

## NOTICE INVITING BIDS

NIB No. 06, Date 10-06-2026

Single Stage Two-envelopes unconditional Bids are invited **ONLINE** by REGISTRAR, RAJASTHAN NURSING COUNCIL, JAIPUR for the procurement of services as listed below, from bidder firms/ service providing agencies involved in similar service line :-

S. No.	Name of Article	Req. Qty.	Total Estimated Cost in Rs.	Bid Security in Rs.
1.	<b>Rate Contract for "End to end Counselling process (conduct and management)"</b>	As per Scope of Work	9,90,000.00	19,800.00
Mode of Bid Submission		ONLINE		
Bidding Authority		THE REGISTRAR , RAJASTHAN NURSING COUNCIL, B-39, SARDAR PATEL MARG, C-SCHEME, JAIPUR-302001		
Date of availability for downloading of Bid document.		From 01.00 pm Date 10-06-2026		
Submission of Bid (ONLINE)		Start Date: From 03.00 pm, Date 10-06-2026 Last Date: Up to 02.00 pm Date: 18-06-2026		
Date & Time of Opening of Technical Bid (ONLINE)		At 03.00 pm, Date 18-06-2026		
Bid Fees		Rs. 1000/- (Rs. One Thousand Only)		
MD RISL Fees		Rs. 500/- (Rs. Five Hundred Only)		

### Instruction for Submission of Bid:

1. ONLINE Bid is to be submitted duly signed.
2. Detailed bid document, terms & condition can be seen, downloaded and uploaded from website <http://eproc.rajasthan.gov.in>
3. Detailed bid document, terms & condition can be seen and downloaded from website <http://www.rncjaipur.org> and also seen in <http://sppp.raj.gov.in>.
4. All bid documents should essentially be signed and submitted as per procedure given in bid document by last date and time of submission of bids.
5. The bidders are requested to submit their bids prior to last date of submission to avoid non-submission of their bids up to prescribed date & time due to any reason if any bidder unable to submit its bid in due course, the last date of submission of bids will not be extended in any case.
6. Cutting / overwriting if any in the figures of the bided documents is required to be clarified / indicated in words, duly signed, failing which the bid may be rejected.
7. Undersigned reserves the right to accept or reject any or all bids without assigning any reason whatsoever.
8. The Bidders may enclose the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered, warranties, etc.
9. The bidders should provide complete information at the time of submission of bid. If the bidders are asked to furnish some more clarification/confirmation/document, they shall be required to furnish the same within

specified time, failing which the case shall be finalized /decided on the basis of available information/documents. The responsibility of ignorance of their bid on account of delay in furnishing of desired Information/documents shall be of the bidder. However, if there are any shortcomings in the submission of the information which not materially affects the qualification criterion, then the Bid Evaluation Committee shall have the power to consider the facts of the case and decide the bid evaluation accordingly.

10. The bidder will have to deposit (i) The DD/Banker's Cheque of prescribed cost of bid Rs. 1000/- and BID SECURITY Rs. 19,800/- in favour of **the REGISTRAR, RAJASTHAN NURSING COUNCIL, JAIPUR payable at Jaipur and RISL Fees Rs. 500/- in favour of the MANAGING DIRECTOR, RISL**
11. **The Bid cost, RISL Fees and Bid Security in Envelope is to be deposited at Office of THE REGISTRAR, RAJASTHAN NURSING COUNCIL JAIPUR B-39, SARDAR PATEL MARG, C-SCHEME, JAIPUR-302001 bearing the reference to NIB and warning as: "BID FOR NIB No 06, NOT TO BE OPENED BEFORE 18-06-2026"**
12. The ONLINE Bids shall be opened as per schedule.
13. **Submission of bid(ONLINE)**

- 1) **Cover-1:-**Enclose the scanned copy of DD/Pay Order towards Cost of bid document, and BID SECURITY and All Non-financial information in the Formats as per bid.

**Technical Bid document (ONLINE only) (List of required Formats/documents to be submitted online duly signed by Authorized Signatory)** The Bidders may enclose the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered, warranties, etc.

- 2) **Cover-2: -** Price bid as per Format attached. **(ONLINE ONLY)**

NOTE: - The financial bid (Price bid) is to be submitted as per format **Annexure- B:-**

1. **All the required information shall be furnished strictly in the prescribed formats only. Any information indicated other than the prescribed formats shall not be entertained.** The bid shall be evaluated on the basis of information furnished in the prescribed formats only.
2. **All legal proceedings, if necessary, arise to institute by any of the parties shall have to be lodged in courts situated in Rajasthan and not elsewhere.**
3. **All other Terms and conditions not specified in the BID shall be according to RTPP ACT 2012 and RTPP rules 2013.**
4. **Correspondence for enquiries and clarifications.** All correspondence in respect of the bid and submission of the Bid shall be addressed to: The Registrar, Rajasthan Nursing Council B-39, Sardar Patel Marg, C-Scheme, Jaipur.

  
(Joice Kurian)  
Registrar

Rajasthan Nursing Council  
B-39, Sardar Patel Marg, C-Scheme, Jaipur

No.: R.N.C./Stores/Procurement/Counselling/2026/86

Date: 10/06/2026

**Copy sent to the following for information and necessary action: -**

1. Personal Assistant, Director (Public Health) and Ex-officio Chairman, RNC, Jaipur.
2. Notice Board RNC Office /Directorate Medical and Health Services, Raj. Jaipur.

  
Registrar

Rajasthan Nursing Council  
B-39, Sardar Patel Marg, C-Scheme, Jaipur



Government of Rajasthan  
**RAJASTHAN NURSING COUNCIL**  
B-39, SARDAR PATEL MARG, C-SCHEME, JAIPUR-302001

Email: [rncjaipur@gmail.com](mailto:rncjaipur@gmail.com)

# **Bidding Document**

**(For Procurement of Goods and Services)**

Name of services

**Rate Contract for "End to end Counselling process  
(conduct and management)" for GNM Course**



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desired Information/documents shall be of the bidder. However, if there are any shortcomings in the submission of the information which not materially affects the qualification criterion, then the Bid Evaluation Committee shall have the power to consider the facts of the case and decide the bid evaluation accordingly.

10. The bidder will have to deposit (i) The DD/Banker's Cheque of prescribed cost of bid Rs. 1000/- and BID SECURITY Rs. 19,800/- in favour of **the REGISTRAR, RAJASTHAN NURSING COUNCIL, JAIPUR payable at Jaipur and RISL Fees Rs. 500/- in favour of the MANAGING DIRECTOR, RISL**
11. **The Bid cost, RISL Fees and Bid Security in Envelope is to be deposited at Office of THE REGISTRAR, RAJASTHAN NURSING COUNCIL JAIPUR B-39, SARDAR PATEL MARG, C-SCHEME, JAIPUR-302001** bearing the reference to NIB and warning as: "BID FOR NIB No 05, NOT TO BE OPENED BEFORE 18-06-2026"
12. The ONLINE Bids shall be opened as per schedule.

13. **Submission of bid(ONLINE)**

- 1) **Cover-1:-**Enclose the scanned copy of DD/Pay Order towards Cost of bid document, and BID SECURITY and All Non-financial information in the Formats as per bid.

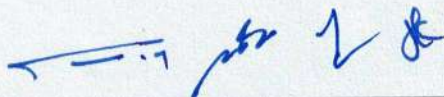
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NOTE: - The financial bid (Price bid) is to be submitted as per format **Annexure- B:-**

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4. **Correspondence for enquiries and clarifications.** All correspondence in respect of the bid and submission of the Bid shall be addressed to: The Registrar, Rajasthan Nursing Council B-39, Sardar Patel Marg, C-Scheme, Jaipur.

**Registrar,**  
Rajasthan Nursing Council  
B-39, Sardar Patel Marg, C-Scheme, Jaipur



## SCOPE OF WORK, DELIVERABLES, TIMELINES

Selected bidder shall provide following services as per scope of work-

1. End-to-end counselling process (conduct & management) includes:
  - ❖ Calling of online applications with online fee submitting facility (reconciliation facility with e-Mitra and online payment gateway)
  - ❖ Generation of category wise Merit list
  - ❖ Facility for verification/ validation of candidates online forms (checking eligibility – under age/ over age, fees matrix based on different categories)
  - ❖ Grievances handling of candidates
  - ❖ Filling up of option forms
  - ❖ Generation of various check lists, summary & detailed reports
  - ❖ Generation of Call letters
  - ❖ Setting up of IT infra, as detailed below.
  - ❖ Sending time-to-time SMS alerts to the candidates
  - ❖ Help desk support of two dedicated persons during the entire counselling period (start of application process till end of final counselling).
  - ❖ support & maintenance cost of the application.
  - ❖ Any other work as assigned by MH
  - ❖ Give facility to GNM School can update student joining status via their SSO ID.
2. On the basis of many previous years data, the expected number of applications is approx. 40,000. The counselling approx. 10000 seats in about 200 institutions are available. Number of applications may increase or decrease.
3. It is expected that process of online counselling would be completed within three – four months but the same may be extended.
4. It is supposed that there might be four to five rounds of online counselling. However, if the counselling extends further then the selected bidder has to execute it without any further cost.
5. The place of online counselling shall be Jaipur only.
6. The total cost of counselling includes following:
  - ❖ Development, Customization, maintenance & management of the software application to be hosted in dedicated server.
  - ❖ LAN/ WAN setup at the counselling location
  - ❖ Any deployment of Hardware (Desktop, UPS, Switch, WiFi Access point, etc.) at the site (to be installed at least two days prior to the first counselling data for mock testing).
  - ❖ Any deployment of staff required for verification purposes and providing support to the departmental staff in smooth conduct of the counselling process.
  - ❖ SMS Facility for the counselling
7. The firm/ selected bidder shall maintain secrecy of all data which are received in the counselling process from the beginning of submission of online application form till completion of online counselling for the session 2026-27. In case of any leakage of

data or information appropriate legal action shall be initiated against the firm/ selected bidder. The responsibility of improper conduct or breach of secrecy by its staff shall entirely lie with the firm/ selected bidder.

8. The application along with database is to be hosted in dedicated server with all the pre-requisites to be taken care of by the selected bidder. Charges towards Safe to Host Certification or any changes required for obtaining the same is to be borne by selected bidder.
9. All types of drill down reports shall be generated in place/ counselling center with the use of deployed IT infrastructure.
10. The firm/ selected bidder shall provide software training to at least 4 departmental staff.
11. The firm/ selected bidder shall create a dashboard with real-time update
12. ion of information showing progress of work on real-time basis. Status of data-entry, creation of merit lists, fee collected, allotment process, etc. should be communicated to DoIT & C/ RISL officers on daily basis in addition to the dashboard.
13. Minimum IT infrastructure and other requirement are as under:

SNo	IT equipment	Minimum qty. Required
1	Desktop (having latest configuration)	5 nos.
2	MFP laser printer 20-22 ppm or above (with new toner – toner should be replaced as and when required with a new one)	2 nos.
3	UPS (5 KVA or above) with at least 1 hr. battery backup	1 nos.
4	Operators (well versed in Hindi & English typing) with proper authorisation and ID cards	5 nos.
5	LCD Projector (at least 3000 lumens)	2 nos.
7	LAN & WAN Network setup (switch, access point, LAN cables, etc.)	As required
8	Bulk SMS solution (for sending SMS alerts to the candidates as & when required)	1 lakh

Note: The firm/ selected bidder shall ensure backup of all the aforesaid items with minimum 25% of the qty. mentioned above.

14. The firm/ selected bidder has to ensure that data is always available during the entire counselling processes. The shall provide certified copy of the application and database (data) in the form of a CD/Pendrive along with user-manual before first counselling (at least five days before). This process is to be repeated before and after each round of counselling.

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# INSTRUCTIONS TO BIDDER

The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Transparency Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail. **General Instructions :**

## 1. SCOPE OF WORK, DELIVERABLES, TIMELINES

Selected bidder shall provide following services as per scope of work-

- a. End-to-end counselling process (conduct & management) includes:
  - ❖ Calling of online applications with online fee submitting facility (reconciliation facility with e-Mitra and online payment gateway)
  - ❖ Generation of category wise Merit list
  - ❖ Facility for verification/ validation of candidates online forms (checking eligibility – under age/ over age, fees matrix based on different categories)
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  - ❖ Give facility to GNM School can update student joining status via their SSO ID.
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- d. It is supposed that there might be four to five rounds of online counselling. However, if the counselling extends further then the selected bidder has to execute it without any further cost.
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- g. The firm/ selected bidder shall maintain secrecy of all data which are received in the counselling process from the beginning of submission of online application form till completion of online counselling for the session 2026-27. In case of any leakage of data or information appropriate legal action shall be initiated against the firm/ selected bidder. The responsibility of improper conduct or breach of secrecy by its staff shall entirely lie with the firm/ selected bidder.
- h. The application along with database is to be hosted in dedicated server with all the pre-requisites to be taken care of by the selected bidder. Charges towards Safe to Host Certification or any changes required for obtaining the same is to be borne by selected bidder.
- i. All types of drill down reports shall be generated in place/ counselling center with the use of deployed IT infrastructure.
- j. The firm/ selected bidder shall provide software training to at least 4 departmental staff.
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- m. The firm/ selected bidder has to ensure that data is always available during the entire counselling processes. The shall provide certified copy of the application and database (data) in the form of a CD/Pendrive along with user-manual before first counselling (at least five days before). This process is to be repeated before and after each round of counselling.

## 2. Source of Funds

- The expenditure will be met by budgetary resources of RNC as per specified.

## 3. Code of Integrity & Conflict of Interest

- Code of Integrity
- Any person participating in the procurement process shall: -
  - ❖ 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;
  - ❖ Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - ❖ Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
  - ❖ Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
  - ❖ 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;
  - ❖ Not obstruct any investigation or audit of a procurement process; g) disclose conflict of interest, if any; and
  - ❖ 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

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.

- ❖ A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to;
  - ❖ Have controlling partners/shareholders in common; or
  - ❖ Receive or have received any direct or indirect subsidy from any of them; or
  - ❖ Have the same legal representative for purposes of this Bid; or
  - ❖ 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 this bidding process; or
  - ❖ The Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
  - ❖ The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Services that are the subject of the Bid; or
  - ❖ 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.
- The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section IV, Bidding Forms.
- Breach of Code of Integrity by the Bidder:  
Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

## 4. Eligible Bidders

- A Bidder may be manufacturer/Authorized dealer/Country Subsidiary/Authorized distributor of the subject

matter of Procurement.

- The Bidder must be manufacturer, or where permitted, distributor, authorized dealer, registered Bidder, bona-fide dealer in the Goods and if required he shall furnish necessary proof for the same in the specified format. Where applicable, proof of authorization by the manufacturer or country subsidiary office in India, shall be enclosed.
- A Bidder debarred under section 46 of the RPPP Act shall not be eligible to participate in any procurement process undertaken by - a) any Procuring Entity, if debarred by the State Government; and b) a Procuring Entity, if debarred by such procuring Entity.
- Conflict of interest in the procurement in question as stated in the RPPP Rule 81 and this Bidding document.
- Any change in the constitution of the firm, etc., shall be notified forthwith by the Bidder 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.
- No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procuring Entity 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.
- Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, should the Procuring Entity request.
- Each Bidder shall submit only one Bid except in case of alternative bids, if permitted.
- No Bidder who is not registered under the GST Act shall bid. The Registration Number must be quoted and a Clearance certificate of last quarter of the year from the Authority concerned shall be submitted.

#### 5. Eligible Goods and Related Services

- All Goods and Related Services to be supplied under the Contract shall have India as their country of origin or a country which has not been declared ineligible by Government of India.
- 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, installation, transportation, testing, commissioning, training, and mandated operation and maintenance, as applicable.
- If so required in the Bid Data Sheet /Bid document, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in this document to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in India.

#### 6. Bidding Document

- The sale/Downloading of Bidding Document shall be commenced from the date as mentioned in Notice Inviting Bids and shall be stopped one day prior to the date of opening of Bids. The complete Bidding Document shall also be delivered in the office of RNC. The prospective Bidders shall be permitted to download the Bidding Document from the website and pay its price while submitting the filled-up Bidding Document to the Procuring Entity.
- The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Procuring Entity or not downloaded correctly from the Procuring Entity's website.
- The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.
- Clarification of Bidding Document
  - ❖ The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the Goods and Related Services to be supplied. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the Bid document. The Procuring Entity will respond to any request for clarification, within specified days, provided that such request is received no later than specified period mentioned in Bid. Any decision or amendment made in result of discussion by the procurement authority on the representation received upto specified period given in bid, including the text of the questions raised, and the responses given, without identifying the source, will be placed on the State Public Procurement Portal. Any modification to the Bidding Document that may become necessary as a result of doubts removal shall be made by the Procuring Entity

exclusively through the issue of an addendum (part of Bidding Document)

- At any time prior to the deadline for submission of the Bids, the Procuring Entity, suomotto, may also amend the Bidding Document, if required, by issuing an addenda which will form part of the Bidding Document..
- ### 2.3 Amendment of Bidding Document
- Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all Bidders who have obtained the Bidding Document directly from the Procuring Entity. It shall also be uploaded on the website of State Public Procurement Portal for prospective bidders to download. 2.3.2 - At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bidding Document, if required, by issuing an addenda which will form part of the Bidding Document.
  - To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids under due intimation to the Bidders who have procured the Bidding Document from the Procuring Entity and also by uploading it on the website of State Public Procurement Portal.

## 7. Preparation of Bids

- Cost of Bidding
  - ❖ 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.
- The Bidder shall furnish the attested copies of following documents with its Bid for preliminary evaluation of bid:-
  - ❖ Firms Registration Certificate in case of preparatory.
  - ❖ Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing the Bid, authorizing him to represent all partners of the firm.
  - ❖ GST registration certificate and VAT/Sales Tax clearance certificate (upto March 2026) from the concerned Commercial Taxes Officer and Permanent Account Number (PAN) issued by Income-Tax Department.
  - ❖ Address of residence and office, telephone numbers e-mail address, if any in case of sole Proprietorship.
  - ❖ Registration certificate and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of another statutory or registered body, certificate of incorporation or registration issued by concerned authority. Power of attorney in favour of the person signing the Bid
  - ❖ Where permitted to bid as Joint Venture, Consortium or Association, letter of formal intent to enter in to an agreement or an existing agreement in the form of a Joint Venture, Consortium or Association. if the Bidder is an existing or intended JV, Consortium or Association , shall submit a copy of the Agreement, or a letter of intent to enter into such Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, Consortium or Association as appropriate.
  - ❖ The existing or intended JV shall authorize an individual/partner in one of the firm of the JV to act and commit all the partners of JV for the Bid.
- Submission of Bid
  - ❖ The Bid shall comprise of two envelopes submitted simultaneously, one containing the Technical Bid and the other the Financial or Price Bid, enclosed together in an outer single envelope.
  - ❖ The Technical Bid shall contain the following :
    - Technical Bid Submission Sheet and Technical Bid containing the filled up Bidding Forms and Declarations related to Technical Bid and Code of Integrity ;
    - Proof of payment of price of Bidding Document, processing fee/ user charges, where applicable, Bid Security;
    - Alternative Technical Bid, if permissible;
    - Written confirmation authorizing the signatory of the Bid to commit the Bidder;
    - Documentary evidence establishing the Bidder's eligibility to bid;
    - Documentary evidence that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
    - Documentary evidence that the Goods and Related Services conform to the Bidding Document;

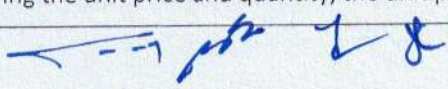
- Documentary evidence establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- The Financial Bid shall contain the following:
  - ❖ Financial Bid Submission Sheet and the applicable Price Schedules;
  - ❖ Alternative Financial Bid/ Price Proposal corresponding to the alternative Technical Proposal, if permissible; and
  - ❖ Any other document required in the bid document.
- Bid Submission Sheets and Price Schedules
  - ❖ The Bidder shall submit the Technical Bid and Financial Bid using the appropriate Bid Submission Sheets These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in ink or typed with the information requested.
  - ❖ The Bidder shall submit as part of the Financial Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate.
- Bid Prices
  - ❖ The prices quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified.
  - ❖ All items in the Schedule of Supply must be specified/listed and priced separately in the Financial Schedules. If a Financial Schedule shows items specified/ listed but not priced, these may be marked as Not Quoted.
  - ❖ The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid.
  - ❖ Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account, unless otherwise specified in the bid document. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.
  - ❖ All rates quoted must be FOR destination and should include all incidental charges except Tax part, which should be shown separately. No cartage or transportation charges will be paid by Procuring Entity and the delivery [including unloading and stacking etc.] of the Goods shall be given at the designated premises of the Procuring Entity.
- Documents Establishing the Eligibility of the Bidder
  - ❖ To establish their eligibility Bidders shall:
    - Complete the eligibility declarations in the Bid Submission Sheet and Declaration Form.
    - Complete the eligibility criteria specified in check list as required. It is on authority to call or not to call any clarification from the bidder and have right to evaluate the bid on the basis of submitted documents. No claim will be accepted to call the clarification or relax the condition mentioned in bid.
    - Procurement entity has full rights to demand any clarification from any bidder against which no other bidders response/representations will be accepted.
- Documents, Tests, Samples and Trials Establishing the Conformity of the Goods and Related Services to the Bidding Document
  - ❖ To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence (specifications, designs and drawings and conformance to BIS or other acceptable codes and samples as and where required) and where asked for, supply samples (Each sample shall be marked suitably), demonstrate trials or carry out tests required.
- Documents Establishing the Qualifications of the Bidder
  - ❖ To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Bid the documentary evidence indicated for each qualification criteria.
- Period of Validity of Bids
  - ❖ Bids shall remain valid for the period of 90 days after the Bid submission deadline date. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive. In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- Bid Security

- ❖ Unless otherwise specified in the Bid Data /Submission Sheet, the Bidder shall furnish as part of its Bid, a Bid Security in original form and in the amount and currency specified in the bid document. Bid Security shall be 2% of the estimated value of subject matter of procurement put to bid or as specified in the Bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the value of the quantity offered for supply and in case of Sick Industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial reconstruction, it shall be 1% of the estimated value of Bid.
- ❖ The Bid Security may be given in the form of bank demand draft of a Scheduled Bank in India, as specified in bid document.
- ❖ In lieu of Bid Security, a Bid Securing Declaration shall be taken from Departments of the State Government and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are controlled or managed by the State Government and Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in the bidding document.
- ❖ Bid Security of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for the this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited.
- ❖ The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity.
- ❖ The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of the successful Bid and signing of Contract Agreement and submission of Performance Security by the successful Bidder.
- ❖ The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:-
  - When the Bidder withdraws or modifies his Bid after opening of Bids; or
  - When the Bidder does not execute the agreement within the specified time after issue of letter of acceptance/ placement of supply order; or
  - When the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
  - When the Bidder does not deposit the Performance Security in the specified time period after the supply / work order is placed; or
  - If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act, Chapter VI of the Rules or VI. if the Bidder does not accept the correction of its Bid Price pursuant to procedure adopted for correction as laid down in the bidding document.
- In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security.

## 8. Submission and Opening of Bids

- Sealing and Marking of Bids
  - ❖ Bidders may submit their Bids by post or by hand or directly dropped in the Bid Box, where provided. Format and Signing of Bid
    - IN condition of off-line bid The Bidder shall prepare Technical Bid and Financial Bid and clearly mark each "TECHNICAL BID" and "FINANCIAL BID. All pages shall be serially numbered.
    - IN condition of ONLINE bid All required documents should be submitted ONLINE.
  - ❖ The inner and outer envelopes shall-
    - Bear the name and complete address along with telephone/ mobile number of Bidder;
    - Bear complete address of the Procuring Entity with telephone number, if any;
    - Bear the specific identification of the bidding process pursuant to Notice Inviting Bids and the date and time of submission of Bid. Any additional identification marks as specified in the bidding document be also indicated; and
    - The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to be opened before the time and date for the opening of Technical Bids, as specified in Notice Inviting Bids.
    - The inner envelopes containing the Financial Bids shall bear a warning not to be opened until advised by the Procuring Entity.

- ❖ If all envelopes are not sealed and marked as required, the Procuring Entity shall assume no responsibility about its consequences including misplacement and premature opening of the Bid.
- **Deadline for Submission of Bids**
  - ❖ Bids shall be received, by the person designated for the purpose by the Procuring Entity or directly dropped in the Bid Box, or submitted electronically, where asked for at the place and upto the time and date specified in the Notice Inviting Bids or an extension issued thereof.
- **Sealing and Marking of Bids**
- **Late Bids**
  - ❖ The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids, Such Bids shall be declared late, rejected, and returned unopened to the Bidder.
  - ❖ Bid Proposals that are withdrawn shall be returned unopened to the Bidders.
- **Bid Opening**
  - ❖ Bid documents in electronic format shall be uploaded on the State e-Procurement Portal (<http://eproc.rajasthan.gov.in/>) from **3:00 PM on 10 June 2026 (Wednesday)** up to **02:00 PM on 18 June 2026 (Thursday)**. The bids received through the e-Procurement Portal shall be opened on **18 June 2026 (Thursday) at 3:30 PM** in the office of the **Registrar, Rajasthan Nursing Council, Jaipur** in accordance with the prescribed procedures. In the event the scheduled date of opening is declared a holiday, the bids shall be opened at the same time and venue on the next working day.
  - ❖ Subsequent to the submission/uploading of bids, all stages of the bidding process shall be carried out through the online e-procurement system.
  - ❖ In the event that all bids cannot be opened on the scheduled date due to any administrative or technical reason, the process of opening the remaining bids shall be continued on the next working day(s) until completion.
- **Evaluation and Comparison of Bids**
  - ❖ **Confidentiality**
    - Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.
  - ❖ **Clarification of Technical or Financial Bids**
    - To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
    - Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
    - No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.
  - ❖ **Deviations, Reservations and Omissions in Technical or Financial Bids**
    - During the evaluation of Technical or Financial Bids, the following definitions shall apply:
      - ⚡ "Deviation" is a departure from the requirements specified in the Bidding Document;
      - ⚡ "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
      - ⚡ "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- **Nonmaterial Nonconformities in Technical or Financial Bids**
  - ❖ Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformity (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission.
- **Correction of Arithmetical Errors in Financial Bid**
  - ❖ Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:
    - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall



- be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- 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
  - If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- ❖ If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.
- Preliminary Examination of Technical or Financial Bids
    - ❖ The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in Sub-Clause [Documents Comprising the Bid] have been provided, and to determine the completeness of each document submitted.
  - Responsiveness of Technical or Financial Bids
    - ❖ The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself.
    - ❖ A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission is one that: A. if accepted, would- i. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Supply; or ii. limits in any substantial way, inconsistent with the Bidding Document, the Procuring Entity's rights or the Bidder's obligations under the proposed Contract; or B. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
    - ❖ If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
  - Examination of Terms and Conditions of the Technical or Financial Bids
    - ❖ The Procuring Entity shall examine the Bids to confirm that all terms and conditions have been accepted by the Bidder without any material deviation or reservation.
  - Evaluation of Qualification of Bidders in Technical Bids
    - ❖ The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, and in accordance with the qualification criteria.
  - Price and/ or Purchase Preference
    - ❖ Price and/ or Purchase Preference, if applicable, shall be given in accordance with the policy of State Government notified / prevalent at the time of issue of NIB.
  - Evaluation of Financial Bids
    - ❖ The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive.
    - ❖ Unless otherwise specified in bid document, the evaluation of the total Price of a Bid shall be the price of delivering the Goods and Related Services at the site(s) or place(s) of delivery specified including all taxes and duties payable on them, insurance, transport, loading, unloading, erecting, stacking, testing, commissioning, etc.
  - Comparison of Bids
    - ❖ The Procuring Entity shall compare all substantially responsive Bids to determine the lowest-evaluated Bid.
  - Post qualification of the Bidder
    - ❖ The Procuring Entity shall determine to its satisfaction that at the Bidder that is selected as the lowest Bidder is qualified to perform the Contract satisfactorily.
      - Negotiations may, be undertaken only with the lowest Bidder under the following circumstances-
        - ⊕ When ring prices have been quoted by the Bidders for the subject matter of procurement; or
        - ⊕ When the rates quoted vary considerably and considered much higher than the

prevailing market rates.

- The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.
- Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids
  - ❖ The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.
- Award of Contract
  - ❖ Procuring Entity's Right to Vary Quantities
    - If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document or doesn't procure some items of scope of work as given in 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.
    - Repeat order for additional quantities may be placed within one month of completion of the supply. The value of the additional quantities may be upto 50% of the value of goods of the original Contract at the rates and conditions given in the Contract, provided the original supply order was given after inviting open competitive bids. Delivery period of goods may be proportionately increased.
  - ❖ Dividing quantities among more than one Bidder at the time of award
    - As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted. Counter offer to first lowest Bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest Bidder (L2), third lowest Bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.
  - ❖ Acceptance of the successful Bid and award of contract
    - A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
    - The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria and if the Bidder has been determined to be qualified to perform the contract satisfactorily.
    - If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.
  - ❖ Signing of Contract
    - In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period specified in the bid document or where the period is not specified in the bid document, then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.
    - If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration, as the case may be, within the specified time period, the Procuring Entity may forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.

- The Bid Security and samples, if any, of the Bidders whose Bids could not be accepted shall be refunded/ returned soon after the contract with the successful Bidder is signed and his Performance Security is obtained.

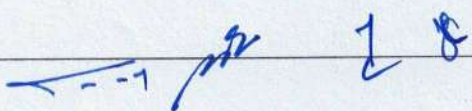
❖ Performance Security

- Performance Security shall be solicited from the successful Bidder except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.
- The amount of Performance Security shall be five percent, or as specified in the bid document, of the amount of the supply order. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of Goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order. The currency of Performance Security shall be Indian Rupees, if otherwise not specified in bid document.
- Performance Security shall be furnished in one of the following forms-
  - ⊕ Bank Draft or Banker's Cheque of a Scheduled Bank in India; or
  - ⊕ Bank Guarantee from any scheduled Bank shall remain valid for a period of three months beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and operation and / or maintenance and defect liability period, if any.
  - ⊕ The Procuring Entity shall ensure before accepting the Bank Guarantee that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Bank Guarantee on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Bank Guarantee shall be forfeited.
- Performance Security furnished in the form of a document mentioned at options (ii) of Sub-Clause above, shall remain valid for a period of three months beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and operation and / or maintenance and defect liability period, if any.
- Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract may constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
- Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited in the following cases :-
  - ⊕ When the Bidder does not execute the agreement within the specified time period; after issue of letter of acceptance/ placement of supply order; or
  - ⊕ When the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
  - ⊕ When Bidder fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or
  - ⊕ When any terms and conditions of the contract is breached; or
  - ⊕ Failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or
  - ⊕ If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.

- ❖ Additional Performance security shall be applicable as per Govt. of Rajasthan Notification.

## 9. Grievance Handling Procedure during Procurement Process (Appeals) 7 Grievance handling procedure during procurement process

- Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the bid document, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix A . Name and Address of appellant Authority are given on Point no. 7 of bid data sheet in Annexure-8 8 Demonstration The bidder shall be required to provide a functional demonstration of the proposed software solution prior to the opening of the financial bid. This demonstration must clearly exhibit all core features and functionalities as outlined in the technical proposal. Failure to provide a satisfactory demo may result in disqualification from the bidding process, irrespective of the financial bid submitted. 9 Work Start The selected bidder must commence the assigned work within seven (7) calendar days from the date of issuance of the Work Order. Failure to initiate the work within the stipulated period may lead to cancellation of the Work Order and forfeiture of any applicable performance security or earnest money deposit 10 Fall Clause and Price charging Certificate
- The prices charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores or offers to sell the stores of identical description to any person/organization including the purchase of any Deptt. of the central Govt. or any Deptt. of state Govt. or any statutory under taking of the central of state Govt. as the case may be during the period till performance of all supply orders placed during the Currency of the rate contract is completed. If at any time during the said period the contractor reduces the sale price, sells or offers to sell such stores to any organization including the purchase or any Deptt. of Central Govt. or any Deptt. of state Govt. or any statutory undertaking of the Central or state Govt. as the case may be at a price lower than the price chargeable under the' contract he shall forth with notify such reduction or sale or offer to sale to The Registrar , RNC, Jaipur and the price payable under the contract for stores supplied after the date of coming into force of such reduction of sale or offer to sales shall stand correspondingly reduced. The above stipulation will however not apply to :-
  - ❖ Export by the contractor.
  - ❖ Sale of goods as original equipment at prices lower than the prices charged for normal replacement.
  - ❖ Sale of goods such as drugs which have expiry dates.
  - ❖ Free replacement of spares articles/good will be provided only during the warranty period. herein agree to the contractor shall furnish the following certificate along with the bill for payment of Supplies made against the rate contract. "I/We" certify that there has no reduction in sale price of the stores of description identical to the stores supplied to the Govt., under the contract here in and such stores have not been offered / sold by me /us to any organization including the purchaser or any Deptt. of state Govt. or any statutory undertaking of the central Govt. or state Govt. as the case may be upto the date of bill / the date of completion of supplies against all supply orders placed during the currency of the contract at prices lower than the price charged to the Govt. under the contract except for qty of stores categories under sub-clause (a) (b) (c) and (d) as above.
  - ❖ A rate contract shall be entered, for price without a commitment for quantity, place and time of supply of subject matter of procurement, with the bidder of lowest priced bid or most advantageous bid.



# GENERAL TERMS AND CONDITIONS

- **Contract Price and Payments**

- **Contract Price**

- The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments, if authorized.

- **Terms of Payment**

- The terms of payment of the Contract Price shall be :

- Payment shall be made after complete supply under relevant work order and submission of verified bill otherwise part payment will be made assuming L.D. on rest of supplies.
- The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted and upon fulfillment of all the obligations stipulated in the Contract.
- Payments should be made promptly by the Procuring Entity, as far as possible, after submission of an invoice or request for payment by the Supplier, and the Procuring Entity has accepted it. All remittance charges shall be borne by the Supplier.
- The currency in which payments shall be made to the Supplier under this Contract shall be Indian Rupees unless otherwise specified.
- In case of disputed items, 10% to 25% of the amount of the price of such items may be withheld and will be paid on settlement of the dispute.
- Payment in case of those Goods which need trials or testing shall be made only when such trials or tests have been carried out and trials or test results received conforming to the prescribed specifications.

- Advance Payment will not be made except in rare and special cases and as provided for in the Contract. In case of advance payment being made, it shall be to the extent and on conditions and against a confirmed bank guarantee for 100% of the advance. The amount of advance shall be used exclusively for supplies against the Contract.

- if advance payment is to be made after dispatch of Goods by the Supplier, it will be made after presenting the proof of dispatch through the bank and prior inspection, if any. The balance, if any, will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection note given to the Supplier.

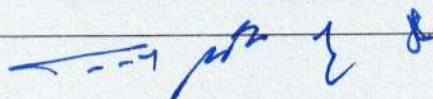
- In case of opening of letter of credit (LC)- 70% payment shall be made through our bankers by opening of letter of credit to case of import of items at sight and balance 30% payment shall be made after receipt of the goods according to specification and satisfactory supply and installation and satisfactory demonstration of equipment. No advance payment will be made normally.

- **Taxes and Duties**

- For Goods supplied from outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
- For Goods supplied from within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods at site to the Procuring Entity.
- If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent

- **Performance Security**

- The Supplier shall provide a Performance Security within fifteen (15) days or a period as specified by procuring entity in this regard, of the Notification of Award/Work order before sign the Contract



Agreement and or, where applicable, a Performance Security Declaration for the due performance of the Contract for the specified amount .

- The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier after the date of satisfactory completion of the Supplier's performance obligations under the Contract, including any warranty and/ or maintenance obligations, unless specified otherwise.
- Liquidated Damages
  - Subject to provisions made in this regard, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Procuring Entity shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages on the basis of following percentages of value of Goods and/ or Related Service which the Supplier has failed to supply or complete: -

No.	Condition	LD %
A	Delay up to one fourth period of the specified period of delivery, successful installation and completion of subject matter of procurement.	2.5 %
B	Delay exceeding one fourth but not exceeding half of the specified period of delivery, successful installation and completion of subject matter of procurement.	5.0 %
C	Delay exceeding half but not exceeding three fourth of the specified period of delivery, successful installation and 7.5 % completion of subject matter of procurement.	7.5 %
D	Delay exceeding three fourth of the specified period of delivery, successful installation and completion of subject matter of procurement.	10.0 %

**Notes:-**

- ❖ Extension in supply period will be considered only on written application by the vender before last date of supply / completion of work.
- ❖ Sanction of extension on the discretion of procurement entity case to case subject to condition of evidence. No claim will be accepted against any decision of procurement entity.
- ❖ Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated if it is less than half a day.
- ❖ The value of Goods and/ or Related Services not received in specified time should be calculated carefully. The method of calculation for contracts which include multiple items of supply/ service in case individual value of each item is not taken in the Bid should be generally mentioned in the Bid.
- ❖ For turnkey projects in which cost of individual items is not known, some apportionment formula should be given in the Bid document. If not given, the total value of the turnkey project shall become the basis for calculating LD, if due.
- ❖ The maximum amount of liquidated damages shall be 10%. Once the maximum is reached, the Procuring Entity may terminate the Contract.
- ❖ The value of goods/services, for the L.D purpose would be reckoned without including the Tax part.

○ Liquidated Damages

- Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the Supplier, their amount along with amount of liquidated damages shall be recovered from his dues and Performance Security available with the Procuring Entity. In case balance of recovery is not possible, recourse will be taken to Section 53 of the Act or any other law in force.

○ Limitation of Liability

- Except in cases of gross negligence or willful misconduct:
  - 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 to pay liquidated damages to the Procuring Entity; and
  - the aggregate liability of the Supplier to the Procuring Entity under the Contract shall not exceed the amount specified in the SCC, which shall not be less than the amount of the

Contract Price and more than double of it, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Procuring Entity with respect to patent infringement.

- **Termination and Disputes**

- 2.1 Dispute Resolution

- Dispute Resolution Mechanism shall be as stated in Appendix B.

Handwritten signature and scribbles in blue ink, consisting of a horizontal line with a dashed underline, followed by a cursive signature and a large '2' followed by a flourish.

## Check –List

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

S. No	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The bidder should be a company registered under Indian Companies Act OR A partnership firm registered under Indian Partnership Act, 1932. OR A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 OR Proprietor Bidder firm	- Copy of Certificates of incorporation/ Certificate of Registration/ Partnership deed/ as required
2.	Financial: Turnover	Turnover not be less than 10 lacs per financial year during any two years of last three years.	Copy of CA-Certified
3.	Technical Capability	The bidder should have 5 years of online counselling Experience in government department.	Copy of Experience Certificate duly issued by Concerned University/ Counselling organizing agency by attached.
4.	Tax registration	The bidder should have a registered number of: GST where business is located Income Tax Pan number.	<input type="checkbox"/> GST registration Certificate/ Number <input type="checkbox"/> PAN Card
5.	Mandatory Undertaking	Bidder should: - Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; Not have, and their 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; Not have a conflict of interest in the procurement in question as specified in the bidding document. comply with the code of integrity as specified in the bidding document	A Self Certified letter/ Self-Declaration

*[Handwritten signature]*

6.	Demonstration	The bidder shall be required to provide a functional demonstration of the proposed software solution <b>prior to the opening of the financial bid</b> . This demonstration must clearly exhibit all core features and functionalities as outlined in the technical proposal. Failure to provide a satisfactory demo may result in disqualification from the bidding process, irrespective of the financial bid submitted.	
7.	Work Start	The selected bidder must commence the assigned work <b>within fifteen (15) calendar days from the date of issuance of the Work Order</b> . Failure to initiate the work within the stipulated period may lead to cancellation of the Work Order and forfeiture of any applicable performance security or earnest money deposit	

*[Handwritten signature]*

## Annexure-1

### **BID APPLICATION FORM**

(On firm's Letter Head Dully Signed and Stamped by the applicant/ Bidder)

The Registrar,  
Rajasthan Nursing Council  
B-39, Sardar Patel Marg,  
C-Scheme, Jaipur

1. Subject: Reference (NIT No).....
2. Bid for .....
3. Name and full postal address :- .....
- Contact no. number:- .....
- E-mail :- .....

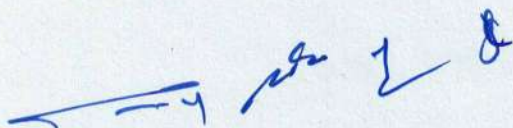
4. The fee as per bid has been submitted/deposited as under :

S.no.	Details	Amount	DD no.	Date
1.	Bid Fee			
2.	BID SECURITY			

5. We agree to abide by all the conditions as mentioned in NIT No: 05 dated 10-06-2026 issued by the Procurement Entity (all the pages of which have been signed by us in acceptance of the terms mentioned therein). And provisions of RTPP Act 2012 and Rules 2013
6. The Costs/Rates for the supply of material installation, commissioning & maintenance thereof are given in the schedule of prices attached in Financial Bid.
7. Services will be delivered within delivery period / schedule.
8. The rates quoted above are valid upto 90 days from the date of opening of the proposal.
9. The period can be extended with mutual agreement.
10. Our Bank details as under:-
  - a) Name of Account Holder
  - b) Name of Bank
  - c) Account no.
  - d) Address of Branch
  - e) IFS Code
11. We declare that we fulfill the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply in accordance with the specifications, the delivery schedule and other requirements as specified in Section V, Schedule of Supply, the following Goods and Related Services.
12. If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5% percent of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the Contract;
13. We are not participating, as Bidder in more than one Bid for supply of the subject Goods in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
14. Our firm, its affiliates or subsidiaries, including any suppliers for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law;

15. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
16. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
17. We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;

SIGNATURE OF BIDDER  
(Authorized Signatory)

A handwritten signature in blue ink, consisting of several stylized, connected strokes, positioned below the signature label.

**Declaration by the Bidder under Section 7 and 11 of the Act**  
**Declaration by the Bidder**

In relation to our Bid submitted to ..... [enter designation and address of the procuring entity] for procurement of ..... [insert name of the Goods] in response to their Notice Inviting Bids No..... Dated ..... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

1. We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:

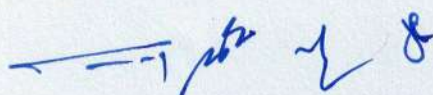
Signature of Bidder

Place:

Name:

Designation:

Address:



Bid Securing DeclarationDate: *[insert date (as day, month and year)]* BidNo.: *[insert number of bidding process]*Alternative No, if permitted: *[insert identification No if this is a Bid for an alternative]*To: *[insert complete name and address of Procuring Entity]*

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 will automatically be suspended from being eligible for bidding in any contract with you, *[insert designation of the Procuring Entity]*, for the period of time of *[insert number of months or years, as required by the Procuring Entity]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

1. withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Document; or
2. having been notified during the period of bid validity specified in the bid document, about the acceptance of our Bid by you,
  - a) fail or refuse to execute the Contract Agreement within the time period specified in the Bid document,
  - b) fail or refuse to furnish the performance security, within the time period specified in the Bid Document,
3. not accept the correction of arithmetical errors in accordance with the procedure adopted by procuring Entity; or
4. breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the Bid Document.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: \_\_\_\_\_  
*[insert signature of person whose name and capacity are shown]*Name: \_\_\_\_\_  
*[insert complete name of person signing the Bid-Securing Declaration]*In the capacity of: \_\_\_\_\_  
*[insert legal capacity of person signing the Bid-Securing Declaration]*Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_  
*[insert complete name and address of the Bidder]*Dated on \_\_\_\_\_ day of \_\_\_\_\_,  
*[insert date of signing]*Corporate Seal \_\_\_\_\_  
*[affix corporate seal of the bidder]***[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.]**

**FORMAT FOR TECHNICAL BID COMPLIANCE SHEET**

- 1- The Technical Compliance Bid must be in this sheet only otherwise it will be assumed that Bidder is not able to offer Technical desired product. Information provided elsewhere or in any different form will not be considered.
- 2- All the columns of this sheet should be filled is compulsory by the bidder, merely asking the officer to refer catalog or literature will not be entertained.
- 3- If the bidder wants to offer more than one Model Optional Photocopies of this sheet may be used for each Model.

NAME of Item Proposed-

MAKE:-

MODEL:-

S.No.	Technical Specification point wise	Features available in Equipment write Yes/No	Any Deviation from Specification	Corresponding page No. Para No. of literature/catalogue Enclosed	Technical Committee Report	Remarks if any
1	2	3	4	5	6	7

**Note:-** Number of units / components that form a part of complete system (which are provided separately and are to be assembled so as to comply with the department specification) as desired in the specification mentioned above should also be mentioned separately along with name of component and the quantity offered.

S. No.	Name of Part / Component/ Unit	Quantity Offered	Feature available	Remark
1				
2				
3				

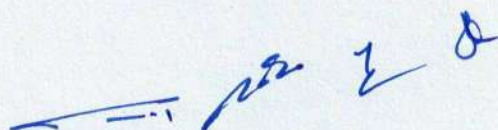
Signature of Bidder with Seal

**Bid Data Sheet****Information to Bidders:-**

1.	<b>Introduction</b>
a)	The Procuring Entity is <b>The Registrar, RNC Jaipur.</b>
b)	The expenditure on this subject matter of procurement will be met by budgetary resources /funds made available by Authority. The Goods and Related Services to be procured are as mentioned in the Bid Submission Sheet/Bid Data Sheet.
c)	Joint Venture will be allowed subject to terms & conditions specific to the Bid Invited.
d)	The authorization from the Manufacturer of the Goods that the Bidder has been duly authorized to supply the Goods indicated in its Bid is required where the total estimated value of supply (including taxes) of each required item is more than 5.00 Lacs. Declaration by Bidders (Bonafide Bidder's Declaration) should be submitted by all participating Bidders.
2.	<b>Bidding Document</b>
a)	The price of the Bidding Document and other fees as per NIT.
b)	For <b>clarification purposes</b> only, the Procuring Entity's address is: The Registrar, RAJASTHAN NURSING COUNCIL, B-39, Sardar Patel Marg, C-Scheme, Jaipur
3.	<b>Preparation of Bids</b>
a)	The language of the Bid will either be English or Hindi.
b)	The Bidder shall submit with its Technical/Financial Bid the additional documents as mentioned in the Bid documents.
c)	Alternative Bids will be permitted specific to any Invitation to Bid. where permitted it would be mentioned in the Bid document. where it is not specifically permitted for any category of specific bid ,it should be deemed as Not Permissible.
d)	For Goods offered from outside India, the Bidder shall quote prices as (EXW/ CIF/ CIP/ FOB etc:- CIF/CIP. However, no additional charges for delivery of goods FOR destination will be paid.
e)	The terms of quoting price are: (i) unit cost (ii) Taxes (iii) CAMC
f)	The prices quoted by the Bidder shall be fixed.
g)	The currency of the Bid, if otherwise than the Indian Rupees, shall be only in case of imported goods quoted by Indian Bidder, where goods are to be imported by bidder on behalf of Registrar, RNC, Jaipur.
h)	The Bid validity period shall be: <b>-90 days</b> a. A Bid Security/ Bid Securing Declaration (if Permitted) shall be required as per the provisions of RTPP Act 2012/RTPPR 2013 <i>or</i> as indicated in Bid document. b. Bid Security shall be required, the amount and currency of the Bid Security shall be in INR as mentioned in the Bidding Documents
i)	In addition to the original of the Bid, the number of copies of the Bid required is ONE.
j)	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of Power of Attorney/ Board Resolution/ Letter of Authorization written on the Letter Head by the Bidder, etc (as the case be)
4.	<b>Submission and Opening of Bids</b>
a)	For <b>Bid submission purposes</b> only, the Procuring Entity's address is THE REGISTRAR, RAJASTHAN NURSING COUNCIL, B-39, Sardar Patel Marg, C-Scheme, Jaipur

b)	The deadline for Bid submission is as mentioned in the NIB.
c)	The Bid opening shall take place at: Office of The Registrar, RAJASTHAN NURSING COUNCIL, B-39, Sardar Patel Marg, C-Scheme, Jaipur
<b>5</b>	<b>Evaluation and Comparison of Bids</b>
a)	The Price and/ or Purchase preference shall apply specific to any NIB which shall be mentioned in Bid Document. However, Provisions of RTPP Act/Rules would be applicable wherever bid warrants applicability of such provisions.
<b>6</b>	<b>Award of Contract</b>
a)	The quantity can be divided among more than one Bidders at the price and conditions of the lowest evaluated Bid as per decision of the competent authority/committee in this regard.
b)	The period within which the contract agreement is to be executed and performance Security is to be submitted will be intimated to the Bidder by the Procurement Entity.
c)	Performance Security/ Performance Security Declaration/ with additional Performance security (if applicable) shall be required as per bid terms & conditions.
d)	The amount/ rate of Performance Security/ Performance Security Declaration/ with additional Performance security (if applicable), wherever applicable will be as per RTPPR 2013, unless otherwise specifically mentioned.
<b>7</b>	<b>Grievance handling procedure during Procurement Process</b>
a)	<p>a. The Designation and complete Address of First Appellate Authority, including Room Number and Floor No., if any, is: <b>President, RAJASTHAN NURSING COUNCIL, B-39, Sardar Patel Marg, C-Scheme, Jaipur</b></p> <p>b. The Designation and complete Address of Second Appellate Authority, including Room Number and Floor No., if any, is: <b>Joint Sectary (Group-3) Medical Health, Govt. of Rajasthan.</b></p> <p><b>Demand Draft of fee for filling appeal to both appellate authorities must be submitted in favor of "Registrar, Rajasthan Nursing Council, Jaipur"</b></p>

THE REGISTRAR  
RAJASTHAN NURSING COUNCIL  
B-39, SARDAR PATEL MARG, C-SCHEME, JAIPUR-  
302001



**FORMAT OF FINANCIAL BID***(In condition of online bid it should ONLINE only)*

Rate Contract for "End to end Counselling process (conduct and management)" for Rajasthan Nursing Council, Jaipur

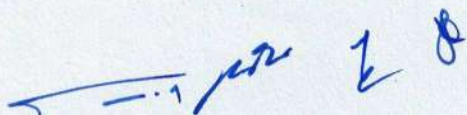
**AS PER BOQ**

S. No.	Description of work	Qty./Unit	Rate Rs. as per Scope of Work	GST in Rs.	Total Amount Rs. incl. GST	Total Amount or Words incl. GST
1.	Rate Contract for "End to end Counselling process (conduct and management)"	As per scope of work				

*IN condition of ONLINE bid All required documents should be submitted ONLINE only.*

**Signature of Bidder with Seal**

**Enclosed: Financial Bid format duly filled, signed & sealed.**



**Agreement***(to be executed on a non judicial stamp of appropriate value)*

An agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called "the Supplier"), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Governor of Rajasthan/ \_\_\_\_\_ [name of the Procuring Entity if other than a department of the State Government (hereinafter called "the Procuring Entity") which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS the Procuring Entity invited Bids for certain Goods and Related Services, viz., \_\_\_\_\_ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services for the sum of \_\_\_\_\_ (amount in figures and words) (herein after "the Contract Price").

**NOW THIS AGREEMENT WITNESS AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Original Bid document.
  - b. The Procuring Entity's Notification to the Supplier of Award of Contract;
  - c. The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier;
  - d. The terms & Conditions of Contract;
  - e. The Supply Schedule
  - f. Instructions to Bidders;
  - g. The Notice Inviting Bids;
  - h. \_\_\_\_\_

In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

2. We are submitting performance security as desired and applicable against the work order in detailed here under :  
D.D./Bank guarantee No. .... Dated ..... Rs. ....
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Signed By:  
For the Supplier

Witness : 01

Witness : 02

Signed by :

For the Procuring Entity, RNC, Jaipur

Witness : 01

Witness : 02

## Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

(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 Guidelines issued thereunder, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or 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 in terms of section 27 of the Act, 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 Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- B. After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing 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.

(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,
  - ii. hear all the parties to appeal present before him; and
  - iii. 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.

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

## Appendix B : Dispute Resolution Mechanism

Any dispute arising from the Contract shall be resolved amicably, as far as possible. The levels of the Dispute Resolution mechanism shall be as follows:

- I. Amicable resolution between representatives of Parties to the Contract.
- II. If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part thereof or the rights, duties or liabilities of either party have not been settled by amicable resolution through mutual discussions, it shall be referred to the appropriate Empowered Dispute Resolution Committee for decision, if the amount of the claim is more than Rs. 50000/-.

Dispute Resolution Mechanism will have the following Committees at the levels of Head of the Department and Administrative Secretary of the Department:

1. Head of the Department Level Committee: to address disputes in contracts of value upto Rupees One Crore:  
The Head of the Department Level Committee shall comprise of Head of the Department, Financial Advisor/ Chief Accounts Officer of the Department, Concerned Procuring Entity or Additional Head of the Department (Member -Secretary) and Representative of Law Department not below the rank of ALR or equivalent.
2. Administrative Secretary Level Committee: to address disputes in contracts of value of more than Rupees One Crore:  
The Administrative Department Level Committee shall comprise of Administrative Secretary of the Department, Representative of Finance Department not below the rank of Deputy Secretary, Law Secretary or his nominee, not below the rank of Joint Legal Remembrance, Chief Engineer-cum-Addl. Secretary of the concerned department and Chief Engineer concerned (Member-Secretary) [in case of other than a Works Department: Head of the Department and Additional Head of the Department (Member-Secretary)].

**NOTE:** In case the Procuring Entity is other than a Department of the State Government, the concerned Administrative Department will decide the levels of various members of the two Dispute Resolution Committees.

- III. Arbitration will be applicable in case of disputes arising in contracts of value of more than Rupees.10 Crore which remain unresolved through the Dispute Resolution Committee.
- IV. All legal proceedings, if necessary arise to institute by any of the parties shall have to be lodged in courts situated in Rajasthan and not elsewhere.

V. Procedure of reference to the Dispute Resolution Committee:-

The Supplier shall present his representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One lakh, within three months of occurrence of the Dispute. The Procuring Entity shall prepare a reply of representation and shall represent its stand before the concerned Dispute Resolution Committee. From the side of the Supplier, the claim case may be presented by himself or through a representative. After hearing both the parties, the Dispute Resolution Committee shall pronounce its decision which shall be final and binding both on the Supplier and the Procuring Entity.



FORM No. 1  
[See rule 83]

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

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

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

1. Particulars of appellant:
  - (i) Name of the appellant:
  - (ii) Official address, if any:
  - (iii) Residential address:
2. Name and address of the respondent(s):
  - (i)
  - (ii)
  - (iii)
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:

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.....(Supported by an affidavit)
7. Prayer:

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Place .....

Date .....

Appellant's Signature

