



# PURCHASE RULES

**RAJASTHAN UNIVERSITY OF VETERINARY & ANIMAL SCIENCES**  
BIJEY BHAWAN PALACE GANGA AVENUE, NR. DEENDAYAL UPADHYAY  
CIRCLE  
BIKANER

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**PREPARED ON THE APPROVAL OF THE  
BOARD OF MANAGEMENT (VIDE RESOLUTION ON  
AGENDA 03/H-1)**

**&**

**IMPLEMENTED VIDE APPROVAL OF THE BOARD IN ITS 4th  
MEETING DATED 30th DEC, 2011 WITH IMMEDIATE EFFECT**

**Power to remove difficulties:**

If any difficulty arises in giving effect to the provisions of these rules, the Comptroller, on the approval of the Vice-Chancellor by an order do anything not inconsistent with the provisions of the Rajasthan University of Veterinary & Animal Sciences Act, 2010, which appears to be necessary or expedient for removing the difficulty. Interpretation/decision of the University in above manner shall be final and binding.

# **RAJASTHAN UNIVERSITY OF VETERINARY & ANIMAL SCIENCES**

BIKANER (Rajasthan)

## **PURCHASE RULES**

In exercise of the powers vested vide Section 12 of the Rajasthan University of Veterinary & Animal Sciences Act, 2010, the Board hereby approves the Purchase Rules in its Fourth Meeting held on 30<sup>th</sup> Dec, 2011 in pursuance of its approval for revision vide resolution No. 03/H-1. These rules shall be deemed to be applicable with immediate effect.

### **Broad Purchase Policy**

The policy of the University is to make purchase of stores for the use of the University in such a way as to ensure that-

- The purchase procedure is decentralized with transparency of the processes.
- There is clarity of procedures so that ambiguous purchases are checked automatically.
- There is minimum requirement of centralized decision making.
- All purchases meet the requirements in the interest of the University
- Get best quality on minimum price
- The procedure of purchase has to be simple, affordable and applicable looking to the human resource and administrative structure provided to the indenter.
- As far as possible, purchases are based on decentralized authority looking to the area of operation of the University which is spread throughout Rajasthan.
- To encourage the development of the industries of the country, providing, as far as possible, preference in the following order:-
  - (1) Articles which are produced in India in the form of raw materials or are manufactured in India with raw materials produced in India.
  - (2) Articles wholly or partially manufactured in India from imported materials, provided that the quality is satisfactory.
  - (3) Articles manufactured by foreign manufacturers held in stock in India provide these are of suitable type and required quality.
  - (4) Articles manufactured abroad which need to be specially imported/purchased from Indian dealers.

### **Purchase Planning**

(a) In the month of April, the Dean/Director/Officer Incharge/Head of the Department/ DDO/PI shall assess the requirement of store articles for the ensuing year considering the likely balances in hand at the beginning of the financial year and estimate along with the value of purchases for each item during next financial year.

(b) The requirement of quantity/works in respect of Rule 7 (a) (b) shall be intimated to the comptroller for central purchase of required items as well as work by mid May.

(c) For items, other than included in Rule 7 (a) and (b), open tenders/limited tenders/local market purchase may be resorted to in such a way that the articles are available to the institutions as and when required.

## Purchase Rules

### Rule 1

F.O.R. destination

- (a) Save as provided in subsequent rules or in some special circumstances, articles required for the university shall be purchased on the condition that delivery and payment shall be made at the place for which the purchases are made.
- (b) Purchases of stores others than those mentioned in subsequent rules shall be obtained by calling tenders.

### Rule 2

- (1) Tenders shall be invited for the supply of all articles unless the value of order to sufficient reasons, to be recorded, exist, which indicate that it is not in the university interest to call for the tenders.
- (2) No tender, which fails to comply with the conditions as to be delivery and payment, prescribed in Rule 1 shall be accepted.
- (3) Sufficient time should be allowed for the receipt of tenders.
- (4) The following procedures for obtaining the tenders should be followed, as far as practicable.
  - (i) By advertisement (open tenders)
  - (ii) By direct invitation to a limited number of firms (limited tenders)
  - (iii) By negotiation (in case of proprietary/monopoly items).
  - (iv) Purchase of articles on small orders.
  - (v) Without Tender
- (5) "Open tenders" should be used as a general rule unless otherwise provided in these rules and also for such articles the estimated value of which exceeds Rs.1,50,000/- for one particular purchase
- (6) System of limited tender should ordinarily be adopted in the case of all orders, the estimated values of which is up to Rs. 1,50,000/-.
- (7) In case of small orders, when estimated values of articles is up to Rs.10,000/- for each item tendering shall not be required.
- (8) For purchases through limited tenders, the purchasing officer shall invite quotation of the required item (s) from the firm(s) dealing in that item.

Purchase procedure

Open tender

### (9) Negotiations:

- (a) Negotiations may be undertaken, on the wisdom of the Comptroller and/or purchasing / tendering authority/ purchase committee.
- (b) Negotiations will not make original offer made by the tenderer inoperative. The authorities mentioned in (i) (1) above will have option to cancel the tender or consider original offer in case:
  - (i) Rates are not lowered on negotiation (s), or
  - (ii) The tenderer decides to increase rates originally tendered or imposes new terms and conditions.
- (c) Negotiations may be undertaken in the following cases:-
  - (i) Negotiations before/without calling tenders may be resorted to in the following cases:-
    - (i.a.) Where Purchase pertains to proprietary articles;
    - (i.b.) Where stores under purchase are continuously in short supply and are urgently required;
    - (i.c.) In case of small orders for the purchase of non-proprietary articles;
    - (i.d.) In case of purchases without tender as mentioned in rule wherever considered necessary.

Power of negotiatio

- (ii) Negotiation after tenders be undertaken only with the lowest tenderer (declared so on the basis of considerations of specifications, credentials of the tenderer as well as rates, meaning thereby that the Committee shall have right to consider and regard L1 to any tenderer on the above considerations, not merely on the basis of rates alone) under the following circumstances: -
- (ii.a.) When ring prices (apparently high/pooled/mutually agreed participation in tenders) have been quoted by the tenderers for the particulars stores under purchase.
- (ii.b.) When the rates tendered vary considerably and appear/are considered much higher than the prevailing market rate at the time of opening of tender.
- (iii) Power of Negotiations:- In case of (ii) above-The Purchase Committees shall have full powers to undertake negotiation. Detailed reasons and results of negotiation shall be recorded in the proceedings.
- (iv) Procedure for Negotiation:- In case of (ii) above-
- (iv.a.) Negotiation will be conducted with the lowest bidder only,
- (iv.b.) The lowest tenderer(s) shall be informed in writing either through messenger if they are local and by registered/speed post/email/phone in case they belong to outstation.
- (iv.c.) Normally, minimum time of 7 days in case of tenderers being of outstations and 3 days in case of local tenderers shall be given prior to negotiations.
- (iv.d.) In case of urgency the purchase Committee may reduce this time provided the lowest tenderer has received the intimation regarding holding of negotiations. Reasons in such cases will be recorded, (iv.e.) In case of non-satisfactory achievement of rates from lowest tenderer, the Committee may choose to make a written counter offer to the lowest tenderer and if this is not accepted by him, the Committee may decide to reject and re-invite tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work/supply order be awarded to the tenderer who accepts the counter-offer.
- (v) In case (of unacceptable) the rates even after negotiation are very high, fresh tenders may be invited.
- (10) The validity of tender/contract/ agreement can be further extended up to next Financial Year, on the acceptance of the party, by the ending authority, if it appears in the interest of the University in terms of satisfactory supply/services and apprehension of escalation of rates on retendering. However, beyond this period, orders of the Comptroller shall be required.

**Negotiation L-1 defined**

**Procedure of negotiation**

**Extension of validity**

### **Rule 3**

The purchase may be made of such articles where rate contract/ approved rates for certain items exists with the central stores purchase organization Government of Rajasthan, Government of India and DGS&D. Purchase of such articles be made without calling tenders but the rates should be paid exactly the same as are payable under rate contract, except, taxes etc, if any prescribed separately

**GOR,GOI and DGS & D**

**Rule 4**

**No need of tenders**

Purchase can be made without calling tenders from the following:-

- (i) Central Government/Government of India Undertaking/ Enterprises.
- (ii) State Government/ State Government Undertaking/ Enterprises.
- (iii) Corporation/ Agencies under S.S.I. Unit
- (iv) Co-operative institution
- (v) Sahakari Upbhokta Whole Bhandar Ltd.
- (vi) Khadi Bhandars/mandirs/such approved khadi organizations
- (vii) Purchase can also be made from above i.e. (i) to (vi) of required items, included in their rate list submitted to the university of different items subject to decision by the concerned Deans/Directors/University Officers/Pis etc.

**Rule 5**

**Liveries, Gum boots, personal protective wearing, students kits etc.**

- (i) For the purchase of liveries for as required for various classes of employees, orders can be placed to approved Khadi Bhandars, Handloom Development Corporation of Rajasthan Government, Rajasthan Bunker Sangh or National textile corporation mills or the approved mill distributors at their prescribed rates, after approval of the Comptroller.
- (ii) In case it is not tenable [as (i) above] then the purchase be made by open tenders as the case may be.
- (iii) Gum boots, aprons, gloves, masks, caps or any other protective and safety wearing or personal protection apparatus which may be required as a measure of biocontrol, lab/hospital/farm working, biosafety, pollution control, hazardous substance handling, sports kits, students dresses during cultural events etc., the Comptroller may approve the process of purchase other than usual tendering considering exigency, availability and merit of each case. The University may prescribe a separate procedure for such purchases also.

**Rule 6**

**Feed & Fodder and emergency items**

- (i) As a policy, the University shall allow purchase of feed ingredients, compound feed, dry and green fodder items through spot purchases also, as there is seasonality in availability and rates, many items cannot be stored for year long and even for some months as well as there may be cost advantages of purchasing these in piece meals. It shall be left to the purchasing authority to judiciously decide as to propriety of mode of purchase through spot or tender, as location of unit may play important role in deciding the mode of purchase.
- (ii) For purchase of feed and fodder and in case of urgency and special emergent type of items required in departments/labs/offices etc, whose availability is either limited or require spot examination the purchase shall be made through appropriate committees. The committee shall propose for the purchase after visiting the market or mandi or the area from where the purchases are made.
- (iii) For purchase below Rs. 1,50,000/- for feed & fodder, the committee shall be constituted by the Dean/Director/PI/OI and for above Rs. 1,50,000/- up to 10.00 Lakhs the committee shall be constituted by the comptroller and more then Rs. 10.00 Lakhs the approval of Vice-Chancellor will be required. However, for urgent and special emergent type of items, the purchase Committee shall be constituted by the Comptroller on the approval of Hon'ble Vice-Chancellor.

**Rule 7**

**Stationary**

- (a) For stationary articles and computer stationery articles purchase may be made after calling tenders and prescribing the rates by the comptroller.
- (b) Printing, Cutting .Binding and Tabulation works, Security arrangements and contractual services through service provider after calling tenders and prescribing rates by the comptroller.

**Rule 8**

**Sports articles**

For game and sports articles, purchase may be made by Sports Boards after calling tenders.

**Rule 9**

**Drawing materials**

For drawing materials, purchase may be made from the manufacturers as per list circulated to Deans/Directors/DDOs by the comptroller. For small quantity, i.e., of amount involving less than Rs. 10,000/- purchases may be made by Deans/Directors/Pls/Ols/University Officers after observing necessary formalities.

**Rule 10**

**Rate contract**

(1) In the departments offices/departments/units etc. where common items mentioned as below are used in large scales, university can enter into annual rate contracts with the firms at its level for making supply of articles needed by these offices:

- (a) Equipment, instruments including spare parts imported
- (b) Equipment, instruments including spare parts indigenous.
- (c) Chemicals, Glasswares, Plasticwares, labwares (including solid, liquid, gas and waste/disposal handling systems) imported.
- (d) Chemicals, Glasswares, Plasticwares, labwares (including solid, liquid, gas and waste/disposal handling systems) Indigenous.
- (e) Furniture for lab, office, hostels, farms and research stations.
- (g) Teaching aid, AV Aid, video conferencing, UPS, stabilizers, invertors, batteries etc. Imported.
- (h) Teaching aid, AV Aid, video conferencing, UPS, stabilizers, invertors, batteries etc. Indigenous.
- (i) Any other item not mentioned above and considered suitable for rate contract.
- (j) The University may undergo a Rate Contract for providing services, AMC, operation contracts etc. also, if deemed essential and in the interest of the University.

(2) The rate contract for above items shall be floated at university level and the same shall be finalized in favour of original manufacturer (authorized dealer so designated to deal with the University by the Principals or their authorized agents/representatives/dealers, whichever the case may be) only, in Indian Rupees (INR). The Units may be place order up to the cost of Rs. 5.00 lac for each item under rate contract. For items costing more than Rs. 5.00 Lac permission of the university shall be required for placing the supply order under rate contract.

(3) For items not be included in the university rate contract, procedure of open tender shall be adopted by the unit after having permission from the University.

(4) The University can decide to not to enlist/empanel any particular dealer/firm/manufacturer/service provider with recorded reasons, which however, shall not be questionable by such dealer/firm/manufacturer/service provider.

**Rule 11**

- (1) For repairs and maintenance of vehicles, the estimate may be obtained from authorized dealers and the work be got done from them without calling tenders. The concerned officers/Dean/ Directors shall ensure that genuine parts are fitted in the vehicles and prices charged for such parts is as per approved list of the manufacturers and invariably obtain a certificate from the supplier on the bill to this effect.
- (2) If it appears that quality repairs can also be got done from local mechanic/workshops, and such repairs can be got done quicker than the authorized dealer, such repairs can be got done on the recommendation of the committee which should visit such private workshops to ascertain facilities and capacity to undertake repairs.

**Repair and maintenance of vehicle**

**Rule 12**

- (1) All purchases shall be required to be verified for the quality and quantity by the indenter or ordering authority.
- (2) All articles purchased may also be subject to inspection before acceptance of articles for which specification and or test have been prescribed and shall be required to conform to such specifications and or to satisfy the prescribed test (s)/ operation which may be carried out during manufacture or before or after from the supplier's premises.
- (3) In case of newer types of equipments, operation of which requires training by the experts of the supplier/manufacturer, final payment shall only be made after such installation and / or training.

**Quality and Quantity verification**

**Rule 13**

- (1) When suitable and economical purchase cannot be made in accordance with the preceding rules (as may be in case of Articles of special or unusual character and such articles which can be purchased from abroad only), stores/supplies may be obtained without reference to these rules, subject to their conformation of the concerned Standards (I.S.O., BIS etc., if any and as the case may be) where the value of the purchase exceeds Rs. 1,50,000/-, the purchasing officer shall place on record the reasons for not making the purchase in accordance with the preceding rules and shall communicate reasons to the Comptroller.
- (2) Vehicles can be purchased on DGS&D rate contract or manufacturer's price list with prior permission of the University subject to satisfactory justification of use. The proposals shall have to be routed through the Comptroller.
- (3) Purchase can also be for items namely air conditioners, furniture & fixture, fax machines, photocopier, computer and its peripherals, room heater, blower, UPS, invertors, generators, batteries, geysers, electric rods, blowers, air cooler, water cooler, desert coolers, water purifiers, RO systems, RO plants, crockery & kitchen items, guest house items, washing or laundry charges, aesthetic maintenance of offices etc. following prescribed purchase procedures.
- (4) Repairing of old furniture and fixtures, recanning of chairs, poshish works, and sofa repairs shall also require these purchase rules to be followed.

**Purchases in special cases**

**Rule 14**

- (1) Whereas, it is found essential as well as convenient by the respective DDO requiring following the financial regulations/norms prescribed by the respective project sponsoring outside/other/Central Govt, funding agencies, and whereas, it is found that these prescribed rules differ materially from the Purchase Rules of the University, the DDOs may adopt such procedures as required by these agencies under information to the Comptroller.

**Purchase procedures of other agencies**



- (2) However, due precautions in respect of quality and specifications shall be taken so as to conform to those laid down in the rate contract, or the purchase ascertained as per laid down procedures of the University.
- (3) Such variations in purchase procedures should be marked for ease of auditing.

**Rule 15**

While inviting tenders the terms and conditions as laid down by the university should be sent to all the prominent dealing in the trade firms.

**T&Cs of the University**

**Rule 16**

The following procedure may be followed in all the units of the university including Directorate of Works (Estate Office and Units).

**Procedure for Limited Tender**

- (1) Purchase of articles on small orders:-An article is costing upto Rs. 10,000/- (Rupees Ten Thousand only) excluding all taxes and charges can be purchased at a time on reasonable rates. While purchasing at a time on Reasonable rates. While purchasing under this system, reasonability of the rates be determined keeping in view the prevailing market rate such articles.
- (2) Limited Tender System:- Total purchase of articles costing upto Rs. 1, 50,000/- (Rupees One lac fifty thousand only) excluding all taxes and charges can be purchased on the receipt of at least three offers, quoted by the suppliers/firms. In case three tenders are not-received and purchases are to be made very urgently, sanctioning authority may record reasons for approval.
  - (a) Sufficient time (at least Three days) may be gives for receipt of quotations from the date of issuance of the tender notice.
  - (b) Earnest money:- Earnest money deposit will not be taken in case ol small orders and limited tenders.
  - (c) The tenders may be opened by a committee consisting of at least three members including section officer /Accountant. The committee for opening tender shall be appointed by the sanctioning authority. This committee shall examine the rates, terms of payment and recommended to case to the sanctioning authority for approval.
  - (d) Validity period of the tenders may also be indicated in all document
    - i. e. in the tender notice /approval orders etc.
- (3) Open Tender System:-
  - (a) Articles costing more than Rs. 1,50,000/- (Rupees One lac fifty thousand only) may be purchased on the open tender system.
  - (b) Time limit of open tender:- The minimum time to be given for receipt to tender from the date of publication of the notice inviting tender shall be as under:

**Procedure for Open Tender**

Amount of Purchase in case of each	Time limit
Where the estimated value is above Rs.1,50,000/- and upto Rs. 5.00 lac	10 days
Above Rs. 5.00 lac and upto Rs. 10.00 lac	15 days
Above Rs. 10.00 lac.	30 days

Note : (i) The minimum time shall be counted from the date of publication of the NIT in the first newspaper. Further, if the extension in the date of receipt of tenders is required, the same shall also be published in the newspaper(s).

(ii) In case of urgent requirement which shall be recorded in writing, Comptroller /Dean /Director/Officer of university/Pls/Cis may reduce the period of publicity of open tender from the 30 days to 20 days and from 15 days to 10 days, as the case may be.

(c) Publicity of tender:- The publicity of tenders for purchase of articles shall be made as under:-

Amount of Purchase	Time limit	Mode of publication
Where the estimated value is above Rs. 1,50,000/- and up to Rs. 5.00 lac	10 days	1. Notice board of all Regional and Divisional H.Qs. as the case may be. 2. One Regional news paper. 3. One State Level news paper having circulation of 50,000 copies & above.
Above Rs. 5.00 lac and upto Rs. 10.00 lac	15 days	1. Notice board of all Regional and Divisional H.Qs. as the case may be. 2. One Regional level news paper. 3. Publication in two leading daily statelevel news papers one of which should have circulation of 50,000 copies & above.
Above Rs. 10.00 lac.	30 days	1. Notice board of all Regional and Divisional H.Qs. as the case may be. 2. Two State level news papers one of which should at least have a circulation of 50,000 copies & above. 3. One all India Level.

- 1) Each item of Stores/Works/Services of Rs. 50.00 lacs or more for all units of the university shall be procured only through e-tendering.
  - 2) Each item of Stores/Works/Services of Rs. 25.00 lacs or more for the office of the Director Works (E.O.) shall be procured only through e-tendering.
- (d) Sufficient time may be given for receipt of tenders from that date of issue of tender notice in the first newspapers. Where the purchase are of emergent nature the stipulated limit of time may be got lettered with the permission of V.C.
- (e) Earnest money may be demanded from the tenders at the rate of 2 percent (two percent) of the total cost of the materials. For common rate contract item, earnest money will be decided separately by the competent authority.
- (f) Tender may be opened by committee consisting of at least four members including the comptroller or his representative. This committee will appointed by the sanctioning authority. The committee member while opening the tenders, shall initially quote the rates, conditions of payment, time schedule and other special conditions if any shall be signed by each member of the committee. After the receipt of the tenders and opening such tender documents, comparative statement shall be prepared and put up to the sanctioning authority with the recommendation of the committee.
- (g) Validity period of the tender may be indicating in all documents eg. in tender notice, approval other etc. The tenders should be finalized within 60 days from the date opening the tenders.

**Rule 17**

- (a) All purchase of books shall be made through the librarian after obtaining sanction of competent authority. Book sellers of repute shall be requested by the Librarian to send monthly lists of books of different subjects in which Rajasthan University of Veterinary & Animal Sciences is interested and these lists should be circulated to all concerned. Librarian should be inform of books to be ordered, suggestions of titles by students or members of the faculty should be send.
- (b) Books including Back sets of periodicals and rare/out of print books may be acquired by the library on the conversion rates/discount fixed by the library advisory committee every year on the basis of quotations invited from established book sellers. The Vice Chancellor shall constitute the library advisory committee.

Books

- (c) Orders will be placed with the firms quoting the lowest exchange rates where more than one firm quotes the same figure, the order will be placed only with those on the approved list and that also on equal basis subject to the condition that when a firm fails to supply within in specified period, the order will be cancelled unless there are valid reasons.
- (d) A list of suppliers on whom orders may be placed will be approved by the library advisory committee.
- (e) A time limit should be laid down for supply. In case of books to be obtained from abroad, this limit may be four to five months and for locally published book etc. one month. This should be made clear in the order and it should be specified that if it is not complied with, the order will be automatically cancelled and given to another firm. Where a valid reason is cited for non-supply within the time limit, it will be for the librarian to extend the period.
- (f) Whole salers who quote but are not prepared to make direct supplies should not be given orders.
- (g) The librarian shall certify that the books have been received in good condition and are of latest edition and quantity is correct and according to the order.
- (h) The government institutional and society publications which are not supplied through any dealer, should be procured direct from the publisher.
- (i) Orders for both reprint and back journals should be placed on the basis of quotations.

**Rule 18**

Live stocks shall be purchased by the committee constituted by the Vice Chancellor for the purpose from time to time. The committee shall visit the area where required breed is available and arrange to purchase on spot by negotiations, with the sellers. It may be necessary for spot purchase of live stock to make payment on the spot for which appropriate advance be sanctioned and made available to the committee.

Livestock

**Rule 19**

For purchase through open tenders, the tender notice shall contain the following particulars

- (a) Office of issue and tender number.
- (b) Brief specification of stores including ISI part number of A G mark. In case of paper ISI, certification number, GSM weight, type and other details.
- (c) Quality and estimated value.
- (d) Officer from which tender from and the time and up to which these can be obtained.
- (e) The time and date upto which these can be obtained.
- (f) Cost of tender forms, mode of payment and the fact that tender fees once paid would not be refundable.
- (g) Earnest money and its forms and exemption to S.S.I, units.
- (h) Time, date and place where tender will be opened.
- (i) Delivery period.

NIT

- (j) Validity of tenders.  
The model form of tender notice may be as per appendix A.

**Rule 20**

Cost of tender forms for open tender : In case of sale of tender forms, tender fee per tender form will be charged as under :-

- (1) For value of Rs. 1,50,001/-and up to 10.00 lac : Rs. 200.0
- (2) For value above Rs. 10.00 lac : Rs. 400.00
- (3) Cost of drawings and specifications will be charged extra.
- (4) Any tender received other than on prescribed form shall not be entertained.

Cost of tenders

**Rule 21**

Sale and Account of Tender Forms:

All tender forms shall be signed at the top by the purchase officer/SO (acctts)/Accountant of concerned unit before being sold to the intending tenders. An account of the tenders forms sold shall be kept in sale offender form Register.

Accounting of tenders

**Rule 22**

Receipt of tender forms

- (1) All tenders shall be received upto scheduled date and time preferably in a sealed box. In case of arrangement for personal delivery a receipt will be given. Tenders shall be entered in the tender receipt Register.
- (2) All tenders received unsealed or in torn/damaged condition through post shall be marked on the cover by the person receiving the same and put in a fresh cover" and reseal if so warranted. Delivery of those tenders received in person be accepted only in the proper form.
- (3) The register of tenders shall be closed at the scheduled time giving in words and figures the number of tenders received in time and be verified by the competent officer.
- (4) The tenders shall remain in personal custody in lock and key of purchase officer.
- (5) All document/letters received from tenders as supplementary information or as a substitution/alteration of rates and condition of contract upto the time of receipt of tenders shall be distinctly recorded.
- (6) Intending tenders shall furnish a declaration that they are bonafide manufacturers/ whole-salers/sole or sub-distributor/sole selling/ marketing agents/Authorised dealers/ dealers in goods/store equipments of which they have tendered.

Receiving tenders

**Rule 23**

Tabulation of Tenders:

The tenders received in time shall be tabulation by the purchase officer in a form which may indicate the following details :-

Tabulation of tenders

1. Name of tenderers.
2. Specification of stores.
3. Quality mentioned in the tender.
4. Rates quoted per unit.
5. Taxes, Rajasthan Sale Tax, Central Sales Tax separately.
6. Excise duty.
7. Local taxes, packing, forwarding, insurance etc.
8. Quality and make offered.
9. Delivery period.
10. Mode of payment.

11. Rebate of Discount.
12. Validity.
13. Payment of earnest money or exempted.
14. PAN/Sales tax/VAT etc. clearance certificate.
15. Supply capacity.
16. Samples offered of Report of the sample.
17. Guarantee/warranty period/information/conditions if any, received after opening tenders shall be conspicuously recorded.

**Rule 24**

Samples

The purchase committee, constituted by the competent authority, after due consideration of tenders, their conditions, financial implications. Examining samples test reports if any, discussions with the tenderers about the important features, of the articles etc. may recommend for approval of the competent authority.

**Rule 25**

Where it is not possible to accept the lowest offer for reasons such as quality of stores/equipment, past performance, unusual terms of payment or other similar reasons, purchases may be made from other than the lowest tenders after recording the reasons.

Deciding  
the lowest

**Rule 26**

It would not be necessary to re-tender if the number of tenders received is less than three even after wide publicity and the purchase committee is satisfied that the rates received are fair and reasonable.

<3 tenders

**Rule 27**

Acceptance of tenders and issue of supply orders

- (1) As soon as a tender is accepted, an intimation to this effect be conveyed within 15 day's time.
- (2) The acceptance is complete as soon as it is posted where the post is the medium of communication between the parties . proper care shall be taken to address the letter or telegram correctly.
- (3) In case however where due to unavoidable circumstances the dispatch or the acceptance is likely to be delayed, the tenderer shall be requested to extend validity as in absence of such extension, the contract will not be valid one.
- (4) The tender shall be asked to execute agreement bond (Appendix C) on a non judicial stamp paper of prescribed value at his cost.
- (5) The agreement shall include all important conditions, counter condition accepted and all correspondence exchanged with the firm.
- (6) The unsuccessful tenderer shall be informed simultaneously and asked to collect their samples and earnest money.

Supply orders

**Rule 28**

Earnest Money

- (1) Earnest money/ Securities Deposits.
  - (i) Earnest money and security deposit will not be taken in case of small orders and limited tenders. However in cases of purchases made in accordance with Rule16 (c) of these rules, prescribed earnest money and security deposit shall be taken.
  - (ii) In case of open ender earnest money will be 2% of the estimated value..
  - (iii) Security Deposit: Security deposit shall be furnished by the successful to tender equal 15% of the value of the stores. The earnest money of successful tenderer will be adjusted to ward security deposit and the balance will be recovered at the time of execution of agreement or commencement of the supply whichever is earlier.

- (2) Exemption/partial exemption from payment of earnest money/security deposit; Exemption of EMD
- (a) Earnest money/security deposit will not be taken from the following:
- (i) Undertakings, corporations, Autonomous bodies, Registered Societies, Co-operative Societies which are controlled/ managed by Government Govt. Undertakings and Companies of Union Government and Government of Rajasthan.
- (ii) For purchase of articles through limited tender.
- (b) Earnest money will be taken @ 0.5% (Half percent) of the value of the quantity offered for supply by the S.S.I. Units of Rajasthan and security deposit @ 1% of the quantity ordered to be supplied. They will furnish original or Photo state copy, duly attested by Gazetted Officer, of the Registration of S.S.I. Unit issued by the Director of Industries in respect of the stores for which they are registered.
- (c) The earnest money, security deposit of a tenderer lying with the university in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards earnest money/ security deposit for the fresh tenders. The earnest money originally deposited may, however, be taken into consideration in case tenders are re-invited.
- (d) Earnest money and security deposit will be taken @ 1% and 2% respectively of the value of the tender form the Sick Industries (other than S.S.I.) whose cases are pending with Bureau of Industrial Finance and restructuring B.I.F.R.). The sick units will have to furnish a certificate to this effect from B.I.F.R.]
- (3) Form of Earnest Money/Security Deposit:- Form of EMD
- (a) Earnest money shall be taken only in form of case or Demand Draft or Banker's Cheque or Cash
- (b) The security deposit shall be given in one of the following forms only :-
- (i) Cash through Unit Cashier
- (ii) Bank Draft or Banker's cheque of a scheduled bank;
- (c) The university purchase committee and the committee at the level of Head of Department may permit the firms to submit bank Guarantee also for the part (upto 50%) or full amount (where the amount exceeds Rs. 10.00 lacs) In lieu of cash/demand draft/Banking cheque receipted copy of challan in appropriate cases toward earnest money/security deposit.
- (4) Refund of Earnest Money/Security Deposits:- Refund of EMD
- (i) The earnest money of unsuccessful tenders shall be refunded soon after final acceptance of tender on submission of application by tenderer. In this regard to refund of earnest money of unsuccessful tenderers, the same shall be refunded soon after final acceptance of tenders on submission of application by tenderer. All units are advised to follow the financial rules strictly and ensure that the earnest money is refunded soon after the acceptance of tenders as stated above.
- (ii) The security deposit shall be due for refund within one month of the completion of supply of the items as per purchase order in case it is one time purchase and two months in case the delivery is staggered. It will however, be refunded on the expiry of guarantee/ warranty period where there is condition of guarantee/ warranty. The security money will be refunded on submission of application by the tendered.
- (5) Forfeiture of Earnest Money:- Forfeiture of EMD
- (a) The earnest money shall be forfeited in the following cases :-
- (i) When the tendered withdraws or modifies the offer after opening of tender but before acceptance of the tender: -
- (ii) When he does not execute the agreement, if any, prescribed within the Specified time;

(iii) When he fails to commence the supply of the items as per purchase order within the time prescribed;

(iv) When the tenderer does not deposit the security money after the purchase order it given.

(b) Forfeiture of security deposit:- Security deposit shall be forfeited in the following cases.-

(i) When any terms and condition of the contract is infringed;

(ii) When the tenderer fails to make complete supply satisfactorily;

(c) Notices will be given to the tenderer with reasonable time before earnest money or security deposit it deposited is forfeited.

(d) The forfeited amount of earnest money/security deposit shall be credited to 'Other receipts' of the departments concerned and necessary action for arranging transfer entry shall be taken.

Forfeiture of Security

**Rule 29.**

Extension in delivery period

Delivery period

(1) if the supplier requires an extension of time of completion of contractual supply on account of occurrence of any hindrance he shall apply in writing extension on occurrence of hindrance but not after the stipulated date of completion supply.

(2) The purchase officer may extend the delivery period with or without liquidated damages in case he is satisfied that the delay in the supply of goods is on account of hindrance beyond the control of supplier. Reasons shall also be recorded.

(3) In case of extension in the delivery with liquidated damages the recover shall be made on the basis of following percentage of value of stores which the tenderer ha failed to supply :-

A. Delay upto one fourth period of the prescribed delivery period 2.5%.

B. Delay exceeding one fourth but not exceeding half of the prescribed delivery period 5%.

C. Delay exceeding half but not exceeding three fourth of the prescribed delivery period 7.5%

D. Delay exceeding three fourth of the prescribed period.10%

**Rule 30.**

Repeat Orders

Repeat Orders

Purchase may be increased by 50 percent of the quantity originally ordered by repeat orders after recording reasons, provided that such orders shall not be given for a period exceeding one month from the date of expiry of last supply made and also subject to the condition that prices have since not reduced and purchase were urgently required.

**Rule 31**

Re-invitation of Tenders

Reinvitation of tenders

Re-invitation of tenders shall be restored to sparingly as the university is put to loss due to higher rates and cost of publication. This can be avoided if proper attention is paid at the time of invitation of tenders regarding complete specification, sufficient publicity or adequate time and their validity period. However, there may be cases where tenders are required to be re-invited on account of expiry of validity period, considered change in specification after the receipt and opening of tenders, insufficient publicity or inadequate time allowed in notice inviting tenders, or offers being insufficient or offers having unusual terms and conditions or any other reasons. Detailed reasons for re-inviting of fresh tenders shall be recorded.

**Rule 32**

Advances

## Advances

Advance for purchase of stores shall be given only in the cases where it is absolutely necessary and in exceptional circumstances as per delegation of financial powers after taking necessary precautions and securing the university against any loss and for preventing the system from becoming general Advances can however be given in the following case:-

- (1) The firms are established one having reputation for their dealing, such advances at the percentage prescribed shall be made as conditions of contract on submission of proof of despatch through bank and the balance shall be paid on receipt of the goods subject to the usual inspection and verification.
- (2) The advance in respect of goods/articles of higher value should preferably be made on proof of dispatch and prior inspection of stores regarding quality before dispatch.
- (3) It shall also be made clear to the suppliers that they are in no way absolved from the responsibility in respect of quality and quantity of stores dispatched by them and recoveries are liable to be made if the stores received are found in any way to be defective or short in quantity.
- (4) Advance to the extent of 100 percent may be permitted by the Dean/Director officers of the university to all-state government/central government departments/corporations/ government or semi government undertakings.
- (5) Advance upto 100 percent may also be given in case of procurement of articles from well established and reputed firms against proof of despatch and prior inspection.
- (6) The university may permit an advance to the extent of 90 percent of the cost of computers etc. purchased and installed through Rajasthan State Agency for computer services. The balance of 10 percent of 10 percent shall be paid after successful installation by the agency.

**Rule 33**

## Payment after tests

- (1) Where the condition of tenders provide for payment after test and trial it shall be incumbent on the purchase officer to take necessary action in the matter.
- (2) Where advance payments are made against proof of despatch or otherwise but goods are not received within a reasonable period, the purchase officers shall take immediate steps to inform the supplier and shall also take immediate steps to recover the university money already paid according to the conditions of the contract. Where necessary is not easily possible, the purchase officer shall take recourse to law in force.

Payment  
after tests**Rule 34**

## Recoveries from suppliers

Recovery of liquidated damages, short supply, breakage rejected article shall be made ordinarily from bills. The purchase officer shall withhold amount to the extent of short supply, broken/damaged or for rejected articles unless these are replaced satisfactorily. In case of failure the amount shall be recovered from his dues and security deposit available with the university. The balance if any, shall be demanded from the supplier and when recovery is not possible, the purchase officer shall take recourse to law in force.

Liquidation



**Rule 35**

Requirement of purchase

- (1) Purchase shall be made in the most economical manner in accordance with the definite requirements of the public service.
- (2) Stores shall not be purchased in piece meals or spitted to avoid sanction of higher authority.
- (3) Stores shall not be purchased in advance of actual requirements, if such purchase is likely to prove unprofitable to university.
- (4) Where scale of consumption of limits or stress have been laid down by competent authority, the officer ordering purchases shall certify on the purchase file/order that the prescribed scales or limits are not exceeded.
- (5) Purchase through tenders shall be made only from those firms who are registered with the sales tax department and sales tax registration numbers are mentioned on bills/cash memos etc. in case of petty purchases or purchases where the dealers do not require such registration condition of sales tax registration number may be insisted upon.
- (6) In case of such purchase where there is system of allowing discount or rebate in particular periods of the year. Purchases shall be so regulated that facility of such discount or rebate is availed to the fullest extent.
- (7) Purchase will be subject to the budgetary provisions specific or otherwise and covered by competent sanction.

**Requirements of purchases**

**Rule 36**

Miscellaneous

- (i) Wherever these purchase rules are silent in any particular aspect, relevant rules of the GF & AR shall be followed.
- (ii) For any specific matter regarding interpretation of certain purchase procedure, decision of the Comptroller on the approval of Hon'ble Vice Chancellor shall be final.
- (iii) For emergency/exigency purchases and for purchases affected following certain procedure and later on found deviating from the provided provisions, the Comptroller, on approval of Hon'ble Vice-Chancellor shall be empowered to declare, authorize, approve and/or deem fit, as the case may be, those purchases post-facto after having been satisfied that the purchases were made in the interest of the University compelled by the circumstances but without any malafide intention.
- (iv) Comptroller shall be authorized to allow any deviation of procedure from above rules on the basis of merit of each case.

Miscellaneous

Appendix 'A

OFFICE \_\_\_\_\_

TENDER NOTICE

(See Rule 19)

Tender Number / \_\_\_\_\_ (Year)

Sealed tenders are invited for the supply of articles as mentioned below for the period from \_\_\_\_\_ to \_\_\_\_\_ .

S.No.	Name of articles	Specification (with ISI number, patent, agmark part No. etc. ISI no., GSM, weight type, etc. in case of paper	Quantity	Earnest Money(Rs) validity Delivery period
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- (1) Tender will not be considered without earnest money.
- (2) Tender are to be submitted on prescribed tender form \_\_\_\_\_ which can be obtained or application from the office on payment of Rs. \_\_\_\_\_ in cash or Demand draft in the name of \_\_\_\_\_ will not be refunded. Tenders not submitted on prescribed form will be rejected.
- (3) Tender in a sealed envelope marked in Bond \_\_\_\_\_ letters "tender for \_\_\_\_\_ " should reach on or before \_\_\_\_\_ (date) at \_\_\_\_\_ (time). The tender should be handed over personally at the above office and a receipt obtained or be sent per registered post. The tender will be opened on the same day at \_\_\_\_\_ (time) before \_\_\_\_\_ purchase committee or by an officer duly authorised representative who may be present.
- (4) University is not bound to accept the lowest tender may reject any tender or any part of the tender without any reason thereof.
- (5) Tenders received after the prescribed time and date shall be rejected.

The tenders will have to submit in variably an "PAN number" from the Income Tax Officer of the circle concerned, sales tax registration number.

**DESIGNATION OF THE OFFICER**

Note: - Name of the officer inviting tenders shall not be mentioned in the notice.

OFFICE  
(See Rule 20)

Appendix 'B

TENDER FORM

- (1) Tender for \_\_\_\_\_ (name of the articles for which the tenders is submitted).
- (2) Name and postal address of the firm submitting the tender. Addressed
- (3) to:
- (4) Reference:
- (5) The tender fee amounting to Rs. \_\_\_\_\_ has been deposited vide cash receipt no. \_\_\_\_\_ and date/crossed postal order No. \_\_\_\_\_ .

- (6) We agree to abide by all the conditions mentioned in Tender Notice number \_\_\_\_\_ dated \_\_\_\_\_ issued by and also the further conditions of the said. Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of our acceptance of the terms mentioned therein).

The rates for the supply of following items are as under and the quantity to be supplied noted against each;-

(7)

S. No	Name of article with specification	Rate (Rs) Price (inclusive of excise duty, cartage, packing etc.) Central sales tax, Rajasthan Sales tax, Octopi, if any Less discount/rebate Net Price	Quantity
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- (8) Goods will be delivered within a period of from the date of the receipt of firm order / goods will be delivered as under: -

Quantity \_\_\_\_\_ Period /Date if any \_\_\_\_\_

- (9) The rates quoted above are valid upto \_\_\_\_\_  
The period can be extended with mutual agreement.
- (10) Bank draft/Bankers Cheque No. \_\_\_\_\_ draw on \_\_\_\_\_ (Name of the Bank)/Cash receipt No. \_\_\_\_\_ /Challan No. and date \_\_\_\_\_ for Rs. \_\_\_\_\_ to cover earnest money is enclosed.
- (11) PAN number, sales Tax registration Number and sales tax clearance certificate are submitted herewith.

End. SIGNATURE OF TENDERER

**RAJASTHAN UNIVERSITY OF VETERINARY AND ANIMAL SCIENCES, BIKANER**

**TERMS AND CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER**

Note: Tenderers should read these conditions carefully and comply strictly while sending their tenders.

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
2. "Tenders by bona-fide dealers:" Tenders shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration to that effect.
3. (i) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relive any former member of the firm, etc., from any liability under the contract.  
  
(ii) Now new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors 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.
4. Sales Tax Registration and Clearance Certificate; No dealer who is not registered under the Sales Tax Act prevalent in the State where his business is located shall tender. The Sales Tax Registration number should be quoted and a sales tax clearance certificate from the commercial taxes Officer of the Circle concerned shall be submitted without which the tender is liable to rejection.
5. Tenders will have to submit an Income Tax PAN number along with the tenders without which tender may not be considered.
6. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in taken of acceptance of all the terms and conditions of the tender.
7. Rate shall be written both in words and figures. There should not be .errors and/or overwriting, corrections if any, shall be made clearly 'and initiated with dates. The rates should mention element of the Rajasthan State Sales Tax and Central Sales Tax separately.
8. All rates quoted must be FOR destination and should include all incidental charges except octroi, Central/Rajasthan Sales Tax which should be shown

separately. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the University and the delivery of the goods shall be given at the premises of purchases Officer.

- 9 (i) Comparison of Rates: In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to Price preference under the Rules, the element of Rajasthan Sales Tax shall be executed whereas that of Central Sales Tax shall included.
- (ii) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan Sales Tax shall be included.
10. Validity: Tenders shall be valid for a period of three months from the date of opening of tender.
11. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc. of then goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing etc., he shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.
12. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
13. SPECIFICATIONS:
- (i) All articles supplied shall strictly confirm to the specifications, trade mark laid down in the tender form and wherever articles have been according to ISI specifications, those articles should confirm strictly to those specifications and should bear such marks.
- (ii) The supply of articles marked with asterisk/at serial number ..... , shall in addition, confirm strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description The decision of the Purchase Officer/Purchase committee whether the articles supplied confirm to the specifications and are in accordance with the samples if any, shall be final and binding on the tenders.
- (iii) Warranty/Guarantee clause:- The tenderer would give guarantee that the goods/stores/articles would continue to confirm to the description and quality as specified for a period of..... days/months from the date of delivery of the said goods/stores/ articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of..... Days/months, the said goods/stores/articles be discovered not too confirm to the description and quality aforesaid or have determined (and the decision of the purchase Officer in that behalf will be final and conclusive) the purchase ill be entitled to reject the said goods/stores articles of such portion thereof as may be goods/stores articles of such portion thereof as may be discovered not to confirm to the said description and quality, on such rejection the goods/articles/stores will be at

the seller's risk and all the provisions relating the rejection of goods etc. or such portion thereof as is rejection by the purchase Officer, otherwise, the tenderer shall pay such damage as may arise be reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchase Officer in that behalf under this contract of otherwise.

- (iv) In case of machinery and equipment also, guarantee will be given as mentioned in cause (iii) above and the tender shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also defective which cannot be put to operation due to manufacturing defect, etc.
- (v) In case of machinery and equipment specified by the purchase Officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type on machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notices to the purchase Officer who may like to purchase spare parts from them to maintain in the machinery and equipments in perfect condition.

#### 14. INSPECTION

- (A) The Purchase Officer or his duly authorised representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be decided.
- (B) The tenderer shall furnish complete address premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purposes. In case of those dealers who have newly entered in business, a letter or introduction from their bankers will be necessary.

- 15. Samples: Tenderers for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythens bags at the cost of tenderer.
- 16. Each samples shall be marked suitable either by written on the sample or on a slip or durable paper securely number of the item, of which it is a sample in the schedule.

17. Approved samples would be retaining free of cost upto the period of six months after the expiry of the contract. The university shall not be responsible for any damages, wear and tear or loss during testing, examination, etc. during the period these samples are retained.

The sample shall be collected by the tenderer on the expiry of stipulated period. The university shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the university and claim of their cost etc. shall be entertained.

18. Samples not approved shall be collected by the unsuccessful tenderer. The university will not be responsible for any damage, wear and tear, or loss during testing, examination etc., during the period these samples are retained, the uncollected samples shall be forfeited and no claim for their cost etc., shall be entertained.

19. Supplied when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles confirm to the standard of prescribed specifications as a result of such tests.

20. Drawl of samples:- In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or for will be retained in the officer for reference and record.

21. Testing charges:- Testing charges shall be born by the university. In case urgent testing is desired to be arranged by the tenderer or in case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the tenderer.

22. Rejection:-

(i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the purchase officer.

(ii) If, however, due to exigencies of University work, such replacement either in whole or in part, is not considered feasible the Purchase Officer after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall final.

23. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection, after which purchase officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.

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24. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consign. No extra cost on such account shall be admissible.
25. The contract for the supply, can be repudiated at any time by the purchases Officer, If the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.
26. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.
27. (i) Delivery period: The tenderer whose tender is accepted shall arrange supplies within a period of ..... from the date of supply order/by..... As under:-

S.No.	Item	Quality	Delivery Period
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(ii) Extent of quantity Repeat orders: If the orders are placed in excess of the quantities shown in tender one notice: the tenderer shall be bound to meet the requested supply. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are upto 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.

(iii) If the purchase Officer does not purchase any of the tendered articles or purchase less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.

28. EARNEST MONEY:-
- a) Tenderer shall be accompanied by an earnest money of Rs..... without which tenders will not be considered, the amount should be deposited in either of the following forms in favour of The Comptroller, RAJUVAS, Bikaner
- i) Cash through Cash Receipt, ii) Bank Drafts/Bankers cheque of the scheduled Bank.
- b) Refund of earnest money: The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance to tenderer.
- c) Exemption from earnest money:- Firms which are registered with the Director of Industries and supplies, Rajasthan need not furnish the amount of earnest money in respect of items for which they are registered as such, subject to their furnishing registration certificate in original or a Photostat copy or a copy thereof duly attested by any gazetted officer along with a Competency Certificate from the Director of Industries, Rajasthan.
- d) The Central Government and Government of Rajasthan undertakings need not furnish any amount of earnest money.



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- e) The earnest money/security deposit lying with the Department/Office in respect of other tenderers awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/security money for the fresh tenderers. The earnest money may however, be taken in to consideration in case tenders are re-invited.

29. Forfeiture of earnest money:- The earnest money will be forfeited in the following cases:-

- (i) When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (ii) When tenderer does not execute the agreement. If any prescribed within the specified time.
- (iii) When the tenderer does not deposit the security money after the supply order is given.
- iv) When he fails to complete the supply of the items as per supply order within the time prescribed.

30. (1) Agreement and Security deposit:-

- (i) Successful tender will have to execute an agreement within a period of 7 days of receipt of order and deposit security equal to 5% of the value of the stores for which tenders are accepted within 15 days from the date of dispatch on which the acceptance of the tender is communicated to him.
  - (ii) The earnest money deposited at the time of tender will be adjusted towards security amount. The security amount shall in no case be less than earnest money.
  - (iii) No interest will be paid by the department on the security money.
  - (iv) The forms of security money shall be as below:-
    - a) Cash/Bank Draft/Bankers Cheque/
  - (v) The security money shall be refunded on producing application to this effect by the tenderer within one month of the final supply of the items as per purchase order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against their tenderer.
- (2) (i) Firms registered with the Director of Industries, Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration and prescribed competency Certificate in original from the Director of Industries or a Photostat copy or a copy thereof duly

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2011 attested by any gazette officer will be exempted from furnishing security money.

(ii) Central Government and Government of Rajasthan's undertaking will be exempted from furnishing security amount.

(3) Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:-

- a) When any term and conditions of the contract is breached.
- b) When the tenderer fails to make complete supply satisfactorily.
- c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the purchase officer in is regard shall be final.
- d) The expebses if competing and stamping and stamping the agreement shall be paid by the tender and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

31. (i) All goods must be sent freight paid through railways or goods transport. If goods are sent freight to pay the freight together with departmental charge 5% of the freight will be recovered form the supplier bill.

(ii) R.R. should be sent under Registered cover through band only.

(iii) In case of disputed items 10 to 125% of the amount shall be with held and will be paid on settlement of the dispute.

(iv) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

32. Insurance.

i) The goods will be delivered at the destination godown in perfect condition. The supplier if he so desires, may insure the valuable goods against loss by their destruction or damage, by fire flood, under exposure to whether or otherwise viz. (war, supplier and riot etc) The insurance charges charges will be borne by thee supplier and university will not be required to pay such charges, if incurred.

ii) The articles may also be got insured at the cost of the purchaser, if so desired by the purchase. In such cases the insurance corporation of india subsidiaries.

33. Payment:-

i) Advance payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of dispatch and to the extent as prescribes in financial powers by rail\reputed goods transport companies etc. and prior inspection, if andy. The balance if andy will be paid on receipt of the consignment in good condition with the certificates to that effect endorsed on the inspection not given to the tenderer.

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- ii) Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in proper form by the tenderer to the purchase officer in accordance with account rules all remittance charges will be born by the tenderer.
- iii) In case of disputed items 10 to 125% of the amount shall be with held and will be paid on settlement of the dispute.
- iv) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test result received conforming to the prescribed on receipt of the firm order form the purchase officer.

34.

i) The time specified for delivery in the tender form shall be deemed to be the absence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.

ii) Liquidated damages: In case of extension the that delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply:-

- 1)
  - a) delay upto one fourth period of the prescribed delivery period 2 1/2%.
  - b) delay exceeding one fourth but not exceeding half of the prescribed period 5%.
  - c) delay exceeding half but not exceeding three fourth of the prescribed period 7 1/2%
  - d) delay exceeding three fourth of the prescribed period 10%.
- 2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- 3) The maximum amount of liquidated damages shall be 10%.
- 4) If the supplier required an extensions of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- 5) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.

35. Recoveries: - Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be with held to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier alongwith amount of liquidated damages available with the department. In case recovery is not possible recourses will be taken under law in forces.

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36. Tenderers must make their own arrangements to obtain import licence, if necessary.
37. If a tenderers imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In an case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase officer.
38. The Purchase Officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given of distribute items of stores to more than one firm/supplier.
39. The tenderer shall furnish the following documents at the time of execution of arrangement.
- i) Attested copy of partnership deed in case of partnership Firms.
  - ii) Registration Number and year of registration in case partnership firm is registered with register of firms.
  - iii) Address of residence and office, telephone numbers in case of sole proprietorship.
  - iv) Registration issued by registrar of Companies in case of company.
40. If any dispute arise out of the contract with regard to the interpretation, mleaning and breach of the terms of the contact, the matter shall be referred to by the parties to the RAJUVAS, who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
41. All legal proceedings, if necessary arise to institute may by any of the parties (University or contractor) shall have to be lodges in courts situated in Rajasthan and not elsewhere.

Signature of Tenderer with seal

## Appendix C

## A G R E E M E N T (See Rule 28)

An agreement made \_\_\_\_\_ this day of \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called "the approved supplier" which expression shall, where the context so admits, be deemed to include his heirs successors, executor, and administrators of the one of part and the Rajasthan University of Veterinary & Animal Sciences, Bikaner (hereinafter called "the university which expression, shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

(1) Whereas the approved supplier has agreed with the

university to supply to the \_\_\_\_\_ of Rajasthan University of Veterinary & Animal Sciences as its Head office as well as at various unites through Rajasthan all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column \_\_\_\_\_ of the said schedule.

(2) And whereas the approved supplier has deposited a sum of

Rs \_\_\_\_\_ In \_\_\_\_\_ (1) Cash/Bank Draft/ Bankers cheque No.

(3) .Now these presents witness:

1) In consideration of the payment to be made by the University through \_\_\_\_\_ at the rates set forth in the schedule hereto appended the approved supplier will duly supply the said articles set forth in.....andThereof in the manner set forth in the conditions of the tender and contract.

- 2) The conditions of the tender and contract for open tender enclosed to the tender notice No ..... dated and also appended to this agreement and are binding on the parties executing this agreement.
- 3) Letter Nos ..... Received from tenderer and letters Nos. - ..... issued by ..... the university and appended to this agreement shall also form part of this agreement.
- (4) (a) The University do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the University will through..... pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment. 4(b) The mode of payment will be as specified below:-

- 1
- 2.....
- 3

The delivery shall be effected and completed within the period noted below from the date of supply order:-

S.No.	Items	Quantity	Delivery periods
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- 5 (1) (i) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply:-
- (a) Delay upto one-fourth period of the prescribed delivery period 2.5%
  - (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period 5.0%
  - (c) Delay exceeding one fourth but not exceeding three fourth of the prescribed delivery period 7.5%
  - (d) Delay exceeding three fourth of the prescribed delivery period 10.0%

**NOTE:**

- (1) Fraction of a \_\_\_\_\_ day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- ii) The maximum \_\_\_\_\_ amount of agreed liquidated damages shall be 10%.
- iii) If the supplier \_\_\_\_\_ required an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

(2) Delivery period may be extended with of without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tendered.

6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Vice-chancellor and the decision of the Vice-Chancellor shall be final.

In witness whereof the parties hereto have set their hands on the \_\_\_\_\_ day of

Signature of the approved supplier with seal

Signature for and on behalf of  
University

Designation:

Date:

Witness No. 1

Witness No. 2