the form of CA Certification** with GST Registration Certificate, PAN issued by Income Tax Department and last 3 years audited balance sheet, without which the bid is liable for rejection.
6. **Signing of Bids:** All pages of the bid shall be duly signed with seal by the bidder or the authorized person. The authorization certificate shall be attached to the bid. Signature of authorized signatory must be verified by competent authority. The bidder shall sign the tender form on each page and at the end of the document as token of acceptance of all terms and conditions of the tender.
7. **Rates:** Rate of items shall be quoted in financial BOQ online only. Rates Quoting in any form with technical part of the bid is liable for rejection. Basic Rates quoted must be FOR destination and should include all Taxes and incidental charges except GST. GST will be paid as per rates applicable at the time of billing. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid. The delivery of the items shall be given at the destinations specified in the procurement order. If in case the GST is altered at any time during the contract, then it would be mandatory for both the parties to follow these provisions (**Specimen copy as per Annexure- 7**).
8. **Withdrawal, Substitution and modification of Bids:** A bidder may withdraw, substitute or modify its bid at any stage after submission, but prior to the last time and date fixed for receiving of bids.
9. The successful bidder shall not assign or sublet his contract or any substantial part thereof to any other agency.
10. **Changes in the Bid Documents:** Prior to the deadline for presenting bids, CEO, RLDB may, on his own initiative or subsequent to a request for clarification by any bidder, modify or make changes in the bidding document by issuing an addendum. Such an addendum shall be published in the same manner as the publication of the initial bid document. If required, time for submission of bid can be extended prior to the last date of submission. Every bidder, who has submitted his bid in response to the original invitation, shall have the opportunity to modify or re-submit his bid during the extended time period.

5

11. Period of Validity: Period of validity of bid should be not less than 90 days from the date of opening of the bids. Bids valid for a shorter period shall be rejected as non-responsive. Bidders may be asked to extend the validity prior to expiry of the validity period in special circumstances. A bidder may refuse the request or may not extend the validity, which shall be treated as withdrawal. No bid security shall be forfeited in such case.

12. Bid security: Bid security shall be 2% of total bid cost. It shall be 0.5% in case of SSI/MSME of Rajasthan and 1% in case of sick industries, other than SSI/MSME whose case is pending before the BIFR. The Bidder shall furnish Bid security in any one form of deposit i.e. through Bank draft/ Banker's cheque of a Scheduled Bank (in favour of Chief Executive Officer, RLDB, Jaipur payable at Jaipur).

State of Rajasthan and Central Government Undertakings, Corporations, Autonomous bodies which are controlled/ managed by the Government, and Companies of Union Government and Government of Rajasthan etc. can submit **Bid Securing Declaration in lieu of bid security (As per Annexure -9).**

Bid security instrument shall necessarily accompany the bid, in the absence of which the bid is liable to be rejected. **Bid security shall remain valid for 30 days beyond the original or extended validity period of the bid.** Bid security shall be forfeited as per RTPP act, 2012 and Rule, 2023.

13. Specifications: The item supplied shall strictly as per the specifications laid down in **Annex. 5** of the bidding document. The decision of procuring entity as to whether the items conform to the specifications shall be final and binding on the bidders.

14. Inspection: CEO, RLDB or his duly authorized representative shall at all reasonable time have access to the supplier's premises and shall have the power at all reasonable time to inspect and examine them whenever necessary.

15. The contract for the supply can be repudiated at any time by CEO, RLDB, if the supplies are not made to his satisfaction.

16. Opening of Bids: The bids shall be opened by the procurement committee at the specified time and date in presence of bidders or their authorized representatives who wish to be present. **Bids not accompanied with the proof of payment of price of bidding documents, processing fee, Bid Security amount/Bid Securing Declaration shall be rejected.**

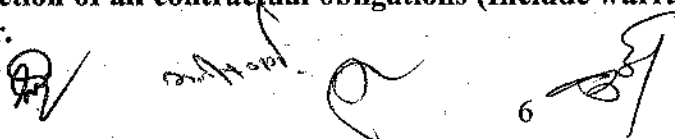
17. Clarification of Bids: CEO, RLDB may, at his discretion, ask any bidder, in writing for a written clarification. Any clarification submitted by a bidder that is not in response to a query by the committee shall not be entertained.

18. Information and publication of award: Information of award of contract shall be uploaded on <http://eproc.rajasthan.gov.in> and published on the SPPP.

19. CEO, RLDB's Right to accept or reject any or all Bids: CEO, RLDB, reserves the right to accept or reject any bid or to annul the bidding process prior to acceptance.

20. Right to vary the Quantity: If CEO, RLDB does not procure at all or procures less quantity, due to change in circumstances, the bidder is not entitled to claim any compensation.

21. Performance Security: As per Rule 75 of RTPP Rules 2013 as amended on 18.12.2020 and 12.01.2022, performance security shall be 2.5% or as applicable at the time of contract. It shall be 0.5% in case of SSI/MSME of Rajasthan and 1% in case of sick industries, other than SSI/MSME whose case is pending before the BIFR. The successful Bidder shall also have to furnish performance security in any one form of deposit i.e. through Bank draft/ Banker's cheque or Bank Guarantee or FDR of a Scheduled Bank (in favour of Chief Executive Officer, RLDB, Jaipur payable at Jaipur). Performance Security shall remain valid for a period of minimum 6 months beyond the date of completion of all contractual obligations (Include warranty and guaranty period) by the bidder.



Performance security will not be taken from the State of Rajasthan and Central Government Undertakings, Corporations, Autonomous bodies which are controlled/ managed by the Government, and Companies of Union Government and Government of Rajasthan. Instead, **they shall submit a performance security declaration duly notarized as per prevailing RTPP Rules, 2013.**

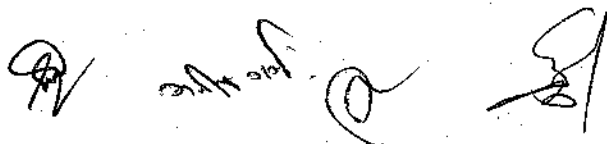
Security amount may be forfeited in the following cases:-

- (a) When any terms and condition of the contract is breached.
- (b) When the bidder fails to make complete supply satisfactorily.

The decision of Chairman RLDB/ACS/Principal Secretary/Secretary, Animal Husbandry Department (as the case may be) in this regard, taken in accordance with RTPP Act/Rules shall be final and binding.

- 22. Execution of Agreement:** A procurement contract shall come into force from the date on which the letter of acceptance is dispatched by RLDB through registered post or e-mail whichever is earlier. The successful bidder shall sign an agreement with CEO RLDB, within 15 days or the period specified in the letter of acceptance. The expenses of completing and stamping the agreement shall be paid by the bidder and he will furnish free of charge one stamped counter part of the agreement. If the bidder fails to sign the agreement or to furnish the performance security, CEO, RLDB may cancel the procurement process and bid security shall be forfeited and if he deems fit, offer the rates of the lowest bidder to the next lowest or the most advantageous bidder.
- 23. Insurance: Embryo Transfer Equipments for cattle** will be delivered at the destination go-down of the specified offices in perfect condition. The supplier if he so desires, may insure the item against loss by theft, destruction or damage, by fire, flood, under exposure to weather or otherwise viz. (war, rebellion, riot, etc.). The insurance charges will be borne by the supplier and CEO, RLDB will not pay any such charges.
- 24. Delivery period:** The bidder whose bid is accepted shall **arrange supplies within 15 days of Order made in any form (Email/Regd. Post)**. After schedule date, delivery from supplier will be under deduction for late supplies. For Liquidated damages deduction the calculation will be made from schedule date of supply as per condition No.26. In emergency cases the period between the placement of supply order and actual delivery of supplied may be reduced by mutual consent.
- 25. Payments:** Unless otherwise agreed between the parties, payment for the delivery of items will be made on receipt of duly verified bill in proper format to CEO, RLDB from Equipments receiving offices in accordance with the provisions of G.F&A.R. All remittance charges will be borne by the bidder. In case of any dispute 25% of the amount shall be with held and will be paid on settlement of the dispute.
- 26. Liquidated damages:** The time specified for delivery in the tender form is the essence of the contract and the successful bidder shall arrange supplies as per schedule date mentioned in the procurement order of CEO, RLDB. After scheduled date, delivery from supplier will be under Liquidated damages deduction for late supplies. In case of extension in the delivery period with liquidated damages /late supplies, the recovery shall be made on the basis of following percentages of value of Stores which the bidder has failed to supply. For Liquidated damages deduction the calculation will be made on the basis of 15 days from schedule date of supply :-

1. Delay up to $\frac{1}{4}$ period of the prescribed delivery period	2.50%
2. Delay exceeding $\frac{1}{4}$ but not exceeding $\frac{1}{2}$ of the prescribed period	5.00%
3. Delay exceeding $\frac{1}{2}$ but not exceeding $\frac{3}{4}$ of the prescribed period	7.50%
4. Delay exceeding $\frac{3}{4}$ of the prescribed period	10.00%



The maximum amount of liquidated damages shall be 10%. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance due to any genuine reason beyond his control, he shall apply in writing or through e-mail to the authority before scheduled supply date and immediately on occurrence of the hindrance, but not after the stipulated date of completion of supply. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

27. **Recoveries:** Recoveries of liquidated damages, short supply, rejected lot, etc. shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, rejected lot and in case of failure in satisfactory replacement by the supplier the amount of liquidated damages shall be recovered from his dues and security deposit available with CEO, RLDB. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.
28. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable for summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by CEO, RLDB.
29. CEO, RLDB reserves the right to accept any bid not necessarily the lowest, reject any bid without assigning any reason.
30. The bidder shall furnish all the documents mentioned in **Annexure-2** of the bidding document at the time of submission of the Bid.
31. **Declaration by the bidder:** Every bidder is required to submit, along with the bid, a declaration regarding qualification, as prescribed in **Annexure-B**.
32. The bidder shall also submit an undertaking regarding price in **Annexure-3**
33. **Grievance redressal/Appeal during procurement process:** If any bidder or the prospective bidder is aggrieved that any decision, action or omission of CEO, RLDB is in contravention to the provisions of the RTPP Act or the rules or guidelines issued there under, he may file appeal to the 1st Appellate authority (Chairman RLDB /ACS/Principal Secretary/Secretary, Animal husbandry department as the case may be) and to 2nd Appellate authority (Finance Department) within the stipulated time as specified in RTPP Act and Rules, clearly giving the specific grounds on which he feels aggrieved. Procedure has been laid down in the Finance Department, Government of Rajasthan's Circular no. 3/2013 dated 4 February 2013 and the RTPP Act & Rules (As per Annex. C).
34. **Code of Integrity:** Every bidder shall be bound to follow the code of integrity prescribed under the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 thereof.
35. The bid is liable to be rejected if it is not accompanied with Bid Security amount/ Bid Securing Declaration, Bid fee and processing fee.
36. If any dispute arises with regard to the interpretation, meaning and breach of the terms of the Contract, the matter shall be referred by the parties to the Chairman RLDB, who shall be the sole arbitrator of the dispute and his decision shall be final and binding.
37. All legal proceedings, shall have to be lodged in courts situated in Jaipur, Rajasthan and not elsewhere.

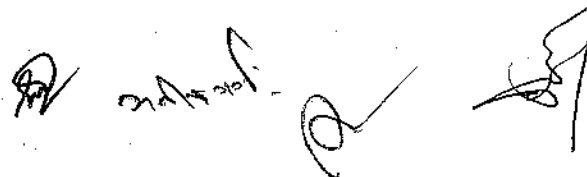


Specific terms & conditions

1. The Bidder or its OEM shall have past performance to supply 50% of the quantity mentioned in this bid to Government Departments/PSU/Co-operative/Milk Unions/NGO's/Boards (Attached copy of supply proof) in past 2 years. Certificate/letter regarding successful supply, functioning and service support shall be attach along with contact details of such institution.
2. The average annual turnover of the bidder during last three financial years should be 20.00 Lacs (As per Annexure – 8).
3. All certificate and license should be up to date and renewed/valid on opening of technical bid.
4. Bidders have to specify Guarantee and Warranty period for each item.
5. No counter condition offered by the bidder will be accepted.
6. No responsibility shall be taken for the premature opening of the tender, which is not properly uploaded on the website <http://eproc.rajasthan.gov.in>. No telegraphic/ telephonic/ telex/ fax tenders shall be considered.
7. If the successful bidder fails to deliver **Embryo Transfer Equipments** within the stipulated/extended time period, CEO RLDB or the indenting officer may affect risk purchase and the additional amount involved in risk purchase if any, will be recovered from the approved supplier. The risk purchase will be made without pre notice to the supplier.
8. Short supply of **Embryo Transfer Equipments** shall attract penalties @ 10% of the amount of the quantity supplied short, which will be payable by the supplying agency to RLDB or it may be deducted from the supply bill amount.
9. Chief Executive Officer, Rajasthan Livestock Development Board is fully authorized to increase/decrease the number of delivery points /**Embryo Transfer Equipments** depending upon the district wise requirement.
10. The offices designated for receiving the supplies will also be the offices authorized for verifying bills and issuing material receipts.
11. Supply will be treated as complete after receipt of all goods in proper condition and as per specifications at designated FOR destination.
12. **The bidder should submit a duly notarized affidavit on stamp of Rs. 100/- regarding the firm not having been debarred/black listed within or outside the State in last 3 years (as per Annexure-6).**
13. Payment will be made by RLDB, Jaipur on receipt of duly verified original bills along with verification from the concerning **Embryo Transfer Equipments** receiving office (As per point no. 4 of Annexure D). Each bill should have the number of relevant supply order endorsed on its body.

Bidder's Acceptance

I / We have read the above terms and conditions and I / we agree to abide by the same.



Signature of the Bidder
(With Office Seal)

Compliance with the Code of Integrity and No Conflict of Interest
(To be signed and submitted along with the first part bid)

Any person participating in a procurement process shall:-

- (i) Not offer any bribe, reward of 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.
- (ii) Not misrepresent or omit or mislead or attempt to mislead so as to obtain a financial or other benefit of avoid an obligation.
- (iii) Not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and process of the procurement process.
- (iv) Not misuse any information shared between the procuring entity and the bidder with an intent to gain unfair advantage in the procurement process.
- (v) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or its property to influence the procurement process.
- (vi) Not obstruct any investigation or audit of a procurement process.
- (vii) Disclose conflict of interest, if any; and
- (viii) Disclose any pervious transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited :
 - a. have controlling partners/shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them;
 - 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 decision of the procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the all same subcontractor, not otherwise participation as Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as 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.



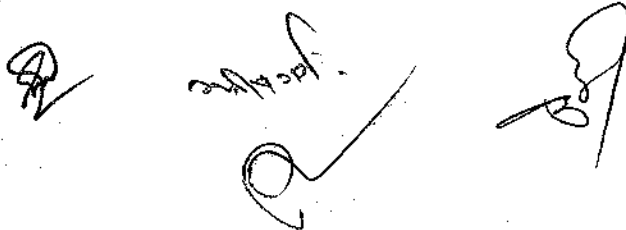
**Declaration by the Bidder Regarding Qualification
(To be submitted along with the first part bid)**

In relation to my/our Bid submitted to CEO, RLDB for procurement of EMBRYO TRANSFER EQUIPMENTS FOR CATTLE in response to their notice Inviting Bid No.....Dated..... I/we hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:-

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required in the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, nor have my/our affairs administered by a court or a judicial officer, nor have my/our business activities suspended and have not been the subject of legal proceedings for any of the foregoing reasons;
4. I/we and our directors or officers have not been convicted of any criminal offence related to my/our professional conduct or making false statement or misrepresentations as to my/our qualification in order to enter into a procurement contract within a period of three years preceding the commencement of this procurement process. Also, I/we have not been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

Date:
Place:

**Signature of bidder
(With Office Seal)**

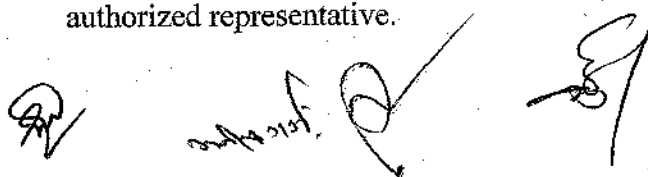


Grievance Redressal during Procurement Process

The designation and address of the 1st Appellate authority will be Chairman RLDB /ACS/Principal Secretary/Secretary, Animal husbandry department (as the case may be) and the 2nd Appellate authority will be the Finance Department, Govt. of Rajasthan.

Filing an appeal:-

- (1) 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 RTPP Act or Rules or the guidelines issued there under, he may file an appeal to first appellate authority, 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 a bidder has been declared as successful, such an appeal can be filed only by bidders who have actually participated in procurement process.
- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the Order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document within fifteen days from the expiry of the period specified in para (2) or from the date of receipt of the Order (through registered post or e-mail address provided by the bidder) passed by the first appellate authority, as the case may be.
- (4) Appeal not sustainable in certain cases -No appeal shall lie against any decision of the procuring entity relating to the following matters, namely :-
 - (a) determination of need of procurement;
 - (b) provisions limiting participation of bidders in the bid process;
 - (c) the decision of whether or not to enter into negotiations;
 - (d) cancellation of a procurement process;
 - (e) applicability of the provisions of confidentiality.
- (5) Form of Appeal
 - (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
 - (b) Every appeal shall be accompanied by the Order appealed against and affidavit, if required, verifying the facts stated in the appeal and proof of payment of fee.
 - (c) The appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or through authorized representative.



(6) Fee for filing Appeal

- (a) Fee for first appeal shall be Rupees two thousand five hundred. 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 CEO, RLDB, Jaipur
- (b) Fee for second appeal shall be Rupees ten thousand, which shall be non-refundable. 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 2nd Appellate authority (Finance Department, Govt. of Rajasthan).

(7) Procedure for disposal of appeal

- (a) The first appellate authority or second appellate authority (as the case may be) upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) on the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be shall, -
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an Order in writing and provide the copy of Order to the parties free of cost.
- (d) The Order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Additional Conditions of Contract
(To be signed and submitted along with the first part bid)

1. Correction of arithmetical errors

Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial bids on the following bases:

- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

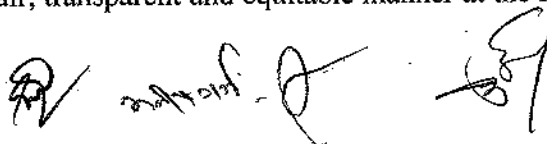
If the bidder who has submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.

2. Procuring Entity's right to vary quantities

- i. The quantity of goods or services originally specified in the bidding document may be increased or decreased by a specified percentage, but such increase or decrease shall be in accordance with prevailing RTPP provisions. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of the bid and the conditions of contract.
- ii. If the procuring entity does not make procurement of the subject matter or procures less than the quantity specified in the bidding document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- iii. In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and condition of the original order. However, the additional quantity shall not be more than 50 % of the value of goods of the original contract. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

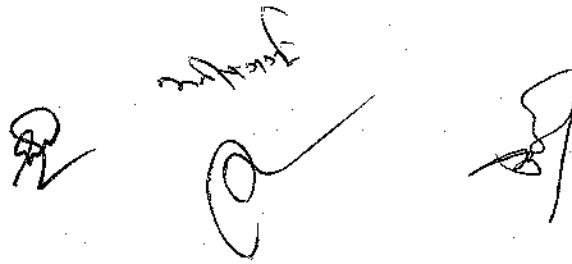
3. Dividing Quantities among more than one bidder at the time of award (in case of procurement of goods)

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



4. Manufacturers / authorized distributors who are interested in supplying Embryo Transfer Equipments For Cattle as FOR to offices mentioned in the list of indenting officers at table below can apply.

S.No.	Name of indenting officer
1.	Deputy Director, veterinary polyclinic, Jaipur
2.	Deputy Director, veterinary polyclinic, Jodhpur
3.	Deputy Director, veterinary polyclinic, Bikaner
4.	Deputy Director, veterinary polyclinic, Bharatpur
5.	Deputy Director, veterinary polyclinic, Kota
6.	Deputy Director, veterinary polyclinic, Ajmer
7.	Deputy Director, veterinary polyclinic, Udaipur
8.	Joint Director, Department of Animal Husbandry, Pali



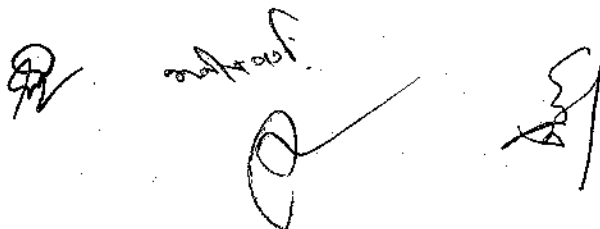
Declaration

(To be submitted along with the first part bid)

I/We.....having our Office at..... do hereby declare that I/We have read all the conditions of the bid provided to me / us by the Chief Executive Officer, Rajasthan Livestock Development Board, Pashudhan Bhawan, Tonk Road, Jaipur for the supply of **Embryo Transfer Equipments for Cattle**, the tender and agree to abide by all the conditions set forth therein.

I/We declare that we are participating in this bid in the capacity of aI/We enclose valid manufacturing license / authorization of the manufacturer in support thereof (PAGE.....).

**Signature of the Bidder
(With Office Seal)**

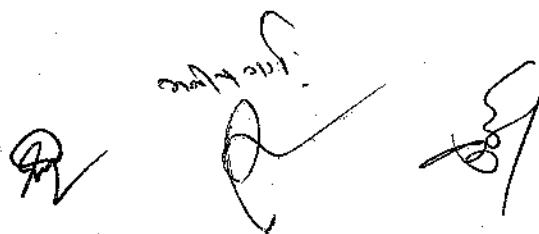
Three handwritten signatures in black ink are present. The first signature on the left is a stylized 'M'. The middle signature is written in a cursive script and appears to be 'M. K. Sharma'. The third signature on the right is another stylized signature.

List of Documents/Information to be attached with the bid
(To be uploaded along with the first part bid)

S. No.	Documents to be attached	Whether attached (Yes/No)	Page No.
1	Name & address of the firm		
2	E-mail and Contact No. of the firm		
3	Manufacturing license for the product quoted in case of Manufacturer.		
4	Documentary evidence regarding constitution of the firm in case of Manufacturer.		
5	Authorization like Power of Attorney, Board Resolution, Office Order of the Company, etc. in case of authorized representative.		
6	Authorization Certificate from Manufacturer in case of Distributors.		
7	Cost of tender form, processing fee and bid security amount/Bid Securing Declaration.		
8	Valid proof of GST deposition in 2020-21 and 2021-22 in the form of CA Certification.		
9	Copy of GST Registration Certificate.		
10	Copy of PAN.		
11	Marketing experience documents.		
13	Duly signed with seal complete bid document along with other attached documents by bidder.		
14	Annual Turnover- IT Return /Audited balance sheet & CA Certificate for the last three years.		
15	Affidavit regarding the firm not having been debarred / black listed within or outside the State. Annexure-6		
16	Certificate required under RTPP Act 2012 & Rules 2013 (Annexure A,B,C,D)		
17	Any other documents as per bid		

The above details are true to the best of my knowledge.

Signature of the Bidder
(With Office Seal)



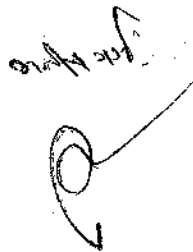
Undertaking regarding Price

I/we.....having our office athereby give an undertaking that:-

The price charged for the supplies under the Contract shall, in no event exceed the lowest price at which I/We sell the store items of identical description to any other Individual/Institution/Government Department during the period of the Contract. If at any time, during the period of the contract, I/We reduce the sales price chargeable under the Contract, I/We shall forthwith notify such reduction of sale to the Chief Executive Officer, Rajasthan Livestock Development Board, Jaipur and the price payable under the contract of the store items supplied after the date of coming into force of such reduction of sale shall stand correspondingly reduced.

Date:
Place:

Signature of bidder
(With Office Seal)



Form No. 1
[See rule 83]

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

Appeal No of.....
Before the (First/Second Appellate Authority)

1. Particulars of Appellant :
 2. Name of the Appellant :
 3. Official address, if any :
1. Name and address of the respondent (s):
 - (i)
 - (ii)
 - (iii)
2. Number and date of the order appealed against and designation of the Officer/authority who passed the order (enclosed 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 :
3. If the Appellant propose to be represented by a representative, the name and postal address of the representative :
4. Number of affidavits and documents enclosed with the appeal :
5. Grounds of Appeal :

.....

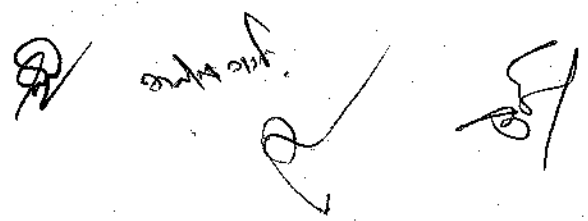
.....

(Supported by an affidavit)
6. Prayer :

.....

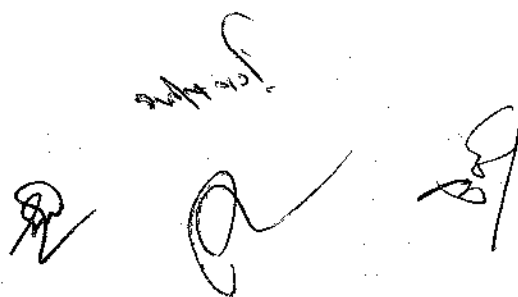
Place
Date

Appellant's Signature



Technical Specifications of ET Equipments

S. N.	Name of Articles with full specification	Remark	Packing Unit	Total demand
1	ET Gun / Syringe - used for deep embryo transfer directly into the uterine horn meant for mini straw (0.25 ml) for 3 mm ET sheath used for transfer of bovine embryos.	ISO/ISI/CE/ Certified	EACH	16
2	ET sheath - ET sheath 3 mm diameter used for ET Gun with embryo friendly lateral opening with metal tip, sterile, used for mini straw for transfer of bovine embryos.		EACH	2000
3	ET sanitary sheath - ET sanitary sheath 54 cm to cover the ET gun.		Roll of 80 sheath	24
4	Cervical Dilator - Cervical Dilator made of Graded Stainless Steel, capable of fully autoclaved used for transfer of bovine embryos.		EACH	8
5	FS Storage Container/Jar - Frozen semen container 11-12 litres, container made up of AL/SS, range AL, Static evaporation loss rate 0.10 - 0.14 litres/day, static holding time 75-85 days, total height 570 - 610 mm out.		EACH	16
6	Digital thawing Unit - with digital temperature display, temperature setting range 37+/- 0.5 degree celcius, power input 230 V, single phase		EACH	8
7	LN transport Jar Capacity 50-55 lit. - Liquid Nitrogen transport container 50-55 litres, container made up of AL/SS, range AL, Empty Weight Minimum 15 kg, Full Weight Minimum 56.6kg, Neck Diameter 51±2mm, Outer Diameter Minimum 460mm, Total Height Minimum 717mm, Static evaporation loss rate not more than 0.45 litres/day, static holding time 120 days, total height 700-720 mm out.		EACH	16



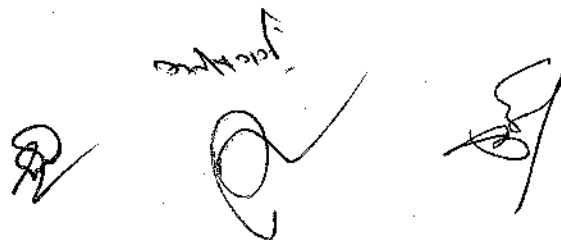
Affidavit for not being debarred/ blacklisted/ banned/ restricted, not declared as "not of standard quality" and not declared as "spurious/ misbranded"
(On non-judicial stamp paper on Rs 100/- and duly Notarized with date by Notary Public)

I, _____
Prop/Partner/Director of M/S _____

do hereby declare that:

1. I have read the terms and conditions of the Bid and I agree to abide by these terms and conditions and other guidelines issued in this regard.
2. I have enclosed all additional undertakings and / or certificates as required, as per Bid conditions. The information given by me in this tender form is true and correct to the best of my knowledge and belief and the rates quoted are not higher than the rates quoted to other Govt. / Semi Govt. / Autonomous / Public Sector Hospitals / Institutions / Organizations in the same financial year.
3. I have not been debarred/ blacklisted/ banned/ restricted by any govt. /autonomous institution, hospital or body in India for an item which is being quoted here by me in this Bid or for participating in bid altogether.
4. Our firm have not been deregistered or black listed by any govt. /autonomous institution, hospital or body in India
5. The product /products of our company/firm have not been declared as "not of standard quality" as per Drugs and Cosmetics Act 1940, Drugs and Cosmetics Rules 1945 and Medical Devices Rules, 2017 during last two years and not declared as "spurious/misbranded" for last three years anywhere with respect to products quoted in the bid.

**Signature of Bidder
(With Office Seal)**



Specimen Copy
(Please do not fill)

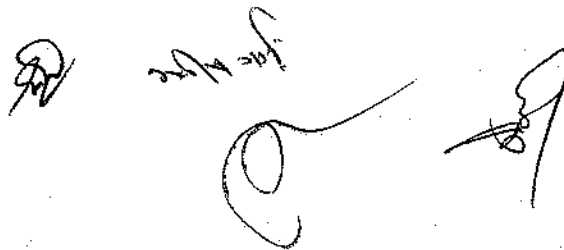
Financial bid / BOQ

S. No.	Name of item	Total Quantity of item	Unit (for quoting price)	Basic Rate per unit/item (inclusive of all charges except GST) (Rs. P)	Total Amount (Rs. P)	Total Amount in Words
1	2	3	4	5	6 (3x5)	7
1	E T Gun/ syringe	16	Each			
2	Cervical Dilator	8	Each			
3	LN transport Cryo-container (capacity 50-55 lit.)	16	Each			
4	Frozen semen Cryo-container (capacity 11-12 lit.)	16	Each			
5	Digital thawing unit	8	Each			
6	ET sanitary sheath roll (roll of 80 sheath)	24	Per Roll			
7	ET Sheath	2000	Each			

Note:

1. Lowest rate will be decided on the basis of Colum Number 5 of the above table.
2. Rate should be quoted online only.
3. The rate must be inclusive of all taxes/charges/levies/duties etc. chargeable on the product except GST.
4. GST will be paid as per rates applicable at the time of billing.

Signature of the Bidder
(With Office Seal)



ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s for the past Three Years are given below and certified that the statement is true and correct.

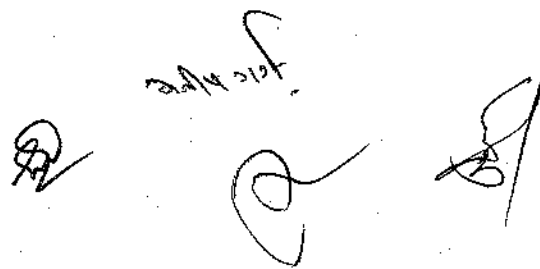
S. No.	Year	Turnover (Rs. in Lakh)
1	2019-20	
2	2020-21	
3	2021-22	
	Total	

Average Turnover Per Annum Rs.....Lakh.

**Signature of Auditor / Chartered Accountant
[Name and Seal of Signatory]**

Date:

**Signature of the Bidder
(With office Seal)**

Handwritten signatures and initials, including the name 'Jais N/A' written vertically.

BID SECURING DECLARATION

On Rs. 50/- Judicial Stamp + 30% surcharge (Purchases from Rajasthan State Government)

RLDB Bid No. and Date :

To,
Chief Executive Officer,
Rajasthan Livestock Development Board,
Jaipur.

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the terms and conditions of Bid, in the following cases namely :-

- (a) when the withdraw or modify our bid after opening of Bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Date :
 Place :

Signature and seal of Bidder:
 Name :
 Designation :
 Duly authorized to sign the bid for and on
 behalf of:
 Address :

[Note : In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

The image shows three handwritten signatures in black ink. The first signature on the left is partially obscured by a circular stamp. The second signature in the middle is a cursive signature. The third signature on the right is also cursive. There are some faint markings and a small circular stamp near the first signature.