



**DEPARTMENT OF BOTANY**  
**UNIVERSITY OF RAJASTHAN, JAIPUR**

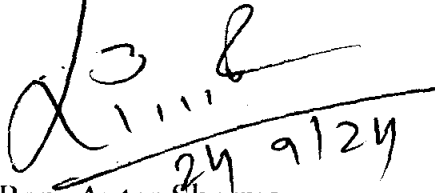
No: Bot/2024/ 1284

Date: 24-09-2024

**Sort Term Tender Notice**

Electronic online Technical and Financial Bids are invited to 04.10.2024 at 03.00 Pm for the Purchase of Laboratory Equipments under RUSA Programme 2.0 Details may be seen in the Bidding Documents available at the website Portal <http://eproc.rajasthan.gov.in> or the State Public Procurement Portal <http://sppp.raj.nic.in> or our website [www.uniraj.in](http://www.uniraj.in) of the University of Rajasthan, Jaipur. The Bidding document may be download from there.

UBN: URA2425 GLOB00086

  
24/9/24

Prof. Ram Avtar Sharma

Head & PI RUSA Project No. 4

Department of Botany  
University of Rajasthan  
JAIPUR

UoR, Jaipur.

NIB: URA2425 A0032



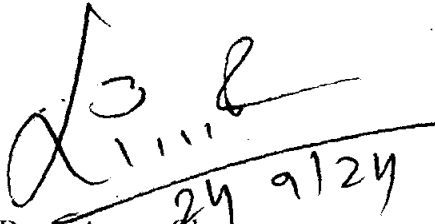
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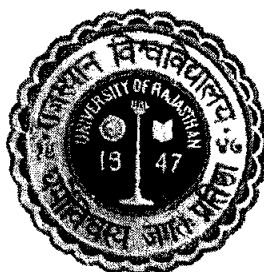
Department of Botany  
University of Rajasthan  
JAIPUR

UoR, Jaipur.

# UNIVERSITY OF RAJASTHAN

Jawaharlal Nehru Marg,

Jaipur – 302004, India



## TENDER DOCUMENT

FOR

SUPPLY OF EQUIPMENTS

At Botany department, UOR, Jaipur

Mode of Bid Submission	ONLINE (Tender)
Procuring Entity	Head Department of Botany, University of Rajasthan, Jaipur- 302004
Start Date & time of the Online submission	<b>24.09.2024 – 03.00 PM</b>
Last Date & Time of Online Submission of Bids	<b>04.10.2024 - 03.00 PM</b>
Date & Time of Opening of Online Bid	<b>05.10.2024 – 03.00 PM</b>

- **Cost of Tender Document:** Rs. 500/- (Rs. five hundred Only)
- EMD for the purchase of Equipment under RUSA Programme: As per details given in Chapter-2 of this tender.
- F-Tender Processing fee in favour of MD,RISL, Jaipur-500 (Demand Draft/Banker's Cheque)

**Tender Document Fee Detail**

**Bidder's Name :** \_\_\_\_\_

**Address :** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone :** \_\_\_\_\_ **Fax.** \_\_\_\_\_

**E-mail :** \_\_\_\_\_

**(1.) Tender Fee :**

Bank Demand Draft/Banker's Cheque Detail:

**Number :** \_\_\_\_\_ **Dated:** \_\_\_\_\_ **Bank Name :** \_\_\_\_\_

for Rs.500/- (Rs. five hundred Only) in favour of Head, Department of Botany,  
University of Rajasthan, Jaipur, payable at Jaipur.

**(2.) Processing Fee :**

Bank Demand Draft/Banker's Cheque Detail:

**Number :** \_\_\_\_\_ **Dated:** \_\_\_\_\_ **Bank Name :** \_\_\_\_\_

for Rs.500/- (Rs. One thousand Only) in favour of MD, RISL, Jaipur.

**(3.) EMD :**

Bank Demand Draft/Banker's Cheque Detail:

**Number :** \_\_\_\_\_ **Dated:** \_\_\_\_\_ **Bank Name :** \_\_\_\_\_

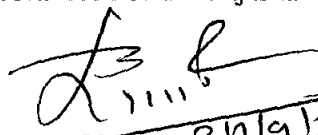
for ...../- only (Rs. ....) in favour of Head, Department of  
Botany, University of Rajasthan, Jaipur, payable at Jaipur.

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## GUIDELINES FOR NOTICE INVITING E-BIDS

- 1) Registrar, University of Rajasthan invites tenders for purchase of **Equipment under RUSA Programme 2.0** who meet the minimum eligibility criteria as specified in this bidding document.
- 2) The complete bidding document has been published on the website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in), <http://sppp.raj.nic.in> and [www.uniraj.in](http://www.uniraj.in) for the purpose of downloading.
- 3) Bidders who wish to participate in this bidding process must register on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in), <http://sppp.raj.nic.in> and [www.uniraj.in](http://www.uniraj.in)
- 4) To participate in online bidding process, bidders must procure a Digital Signature Certificate (DSC, Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency. i.e. TCS, safecrypt, N code etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 5) Two stage (Technical & financial) one envelope (for fees) selection procedure shall be adopted.
- 6) Bidder (authorized signatory) shall submit their offer online only in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RSL, Processing Fees and EMD should be submitted physically at the office of procuring entity as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid cover.
- 7) Department will not be responsible for delay in online submission due to any reason, for this Bidders are requested to upload the complete bid will advance in time so as to avoid 11<sup>th</sup> hour issue like slow speed; choking of website due to heavy load or any other unforeseen problems.
- 8) Bidders are also advised to refer "Bidders manual Kit" available at e-Proc website for further details about the e-tendering process.
- 9) Training for the bidders on the usage of e-Tendering System (e-procurement) is also being arranged by RSL on regular basis. Bidders interested for training may contact e-Procurement Cell, RSL, Jaipur for booking the training slot. The Help desk No. of RSL is 0141-4022688.
- 10) Only the Firms/Companies who have participate in EOI, will be permitted to participate in this tendering process.
- 11) No contractual obligation whatsoever shall arise from the RFP/bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidders.
- 12) Department disclaims any factual or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.
- 13) The provisions of "The Rajasthan Transparency in Public Procurement Act, 2012 & the Rajasthan Transparency in Public Procurement rules 2013" will also apply.

  
Head 24/9/24  
Department of Botany,  
University of Rajasthan,  
JAIPUR

## CHAPTER-1

### NOTICE INVITING E-BID

#### SCHEDULE OF E-BID

<b>Notice Inviting Bids No. and Date</b>	<b>Botany /Store/2024/.....Date:</b>
<b>Name of the work</b>	<b>Equipment under RUSA Programme 2.0</b>
<b>Cost of the Bid Document ( non-refundable) Start date of online submitted</b>	<b>Rs. 500/- Demand Draft/ Banker's Cheque in favour of Head Department of Botany, University of Rajasthan, Jaipur</b>
<b>Place of Information about the work and Bid documents</b>	<b>Office of the Head Department of Botany, University of Rajasthan, Jaipur.</b>
<b>Last date &amp; time for submission of Tender start date of online submitted Document including Tender Fee, EMD, Bid and Other Related Documents</b>	<b>04.10.2024 – 03.00 PM  University of Rajasthan, JLN Marg, Jaipur</b>
<b>Bid Opening of Date, Time &amp; Venue</b>	<b>Syndicate Hall, V.C. Secretariat, UoR, Jaipur</b>
<b>Websites of downloading Tender Document, Corrigendum's, Addendums etc.</b>	<b>eproc.rapsthan.gov.in, www.uniraj.ac.in, <a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a></b>
<b>Bid Validity</b>	<b>Mentioned in 90 days</b>
<b>Earnest Money Deposit</b>	<b>EMD for equipment's : As per details given in Chapter-2 of this tender Demand Draft/ Banker's Cheque in favour of Head Department of Botany, University of Rajasthan, Jaipur</b>

#### Note:

- (1) Bidders are advised to study the Tender Document, the Rajasthan Transparency in Public Proc. Act, 2012, and Rules 2013 carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Bid Document, Act & Rules with full understanding of its implication.
- (2) The procuring entity reserves the right to accept or reject any bid and to cancel the bidding Process and reject all bids without assigning any reason at any time prior to contract award without thereby incurring any liability to the bidders.
- (3) Bidders must ensure compliance to **Chapter 4** and enclose required documents carefully to avoid their disqualification.
- (4) The University shall not be responsible for any delay in submission of the Bids/Documents.
- (5) The cost of equipment must be given in Indian Rupees only. Bidder must clearly mention the discount offered (if any) on the equipment in the tender document.
- (6) Bidder must clearly mention the warranty period and the charges for service thereafter in the tender document. These must not be clubbed with the actual price of equipment.
- (7) The S.D. will be refunded only after S.D. refund due date / Warrantee period (whichever will be later).
- (8) If any firm outside India is submitting tender document, it must enclose a certificate that it has its service centre in India and must provide the name of Indian dealer for any discussion. The rates of equipment in that case will be accepted in such case in Indian Rupees or its equivalent in US\$.

  
Head of Department Botany  
University of Rajasthan, Jaipur

Department of Botany  
University of Rajasthan  
JAIPUR

## CHAPTER - 2

### NOTICE INVITING BIDS: TERMS

**OFFICE OF THE Head Department of Botany, UNIVERSITY OF RAJASTHAN, JAIPUR**

Phone No.: 0141-2706813

Fax No.: 0141-2709582

Email Address: [hodbotanyuor2018@gmail.com](mailto:hodbotanyuor2018@gmail.com)

**NOTE:**

The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" and the "Rajasthan Public Procurement Rules, 2013" under the said act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.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 Rules and this Bidding document, the provisions of the law shall prevail.

**NIB No: Botany /Store/2024/.....Dated:**

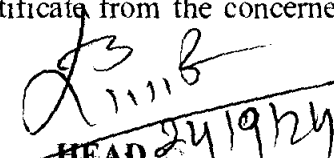
Two Stage unconditional online electronic E-bids are invited on behalf of the University of Rajasthan, Jaipur for the procurement of equipment in **Equipment under RUSA Programme 2.0** as listed below, from the Original Manufacturer/Authorized Dealers.

S.No.	Name of Items	Total Estimated Cost (in Lakh)	Qty.	Amount of EMD (Rs.) 2%
1	Atomic Absorption Spectrophotometer	Rs. 14.00	01	28000.00
2	Rotary Evaporator	Rs. 4.8	01	9600.00
3	Refrigerator	Rs.1.2	02	2400.00

**Total Tender Rs. 20,00,000/-**

1. E-tender document prepared in accordance with the procedure enumerated in "**Instructions to Bidders**" should be submitted electronically to Registrar, University of Rajasthan, Jaipur not later than the date and time, notified in "**Schedule of open tender**"
2. The Bids are being invited electronically, the procedure for submission of Bids including payment of price of Bidding documents, user charges/processing fee, Bid Security, etc. shall be as provided on the State Public Procurement Portal.
3. Bids submitted electronically after the specified date and time shall not be accepted.
4. The online submitted Technical Bids shall be opened on 04.10.2024 at 03.15 PM in the office of the Procuring Entity (Registrar, University of Rajasthan, Jaipur) by the procuring committee in the presence of the Bidders or their representatives who wish to be present.
5. **In case due date happens to be holiday, the Tender will be accepted and opened. The timing will remain the same.**
6. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
7. The Bidders shall have to submit a valid 'GST' clearance certificate from the concerned Department and the 'PAN' issued by Income Tax Department.

MSME - RTPP Rule -42

  
**HEAD**  
**Department of Botany**  
**(University of Rajasthan)**  
JAIPUR



### CHAPTER -3

#### 8 SCOPE OF THE WORK

#### LIST OF EQUIPMENTS

S.no.	Name of Instrument	SPECIFICATION
1	Atomic Absorption Spectrophotometer	<ul style="list-style-type: none"> <li>➤ Advance technology for intelligent stray light measure and correction</li> <li>➤ Original Optical Noise Reduction &amp; Automatic measurement and stray light dynamic detected without any reference materials and incremental cost. It improves instrument's optical performance, optical precision, line arrange and background correction effectively</li> <li>➤ Develop internal lamp control technology. It makes normal hollow cathode lamps self-absorption background correction possible without and influence to instrument's stability. Meanwhile it will prolong working life of the lamps. Normal hollow cathode lamps are highly economical than special lamps</li> <li>➤ Original "Hg lamp-regent" gradient measurement. We established an exact mathematical model to estimate "single beam linear and balance" specification. This technology provided a fast and economic method for instrument self testing system. It also established a brand new method to improve instrument's detection Performance.</li> <li>➤ Numerous technological innovation and renewal such as design esthetics, element lamp multi-dimensional automatic adjustment system, gas path electronics functional and modular design, No-adjustment D-lamp holder and soon.</li> </ul>
<b>TECHNICAL SPECIFICATIONS</b>		
OPTICAL SYSTEM	Instrument Type	Single Beam Reflection Achromatic Optics System
	Monochromator	Aberration Corrected Czerny-Turner
	Dispersion elements	Grating system 1200 line/mm characterization area 40mm <sup>2</sup> Scintillation wavelength 250nm
	Bandwidth	0.1, 0.2, 0.4, 1 nm (4 step auto switching)
	WL Range	190-900
	WL Accuracy	±0.2
	WL Repeatability	±0.1 nm max
	Resolution	Min 3 lines (279.5 & 279.8 peak and Valley)
HCL housing	Standard 4 lamp Turret (1 for measurement, 3 in warm-up mode)	

			<b>Optional:- 6Lamp/8LampTurretatextracost.</b>
		Gas control	Automatic control & optimization (flow/pressure)
		Safety measures	Gas Leak check, prevention of gas release when flame dies out, Prevention off lash back through pressure monitoring.
PHOTO METRIC PROPER TIES		Measurement	Aberration-corrected Czerny-Turner mounting
		Photometric Range	0-125%,-0.1-3.00A
		Static Base line Drift	(Cu)+-0.003A/30min
		Dynamic Baseline Drift	(Cu)+-0.006A/30min
		Back ground Correction	High speed self-reversal (BGC-SR) method:HighspeedD2lampmethod(BGC-D2)
ATOMIZ ATIONS STEM		Characteristic Concentration	(Cu)0.025µg/ml max
		Detection limit	(Cu)0.004µg/ml
FLAME		Precision	RDS -0.5%
		Burner	Air cooled Titanium
		Nebulizer	High-efficient Nebulizer
		Spray chamber	Anti corrosion material
	Safety measures	Flame fuel gas, power assisted gas abnormal pressure protection	
DATA PROCESS		Test Manner	Flame, flame emission.
		Concentration	Standard curve, standard addition, interpolation
		Times of repetitive Report Print	Measurement1-30times,Average ValueofA&C parameters, date result
OTHER		Dimension & Weight(Flame)	700×420×550mm;103kg(approx.)
		Power (Main unit with Flame)	AC220V±10%,50 Hz without sharp fluctuations.
		Working Temperature range	10~300C*
		Working Humidity range	40%~85%

2

Rotary  
Evaporator

- Should Comes with an integrated Combo Clip
- Equipped with an LED rotation speed setting
- Should Comes with an electronic speed control rotation drive
- Equipped with a vapor tube that can be easily removed for cleaning
- Should Comes with a safety protection switch to avoid overheating
- Should have a flexible bath position
- Sealing Ring (Vacuum Seal): Graphite filled PTFE
- Should have Automatic lift type
- Equipped with a secondary protection cut off switch
- The instrument should have timer.
- Bath should have auto drain feature.

**Technical Specifications****Description**

Lift Type	Automatic
Condenser Type	Vertical/Horizontal
Cooling Surface Area	1500 cm <sup>2</sup>
Rotation Speed (RPM)	20-320
Vapour Tube	Single piece with Sleeve for Easy Removal
Integrated Combi-Clip	Yes
Suitable flask size (ml)	50-5000 ml
Rotations speed setting	LED Display
Motor Power (W)	60
Heating Capacity (W)	1300
Total Power (W)	1360
Temperature Range (°C)	20 - 210
Temperature Accuracy (°C)	1
Overheat Protection	Safety cutoff over
+5 (°C)	
Temperature Setting	Digital LED
Temperature Control	Electronic PID
Control	
Secondary Protection Cut off	250°C
Material Heating Bath	SS
Volume Heating bath (L)	4.5L - Dia 255mm Suitable 50 - 5000ml
Bath Position	Flexible to extend, to suit flask size
Sealing ring	Graphite filled
PTFE	
Power Supply	230 VAC, 50Hz
<b><u>CHILLER FOR ROTA EVAPORATOR</u></b>	
VOLTAGE	AC1P 220V
FREQUENCY	50 HZ
CURRENT	2.4-3.1A
COMPRESSOR POWER	0.52 KW/0.71HP
REFRIGERATION CAPACITY	5084Btu/h,
1.49KW, 1281 KCAL/H	
REFREDERANT	R-22/R134a/R-410a

		<p>REFRIGERANT CHARGE PRECISION REDUCER PROTECTION</p> <p>PUMP POWER TANK CAPACITY INLET AND OUTLET brass connector MAX. LIFT MAX. FLOW N.W G.W DIMENSION CM(LXWXH)</p> <p><b><u>Oil free Vacuum Pump</u></b> Voltage frequency-110 Volt/60 Hz Max. Power- 100 W Max. Vacuum- 30 m Bar Max. flow rate- 23L/min. Vacuum regulator-Yes Overflow protection/ filter cartridge-Yes Motor Rotation speed-1750 rpm Horse power-1/6 Hp Noise level- 52 db Hose Barb-5/6 inch(8mm) Net weight-5.2 kg Dimension L x W x H-31 x13.5x20.4 cm</p>	<p>360g ±0.3°c capillary Over current protection for compressor flow alarm, over temperature alarm 0.03KW 6L External 10 mm</p> <p>10 mm 10L/Min 30 kgs 35 kgs 66*28*43 72*44*62 CM(LXWXH)</p>
3	Refrigerator	<p>Specifications Detail Capacity</p> <ul style="list-style-type: none"> <li>• Net Total(Litter) 419 L</li> <li>• Net for Freezer(Litter) 95 L</li> <li>• Net for Fridge(Litter) 324 L</li> </ul> <p>Physical specification</p> <ul style="list-style-type: none"> <li>• Net Dimension (W x H x D) 70.00 cm x 1.79 m x 75.50 cm</li> <li>• Packing Dimension (W x H x D) 75.00 cm x 1.89 m x 81.00 cm</li> <li>• Net Weight(kg) 67 kg</li> <li>• Packing Weight(kg) 75 kg</li> <li>• 20/40/40H (Container) 56 (40FT)</li> </ul> <p>Cooling Feature</p> <ul style="list-style-type: none"> <li>• No Frost Yes</li> </ul>	

- Multi Flow Yes
- Cooling Type Twin Cooling

Refrigerator Feature

- Deodorizer Yes
- Number of Shelf (Total) 2 EA
- Shelf Material Tempered Glass
- Number of Vegetable & Fruit Drawer 1 EA
- Number of Door Pocket 4 EA
- Fresh room Yes
- Interior LED Light Yes
- Active Fresh Filter + No

Freezer Feature

- Icemaker Twist
- Material of Shelf Plastic
- Number of Shelf (Total) 1 EA
- Number of Door Pocket 2 EA
- Interior LED Light No

General Feature

- Compressor Digital Inverter Compressor

Exterior Feature

- Door Type Flat
- Display Type Internal
- Door Handle Recess
- Colour Ez Clean Steel

Energy

- Energy Grade 2 Star

Smart

- Wi-Fi Embedded Yes

App Connectivity

- Smart Things App Support Yes

## CHAPTER-4

### CRITERIA FOR TECHNICAL EVALUATION AND QUALIFICATION

#### Evaluation and Qualification

- 4.1 This Invitation for Bids is open to All Original Manufacturer/Authorised Distributors in response to this NIT.
- 4.2 A copy of ISO - 9001 or higher certificate must be submitted along with the Technical Bid.
- 4.3 Bids will be accepted only from the Manufacturers/ Authorised Distributors of the item required.
- 4.4 The bidding firm should have executed at least 3 (Three) similar projects in R&D Institutions/Universities state /central Govt& PSU (List should be provided).
- 4.5 Detail of Bidder/Firm/Company
- 4.6 Address and Contact Details
- 4.7 DD/Banker's Cheque for Tender Fee
- 4.8 DD/Banker's Cheque for EMD
- 4.9 Registration Certificate of SSI Unit, if any
- 4.10 Self Declaration for unblemished record
- 4.11 GST Registration Certificate
- 4.12 GST Clearance Certificate
- 4.13 Copy of PAN Card
- 4.14 Copies of certificates of incorporation of the Firm/Registration of Partnership, Company, Proprietary Certificate etc.
- 4.15 Copies of Annual Turnover CA Certified
- 4.16 Audited Balance Sheets duly signed by CA for last three years
- 4.17 Proof of manufacturing unit/general order suppliers and copies of two major supply orders for Govt. depts./PSUs/Universities/R&D Institutes/Central Autonomous bodies.
- 4.18 Authorised Distributorship Certificate, if any
- 4.19 The tender is for supply of EQUIPMENTS

## CHAPTER-5

### INSTRUCTIONS TO BIDDERS

#### 5.1 GENERAL INSTRUCTIONS

##### 5.1.1 Abbreviations & Definitions:

The following definitions shall govern for the respective terms as hereinafter mentioned in this document:

- 5.1.1.1 **"Bidder"** means any Individual, Sole Proprietor, Partnership Firm, Pvt. Ltd. Company or Ltd Company who is participating in the Tender.
- 5.1.1.2 **"Tendering Authority"** means The Head Department of Botany , University of Rajasthan, Jaipur or any Officer or competent authority of University of Rajasthan, Jaipur who has been authorized to issue a work order under this contract
- 5.1.1.3 **"Firm/Company"** shall mean the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services.
- 5.1.1.4 **"Contract period"** means the agreement entered into between the Tendering Authority and the Firm/Company , as recorded in the document signed by the parties, including all the attachments and appendices there to, and all documents incorporated by reference therein;
- 5.1.1.5 **"The Goods"** means all the material/ services, which the Firm/Company is required to supply to the Tendering Authority under the Contract;
- 5.1.1.6 **"Services"** means services ancillary to the Scope of Work hereinabove, transportation, any other incidental services and other obligations of the Firm/Company covered under the Contract;
- 5.1.1.7 **"The Contract Price"** means the price payable/receivable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;
- 5.1.1.8 **"working/Business Day"** means a working day.
- 5.1.1.9 **"University"** means University of Rajasthan, Jaipur.
- 5.1.1.10 **"EMD"** means Earnest Money Deposit.
- 5.1.1.11 **"SD"** means Security Deposit.

5.1.2 The Bidder is expected to have read and examined all the instructions, forms, terms & conditions and specifications in the Tender Document with full understanding of its implications. Failure to furnish all information required in the Tender document or submission of bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in outright rejection of the bid.

5.1.3 Terms & conditions contained in GF&AR Part-II and Rajasthan Transparency in public procurement act, 2012 and the Rajasthan Transparency in public procurement rules, 2013 shall also apply.

#### 5.2 PERIOD OF CONTRACT

The contract shall be initially for a period of **10 Days** on case-to-case basis from the date of issuance of Letter of Award. However, the contract may be renewed further as per procurement rules on the basis of performance of work provided that both parties agreed on mutual terms and conditions as specified in the contract.

#### 5.3 ELIGIBILITY CRITERIA

5.3.1 Only those bidders who fulfill the eligibility criteria mentioned in **Chapter-4** are eligible to RESPOND. Offers received from the bidders who do not fulfill all or any of the following eligibility criteria are liable to be rejected.

5.3.2 The bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily.

- 5.3.3 Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made.
- 5.3.4 The tendering authority reserves the right to verify/evaluate the claims made by the Firm/Company independently.

**5.4 COST OF TENDER DOCUMENT**

The Bidder shall the cost of the tender document. It can be done by way of a Demand Draft/ Banker's Cheque favoring The Head, Department of Botany, University of Rajasthan, Jaipur, payable at Jaipur. Tender document can be downloaded from the site <http://uniraj.ac.in> <http://sppp.raj.nic.in>

It is an absolute must that the cost of tender document is paid as directed; otherwise the offer shall stand summarily rejected and no correspondence in this matter shall be entertained.

**5.5 COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and electronically submission of its tender and the Tendering Authority shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

**5.6 BIDDING DOCUMENT**

5.6.1 **The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document.** Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in rejection of the bid. The tender offer is liable to be rejected out rightly without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms/Performa in the tender are not fully furnished.

5.6.2 A Prospective Bidder requiring any clarification in the Tender document may notify the Tendering Authority in writing or by mail at the mailing address as indicated. The Tendering Authority will respond in writing or by mail to any request for clarification of the Tender Document received not later than 2 days prior to the last date for the receipt of bids prescribed. Written copies of the response (including an explanation of the query but without identifying the source of enquiry) may be sent to all prospective bidders who have received the Tender.

**5.7 AMENDMENT OF BIDDING DOCUMENT**

5.7.1 At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete criteria/conditions in the bidding document.

5.7.2 All prospective bidders who have received the bidding documents shall be notified of the amendment in writing and the same shall be binding on them.

5.7.3 In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids.

**5.8 NON TRANSFERABLE BID**

The tender document is not transferable.

**5.9 REJECTION OF BIDS**

**The University of Rajasthan, Jaipur reserves the right to accept / reject / release or relax any or all or part of the bids received on the due date without assigning any reason, whatsoever.**



#### 5.10 LANGUAGE OF BIDS

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Tendering Authority shall be in Hindi or English. Wherever the correspondence is not in Hindi, English, requisite translation should be attached, and the English version shall prevail in case of dispute.

#### 5.11 BID FORM

The Bidder shall complete the Bid Form as mentioned herein Format-1 to 7 wherever applicable.

#### 5.12 BID CURRENCY

Prices shall be quoted in Indian Rupees only. The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices.

#### EARNEST MONEY DEPOSIT (EMD)

5.12.1.1 Bidders are required to submit the bank DD/Banker's Cheque only (without interest) of appropriate amount EMD valid for three months from the date of issue, as Earnest Money Deposit. This Demand Draft must be drawn in the name of **Head, Department of Botany University of Rajasthan, Jaipur** payable at Jaipur. Offers made without Earnest Money Deposit shall be rejected. For SSI Units registered in Rajasthan partial exemption will be accorded as per The Rajasthan Transparency in Public Procurement Rules 2013.

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

5.12.3 Unsuccessful Bidder's Earnest Money Deposit shall be discharged/ returned within 30 days after the expiration of the period of Tender Offer validity prescribed in this tender.

5.12.4 The successful Bidder's Earnest Money Deposit shall be discharged upon the Bidder executing the Contract Form and furnishing the Performance Security / Security Deposit.

5.12.5 The Earnest Money Deposit shall be forfeited and Bid shall be rejected:

- a) If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid form or
- b) In case of a successful Bidder, if the Bidder fails:
  - i. To sign the contract form in accordance with the terms and conditions.
  - ii. To furnish performance security/security deposit as specified in this tender.
  - iii. To execute the agreement if any, within time.
  - iv. To execute the supply/work order, within time prescribed.

#### 5.13 SUBMISSION OF BID

5.13.1 The Bid shall comprise of two packages containing three separate envelopes. Each envelope shall contain separately the

- a) **Covering Letter, Cost of Tender Document and EMD**
- b) **Technical Bid**
- c) **Commercial Bid**

5.13.2 The envelop (a) shall be marked as "**COVERING LETTER, TENDER FEE AND EMD**" in bold and legible letters to avoid confusion.

5.13.3 All the documents regarding envelop (a) viz. Covering Letter and EMD prepared and sealed as hereinafter directed are to be kept in a single sealed cover super-scribed with the words "Supply of Equipments. Cover of envelope thus prepared should also indicate clearly the name and address of Bidder, to enable the Bid to be returned unopened in case it is received after the specified date and time.

#### 5.13.4 TECHNICAL BID

A. Technical BID shall contain the certified copies of following documents. Original copies shall be kept ready at the time of opening of the tender.

The list of documents to be submitted for Technical Offer is as follows

1. Details of Bidder/ Firm/ Company
2. Demand Draft/Banker's Cheque for EMD, Tender Fee
3. Tender offer form duly filled in.
4. Registration certificate of SSI in duly attested by any Gazetted Officer along with required Declaration, if applicable for Bidders claiming Partial Exemption (submitted to the office of Registrar, University of Rajasthan, Jaipur).

#### 5. Tender Form and Undertaking

6. Self Declaration for unblemished record (Notarized Affidavit)

#### 7. Registration Certificates

- I. Sales GST Registration Certificate from concerned Government Department and Sales GST Clearance Certificate or GST payment Challan from concerned Government Department.
- II. Copy of the PAN Card.
- III. Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)

#### 8. Financial & Infrastructure

- A. Copies of its audited financial statements for past three years
- B. The Technical Bid shall be complete in all respects and contain all information asked for, except prices. It shall not contain any price information. The Technical Bid shall indicate whether all services asked are quoted for and that all requirements therefore are also quoted for. No documents, brochures, etc. shall be submitted in loose form.
- C. **All documents submitted along with Tender should be certified**
- D. **Language of Proofs:** In case any of the Documents submitted is in a language other than Hindi or English, a certified copy of translation of the same in Hindi or English should be enclosed and the translation should also be certified by the professional who has otherwise certified the said proofs.
- E. The envelope of the technical bid shall be as "**TECHINICAL**" in legible letters avoid confusion.

#### 5.13.5 COMMERCIAL BID

5.13.5.1 The Commercial bid shall be on fixed price basis, inclusive of all taxes. There should be no hidden charges. Price quotation accompanied by vague and conditional expressions such as "Subject to immediate acceptance", "Subject to confirmation" etc. shall be treated as being at variance & shall be liable for rejection.

- 5.13.5.2 Rajasthan State Entry Tax @ as applicable will be deducted from the Bills of Bidders located outside Rajasthan and deposited in accordance with the Rajasthan Entry Tax Act.
- 5.13.5.3 Commercial Bid shall be submitted in DECLARATION OF PRICE SCHEDULE (Format-7) only.
- 5.13.5.4 The Commercial bid envelope shall be marked as "**COMMERCIAL BID**" in bold and legible letters to avoid confusion.
- 5.13.6 All required attested documents must be submitted in Hindi or English Language. If documents are not in Hindi or English, they should be translated in Hindi or English and must be submitted along with the copy of original document.
- 5.13.7 All above mentioned documents should be under the name & address of premises where quoted items are actually manufactured.
- 5.13.8 Tender will be liable for outright rejection if-
- Any rates are disclosed in Technical Bid.
  - Any discount / special offers are made in Technical Bid.
- 5.13.9 Tender form shall be typed or filled in ink.
- 5.13.10 The Bidder shall sign the tender form on each page and at the end of tender document in token of acceptance of all the term and conditions of the tender.
- 5.14 **SIGNING OF BIDS**  
Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid, attesting them.
- 5.15 **COMPLETENESS OF BIDS**  
The bid shall be summarily rejected if all or any of the above mentioned documents are not submitted with technical bid.
- 5.16 **ERASURES OR ALTERATIONS**  
Offers containing erasures or alterations shall not be considered. There should be no Handwritten Material, corrections or alterations in the offer. Technical details must be completely filled in. Filling up of the Technical Detail Form using terns such as "OK", "Accepted", "Noted", "As given in brochure/Manual" is not acceptable. The purchaser may treat offers not adhering to these guidelines as unacceptable.
- 5.17 **DEADLINE FOR SUBMISSION OF BIDS**
- 5.17.1 For Submission of tender, bidder must complete the bid submission stage as per schedule of the tender. The bidders should ensure that their tender is correctly prepared and then submitted before the expiry of the scheduled date and time. In the event of the specified date for the submission of Bids being declared as a holiday to the Tendering Authority, the bids shall be received up to the appointed time on the next working day.
- 5.17.2 The Tendering Authority may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of the Tendering Authority and Bidders subject to the deadline shall thereafter be subject to the deadline as extended.
- 5.18 **LATE BIDS**  
No delay on account of any cause will be entertained.
- 5.19 **WITHDRAWAL OF BIDS**
- 5.19.1 The Bidder may withdraw the Bid after the submission, provided that written notice of the withdrawal is received by the Tendering Authority prior to the deadline prescribed for submission of bids.
- 5.19.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security and the offer shall stands automatically rejected.

## **5.20 PERIOD OF VALIDITY OF OFFER**

**5.20.1** Bids shall be valid for acceptance for a period of 90 days from the date of opening of Technical Bid.

**5.20.2** In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing and shall be binding.

## **5.21 EVALUATION COMMITTEE**

The Technical and Commercial Committee constituted by the Vice-Chancellor, University of Rajasthan, Jaipur, shall evaluate the Tenders. The decision of the Vice-Chancellor, University of Rajasthan in the evaluation of the Technical and Commercial bids shall be final.

## **5.22 OPENING OF BIDS**

**5.22.1** Immediately after the closing time and/or at any time and date specified thereafter, the Bid Opening Committee shall open the bids as per the schedule.

**5.22.2** The technical bids shall be opened and listed for further evaluation. The Bidder's names, bid modifications or withdrawals, the presence or the absence of requisite Earnest Money Deposit and such other details as the Tendering Authority, at his discretion, may consider appropriate, shall be announced at the time of opening.

**5.22.3** The commercial bids shall not be opened till the completion of evaluation of technical bids.

**5.22.4** Bids shall be opened either in the presence of bidders or its duly authorized representatives, whoever wish to be present.

**5.22.5** The bidder representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be permitted to be present at the time of opening the tender.

**5.22.6** The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of their commercial offer.

**5.22.7** The Tendering Authority shall negotiate with the lowest bidder so as to meet its expectation of a cost effective sustainable and economically promising solution. If the negotiation with lowest Bidder fails, the same shall be rejected and negotiation then shall be done with second lowest Bidder.

**5.22.8 Negotiations :-**

- a. Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b. Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c. Tendering Authority shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d. The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the Tendering Authority after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e. Negotiations shall not make the original offer made by the bidder inoperative. The Tendering Authority shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

- f. In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the Tendering Authority may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only.
- g. In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

5.22.9 The Tendering Authority reserves the right to open Commercial Bid even if one Bidder qualifies the Technical Bid or only one Bid is received in response to the Tender Notice. However in the case of one Bid the power to negotiate with the Bidder will be reserved with the Tendering Authority as per Rajasthan Transparency in public procurement Rules 2013.

### 5.23 CLARIFICATION OF BIDS

During evaluation of bids, the Bid Opening Committee may, at its discretion, ask the Bidder for a clarification of its bid. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

### 5.24 SCRUTINY OF THE BID

5.24.1 Preliminary scrutiny shall be made to determine whether bids are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed.

5.24.2 Prior to the detailed evaluation, the Bid Opening Committee shall determine the substantial responsiveness of each bid. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.

5.24.3 If a bid is not substantially responsive, it shall be rejected by the Tendering Authority and shall not subsequently be made responsive by the bidder by correction of the nonconformity. Technical bid shall be evaluated in the following sub -steps:-

**Firstly**, the documentation furnished by the Bidder shall be examined prima facie to see if the technical skill base and financial capacity and other Firm/Company attributes claimed therein are consistent with the needs of this project.

**In the second step**, the Tendering Authority may ask the bidders for additional information, visit the Bidders site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid document. If it is found that the documents submitted by the bidder are not compatible with the actual situation at site, or if the document supplied by the bidder are found to be fraudulent or misrepresenting the facts, it shall render the bidder ineligible for further participation in the tender process. The decision of the Tendering Authority in this regard shall be final and binding on the bidder and cannot be challenged.

**In the third step**, the Tendering Authority may ask the prospective bidders for the presentation regarding Technical Capability of the Bidders and understanding regarding the Project.

### 5.25 SELECTION PROCEDURE

5.25.1 The Technical evaluation shall be done by a Committee, constituted by the Vice-Chancellor, University of Rajasthan, Jaipur.

5.25.2 Bids shall be evaluated on both technical and commercial criteria. The information furnished by the Bidders in the Technical Bid and presentation of the Bidder shall be the basis for technical evaluation.

**5.25.3** Each proposal will be evaluated according to the following criteria:

1. Company's/Firm's Profile
2. Company's/Firm's exposure and experience with Government Organizations/ Public Sector/ Public sector undertakings and Departments,

**5.25.4** The decision of the evaluation committee in the evaluation of the technical bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the tendering authority.

**5.26 CONTACTING THE TENDERING AUTHORITY**

**5.26.1** No Bidder shall contact the Tendering Authority in any matter relating to its bid: from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do so in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.

**5.26.2** Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his EMD amount.

**5.27 CORRUPT, FRAUDULENT PRACTICES AND MISREPRESENTATION**

**5.27.1** The Tendering Authority requires that the bidders/suppliers/Firm/Companies under this tender observe the highest standards of ethics during the procurement and execution of such contracts.

**5.27.2** For the purposes of this provision, the terms defined for CORRUPT, FRAUDULENT PRACTICES AND MISREPRESENTATION will be as per Law.

**5.27.2.1** The Tendering Authority shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

**5.27.3** The Tendering Authority shall declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

**5.28 NOTIFICATION OF AWARD**

Upon the successful bidder's furnishing of Performance Security /Security Deposit, the Tendering Authority shall promptly notify each unsuccessful bidder and shall discharge their Bid security.

**5.29 ACCEPTANCE OF BIDS**

The Tendering Authority does not bind itself to accept the lowest or any other Tender. The Tendering Authority reserves the rights to accept any one Tender or reject all Tenders.

**5.30 PERFORMANCE SECURITY AND SIGNING OF CONTRACT**

**5.30.1** Within Three (03) days of the receipt of notification of award from the Tendering Authority, the successful Firm/Company shall furnish the Performance Security/ Security Deposit in accordance with the Conditions of Contract, in the performance security/ Security Deposit form provided in this document or in another form acceptable to the Tendering Authority.

**5.30.2** The Performance Security/ Security Deposit shall be denominated in Indian Rupees and shall be in the form of a Demand Draft/Banker's Cheque/FDR issued by a nationalized /scheduled bank located in India acceptable to the Tendering Authority in the form provided in the bidding documents.

**5.30.3** The Performance Security/ Security Deposit shall be discharged by the Tendering Authority and returned to the Firm/Company after the expiry of the contract period/extension period/warranty/guarantee period.

5.30.4 Failure of the successful bidder to sign the contract (Format-5), proposed in this document (Conditions of Contract) and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Tendering Authority may make the award to another bidder or call for new bids.

### 5.31 **BINDING CLAUSE**

All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tendering Authority, reserves the right:-

- To vary, modify, revise, amend or change any of the terms and conditions in this Bid;
- To reject any or all the tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

### 5.32 **CONDITIONAL TENDER**

Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.

### 5.33 **INTERPRETATION OF THE CLAUSES**

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

### 5.34 **SECURITY DEPOSIT / PERFORMANCE GUARANTEE**

5.34.1 The successful Firm/Company shall furnish Security Deposit as a Performance Guarantee of 5% (Five Percent) of the total **value of purchase order** in the form of DD/BC/FDR in the name of Head, Department of Botany University of Rajasthan, Jaipur for the contract within Three days of the receipt of notification of award/ Letter of intent from the Tendering Authority. This bank guarantee should remain valid for a period of one year beyond the contract period. On extension of the contract the successful Firm/Company shall have to extend the validity of this SD for the period for which extension has been awarded. This extended SD should also remain valid for a period of one year beyond the period of which extension has been granted.

5.34.2 For SSI Bidders registered in Rajasthan Security Deposit will be 1%.

5.34.3 If the Firm/Company fails to complete the Contract, The Registrar, University of Rajasthan, Jaipur shall have the right to cancel the order in full or part, forfeiting the Performance Security and the balance payments, if any.

### 5.35 **DELIVERY**

5.35.1 Delivery is at the Department of Botany, University of Rajasthan, JLN Marg, Jaipur within the stipulated time mentioned in the purchase order. In case of delivery is /are not made in time, the University reserves the right to cancel the order without any liability of any loss incurred in the transition/delivery.

5.35.2 Only in case where the situation or cause is not under the control of bidder like strike, riot, war, fire & earthquake etc. the University may consider taking the delivery of the purchase order at its option.

5.35.3 The University has right to defer delivery on any or every item mentioned in the purchase order by giving oral notice to the bidder (which may be Confirmed later on in writing).

5.35.4 The bidder should ensure the good quality packing of the items mentioned in the purchase order and safe delivery to the University.

- 5.35.5 The University will not bear the loss or damage under any circumstances due to damage/ breakage of articles in the transit. The cost of the damage/broken articles would be deducted from the bill.**
- 5.35.6** The University has right to amend the order and no claim will be allowed to bidder arising on this account.
- 5.35.7** If the University deems fit to inspect/test the Items by its authorized person, the cost of the same will be borne by the bidder.
- 5.35.8** Any item of the purchase order if found defective or not found as per the specification as per the bidder's form, the University has right to cancel the order.
- 5.35.9** After the completion of the supply/purchase order, the bidder shall have to submit the bill in triplicate duly pre-receipted to the University along with the certificate that the supply is/are as per the bidder's form.

**5.36 PAYMENT TERMS**

The payment shall be made as per the Schedule mentioned in **Chapter- 7 Para 7.1.**

**5.37 CONFIDENTIALITY**

- 5.37.1** Any information and data pertaining to the University or any other agency involved in the Contract matter concerning University of Rajasthan, Jaipur or with the agency that comes to the knowledge of the Firm/Company in connection with this contract shall be deemed to be confidential and the Firm/Company shall be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The Firm/Company shall ensure due secrecy of information and data not intended for Public distribution.
- 5.37.2** The affidavit on the following format to that effect should be submitted along with Security Deposit on appropriate Non judicial Stamp Paper duly attested by Public Notary:- "Certified that any information and data pertaining to the University of Rajasthan , Jaipur or any other agency involved in the Contract or matter concerning University of Rajasthan, Jaipur or with the agency that comes to the knowledge of the Firm/Company in connection with this contract will be deemed to be confidential and I /we are fully responsible for the same being kept confidential and held in trust, as also for all consequences of I / our personnel failing to do so. Also it is certified that I / we will maintain due secrecy of information and data will not be intended for Public distribution."
- 5.37.3** Notwithstanding anything contained in this Tender document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
- impede enforcement of any law;
  - affect the security or strategic interests of India;
  - affect the intellectual property rights or legitimate commercial interests of bidders;
  - affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- 5.37.4** The procuring entity shall treat all communications with the selected bidder related to the procurement process in such manner as to avoid their disclosure to any other person not authorized to have access to such information.



- 5.37.5 The procuring entity may impose on the selected bidder and Firm/Company, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- 5.37.6 In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

**5.38 SPECIAL CONDITIONS TO THIS CONTRACT**

- 5.38.1 It shall be deemed that the bidder has got fully acquainted with the scope of the work, working and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.
- 5.38.2 The quantity indicated in the tender is mere estimates and is intended to give an idea to the prospective bidders to enable them to decide whether they will undertake to supply the article to University on most competitive rates. The figures indicated in the tender do not constitute any commitment on the part of the University to purchase any of the articles in the quantity shown therein against each or in any quantity whatsoever. It is further made clear that the University does not bind itself to purchase all or any quantity mentioned in the tender and no objection against the quantity of the indent of approved item being more or less than the approximate quantity will be entertained and shall not be acceptable as a ground for non supply on the quantity indented.
- 5.38.3 The University of Rajasthan, Jaipur may extend the original contract of Firm/Company, subject to original Terms & conditions for a period deemed fit by him, but not exceeding one year, on mutual consent.
- 5.38.4 The contract for the supply can be repudiated at any time by University of Rajasthan, Jaipur, if the supplies/services are not made to his satisfaction after giving an opportunity to the bidder being heard and after reasons for repudiation being recorded by him in writing.

**5.39 SUPPLY ORDERS**

- 5.39.1 All the supply orders will be placed to the Firm/Company through Official Letter/ E-mail/ Messenger and the date of Office Order will be treated as the date of order for calculating the period of execution. The Firm/Company shall have to execute all orders within specified time in said order.
- 5.39.2 The data including the images collected by the firm shall be the property of the University of Rajasthan, jaipur.
- 5.39.3 The University has rights to amend the supply order and no claim will be allowed from bidder arising on this account.
- 5.39.4 **Any item of the supply order, if found defective or not found as per the specifications mentioned in the bidder's form, the University has rights to cancel the order.**

**5.40 HANDING OVER OF WORKS**

The Firm/Company shall be bound to hand over the works executed under the contract complete in all respect to the satisfaction of the Tendering Authority. The Tendering Authority shall determine the date on which the work is considered to have been completed. The Tendering Authority shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Firm/Company shall be bound to observe any such determination of the Tendering Authority

**5.41 COMMITTEE FOR SUPERVISION**

The Tendering Authority will be at liberty to set up a Committee to supervise all services in all the areas mentioned above. The directions of such committees with regard to all the general services, even if other than those mentioned in this Tender, would be binding on the Firm/Company for compliance

**5.42 SUB-CONTRACT**

The Firm/Company shall not assign or subcontract the assignment or any part thereof to any other Firm/Company except with the prior consent in writing of the Tendering Authority and provided the University shall have specifically approved such other Firm/Company. The University may in its sole discretion and without assigning any reason refuse to give such consent.

**5.43 COST & LANGUAGE OF BIDDING**

**5.43.1** 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.

**5.43.2** The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in Hindi or English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**5.44 ALTERNATIVE/ MULTIPLE BIDS**

Alternative/ Multiple Bids shall not be considered at all.

**5.45 CORRECTION OF ARITHMETIC ERRORS IN FINANCIAL BID**

The bid evaluation committee shall correct arithmetical errors in financial bid, on the following basis, namely:

- 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.

**5.46 NEGOTIATIONS**

**5.46.1** Negotiations may be undertaken with the selected bidder when the rates are considered to be much higher than the prevailing market rates.

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

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

**5.46.4** In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

**5.47 PROCURING ENTITY'S RIGHT TO ACCEPT OR REJECT THE BID**

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

**5.48 RIGHT TO VARY QUANTITY**

During execution of the Contract, the quantity of services/ items/ goods originally specified in the bidding document may be increased or decreased, without any change in the unit prices or other terms and conditions of the bid and the bidding documents.

**5.49 FORFEITURE OF PERFORMANCE SECURITY**

**5.49.1** Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:

- When any terms and condition of the contract is breached.
- When the bidder fails to make complete supply satisfactorily.
- if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the Tender Document.

**5.49.2** Notice will be given to the bidder with reasonable time before SD deposited is forfeited.

**5.49.3** No interest shall be payable on the SD.

**5.50 EXECUTION OF AGREEMENT**

**5.50.1** A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the selected bidder.

**5.50.2** The selected bidder shall sign the procurement contract within 03- days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.

**5.50.3** If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the tender document and The Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013.

**5.50.4** The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

**5.51 CANCELLATION OF PROCUREMENT PROCESS**

If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

**5.52 CODE OF INTEGRITY**

Any person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government (Rule 80 of The Rajasthan Transparency in Public Procurement Rules, 2013).

**5.53 BREACH OF CODE OF INTEGRITY BY THE BIDDER**

Without prejudice to the provisions of **Chapter IV** of the Rajasthan Transparency in Public Procurement Act, 2012, in case of any breach of code of integrity by Bidder, the procuring entity may take appropriate action in accordance with the provision of the **Sub-section (3) of Section 11** and **Section 46** of the act.

**5.54 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 and Second Appellate Authority, as the case may be, in accordance with provisions of **Chapter III** of the Act and **Chapter VII** of the rules and as given in **Appendix 'A'** to this document.

**5.55 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 (See rule 81).

**5.56 LEGAL JURISDICTION**

All legal disputes are subject to the jurisdiction of Jaipur city courts only.

## **Annexure A : Compliance with the Code of Integrity and No.**

### **Conflict of Interest**

Any person participating in a procurement process shall-

- a. Not offer any bribe, reward or gift of any material benefit either directly or indirectly in exchange for unfair advantage in procurement process or to otherwise influence the procurement process.
- b. Not misrepresent or omit that misleads attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c. No indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and process of the procurement process;
- d. Not misuse any information shared between the procuring Entity and the Bidders with and intent to gain unfair advantage in the procurement process;
- e. Not indulge in any coercion indulge impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f. Not obstruct any investigation or audit of a procurement process;
- g. Disclose conflict of interest, if any and
- h. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

#### **Conflict of Interest:-**

The Bidder participating in a bidding process must not have a Conflict of Interest.

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

1. A Bidder may be considered to be in a Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. Have controlling partners/shareholders in common; or
  - b. Receive or have received any direct or indirect subsidy from any of them; or
  - c. Have the same legal representative for purpose of the Bid; or
  - d. Have a relationship with each other, directly or through common third parties, that puts another bidders, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder in more than one Bid; or
  - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as Engineer-in-charge/consultant for the contract.

**Annexure B: Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

In relation to my/our Bid submitted to ----- for procurement of **Supply of Equipments** response to their notice inviting Bids No. ----- Dated -----, I/We hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act 2012-13, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable of the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officers, not have my/our business activities suspended and not the subject of legal proceeding for any of the forgoing reasons;
4. I/We do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualification to into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date

Signature of bidder

Place:

Name:

Designation:

Address

## CHAPTER-6

### CONDITIONS OF CONTRACT

#### **6.1 APPLICATION OF THESE CONDITIONS**

These Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

#### **6.2 OTHER DOCUMENTS THAT FORM PART OF THIS CONTRACT**

The Tender Document (along with its amendments if any), the Bid of the Firm/Company, any clarifications sought by the Tendering Authority, the responses provided by the Firm/Company, and any other correspondence exchanged shall form part of the contract to the extent the same is not inconsistent with this document and the award document to the Firm/Company.

#### **6.3 PERFORMANCE SECURITY**

**6.3.1** The proceeds of the performance security shall be payable to the Tendering Authority as compensation for any loss resulting from the Firm/Company's failure to complete its obligations under the Contract. The Performance Security/Security Deposit shall be forfeitable for non-performance of the contract and there shall not be any relaxation to anybody.

**6.3.2** In the event of any contract amendment, the Firm/Company shall, within 10 days of receipt of such amendment, furnish the amendment to the Performance Security/Security Deposit, rendering the same valid for the duration of the Contract, as amended for further period of **one year** thereafter.

#### **6.4 SAFETY REQUIREMENTS**

The Firm/Company shall abide by the job safety measures prevalent in India and shall free the Tendering Authority from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Firm/Company's negligence. The Firm/Company shall pay all indemnities arising from such incidents and shall not hold the Tendering Authority responsible or obligated.

#### **6.5 FIRM/COMPANY'S OBLIGATIONS**

The Firm/Company is responsible for, and obliged to conduct all contracted activities as defined in the scope of work or wherever contained in this document, in accordance with the Contract. The Firm/Company is obliged to work closely with the staff of the Tendering Authority and abide by all instructions and directives issued by them.

#### **6.6 Change Orders and Contract Amendments**

The Purchaser (as per FCI guidelines) may at any time order the supplier/ selected bidder through Notice to make changes viz. drawings or designs or specifications or formats or anything in the subject matter without impacting the cost of project where Goods/Material/Items & related services to be furnished under the Contract are to be specifically prepared and supplied for the Purchaser.

#### **6.7 USE OF CONTRACT DOCUMENTS & INFORMATION**

**6.7.1** The Firm/Company shall treat as confidential all data and information about the Tendering Authority, obtained in the execution of his responsibilities, in strict confidence and shall not reveal such information to any other party without the prior written approval of the Tendering Authority.

**6.7.2** The Firm/Company shall not, without the Tendering Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by them in performance of the Contract. Disclosure to any such

employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 6.7.3 Any document, other than the Contract itself, shall remain the property of the Tendering Authority and shall be returned (all copies) to the Tendering Authority on completion of the Firm/Company's performance under the Contract if so required by the Tendering Authority.
- 6.7.4 The Firm/Company must act in good faith and at all times extend its fullest cooperation to the University, its employees and agents during the performance of the Services.
- 6.7.5 The Firm/Company shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without prior approval of the University.
- 6.7.6 The Firm/Company shall refrain from disclosing or publicizing to its clientele including past and prospective clients or to the public that it has provided Services to the University without prior approval of the University.
- 6.7.7 The Firm/Company shall not divulge to any person not authorized by the University and shall not use for its own purposes, any information concerning the University, its staff or the Project which the Firm/Company may have access to directly or indirectly from the services performed under this Agreement or otherwise during the course of the Project; strict confidentiality shall be maintained by the Firm/Company and its employees /agents in respect of the information provided by the University to the Firm/ Company. This confidentiality clause shall be applicable not only to existing employees of the Firm/Company but also to its employees involved in the project who may leave the service of the Firm/Company, and accordingly, it shall be the responsibility of the Firm/Company to ensure that any such employee also shall not divulge or use any such information for his/her own purpose; Violation of these terms and Conditions resulted into the Civil as well as Criminal liability against the Firm/Company and it's both types of employees ( present and past ) providing services.
- 6.7.8 The Firm/Company shall have no authority to commit the University to any additional costs, fees or expenses in connection with the Project.
- 6.7.9 The Firm/Company shall report immediately to the University any circumstances or events which might reasonably be expected to impair or prejudice the performance of the Services.
- 6.7.10 The Firm/Company shall at all-time refrain from showing the report/work in progress or the completed report/work to any person not duly authorized by the University in writing.
- 6.7.11 The Firm/Company at any time shall not show or submit report / work in progress or completed work report to any person/ authorities except the person/ authorities duly authorized by the University in writing, violation of this shall be civil and criminal liability on Firm/Company.

## **6.8 RESPONSIBILITIES**

- 6.8.1 Firm/Company shall be responsible for the following activities during the course of assignment:-
  - Resource and Project Management as per Scope of the work
  - Completion of the work/services/tasks as mentioned in the Scope of the work
  - The Firm/Company shall appoint at the Commencement of the Project one of its representatives as a coordinator who shall act as a single point of contact with the University during the conduct of the project

6.8.2 The University shall be responsible for the following activities during the course of the assignment:

- Provide information/data/clarifications for all issues.
- The University shall appoint at the Commencement of the Project one or two of its representatives as a coordinator who shall act as a single point of contact with the Firm/Company during the conduct of the Project.

**6.9 FINANCIAL AND LEGAL LIABILITY**

The Firm/Company shall be solely responsible for any financial issues arising out of the result of this Contract. Any financial loss to University, due to faulty work as a result of this tender, shall be sole responsibility Firm/Company and he has to fulfill all claims arising out of this problem.

**6.10 INDEMNITY**

The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred inter alia during and after the contract period out of:

6.10.1 Any negligence or wrongful act or omission by the Bidder or any subcontract or third party in connection with or incidental to this contract or

6.10.2 Any breach of any of the terms of this contract by all Firms/Companies or any sub-contract or third party.

**6.11 STANDARDS OF PERFORMANCE**

The Firm/Company is liable to complete the work in accordance with the specification and approved International standard according to various laws such as Information Technology Act 2000 and related Laws, Rules and Regulations.



**CHAPTER - 7**  
**COMMERCIAL TERMS**

**A. STANDARDS OF PERFORMANCE**

**7.1 PAYMENT SCHEDULE**

7.1.1 No advance payment will be admissible in any circumstances.

7.1.2 Payment will be made after successful delivery/installation of the required items/equipment as per supply order.

**7.2 LIQUIDATED DAMAGES**

7.2.1 In case of any delay in the time schedule prescribed BY TENDERING AUTHORITY, payment shall be made on the basis of following percentages of value of stores which the Firm/Company has supplied:-

- Delay up to one-fourth period of the prescribed Delivery - 2.5 % of total order value.
- Delay exceeding one fourth but not exceeding half of the prescribed delivery period - 5% of total value.
- Delay exceeding half but not exceeding three fourth of the prescribed period 7.5%
- Delay exceeding three fourth of the prescribed period. 10%
- Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
- If Firm/Company requests for an extension of time in completion of contractual supply on account of occurrence of any circumstances beyond control of human being, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the circumstances.

However, if the delay is caused due to unavoidable circumstances, then Tendering Authority reserves the right to waive off the compensation.

7.2.2 In case of delay beyond thirty days tendering authority will be at liberty to procure the services from any other agency at the risk and cost of the Firm/Company and it also will result in the forfeiture of the Performance Security amount.

7.2.3 For any other irregularities, mistakes, etc, penalty at the discretion of Tendering Authority will be imposed.

7.2.4 That for unsatisfactory performance owing to absence of Firm/Company's staff, deficiencies in services or for some other reason the tendering authority shall be within its rights to make necessary deductions for such deficiency in services. Alternatively, the tendering authority may, after giving an opportunity of being heard to the Firm/Company, get such deficiencies fulfilled at the cost and responsibility of the Firm/Company.

7.2.5 Where any claim for the payment of a sum of money arises, out of or under this contract against the Firm/Company, the tendering authority shall be entitled to recover such a sum by appropriating in part or whole, from the performance security to be deposited by the Firm/Company. In the event of the performance security being insufficient, the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Firm / Company under this and any other persons contracting through the Registrar, University of Rajasthan, Jaipur, should this sum not be sufficient to recover the full amount recoverable the Firm/Company shall pay to this office the remaining balance. For failure to deposit the amount, legal action will be taken against the Firm/Company.

**7.3 SUSPENSION OF WORK**

The Firm/Company shall, if ordered in writing by the tendering authority for non performance, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Firm/Company shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Firm/Company, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Firm/Company, and lasts for a period of more than 2 months, the Firm/Company shall

have the option to request the tendering authority to terminate the Contract with mutual consent.

**7.4 TERMINATION FOR INSOLVENCY**

The Tendering Authority may at any time terminate the Contract by giving written notice to the Firm/Company, if the Firm/Company becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Firm/Company, provided that such termination shall not prejudice or affect any right of action or remedy, which has accrued or shall accrue thereafter to the Tendering Authority.

**7.5 TERMINATION**

**7.5.1** The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Firm/Company, terminate the Contract in whole or part:-

- If the Firm/Company fails to deliver any or all of the Goods or Services within the period(s) specified in the Contract,
  - If the Firm/Company fails to perform as per the Quality standards and as per the Scope of the Work
  - If the Firm/Company, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in Executing the Contract.
- For the purpose of this clause the definition for corrupt practice and fraudulent practice shall be as per the law

**7.5.2** The Tendering Authority may also at its sole discretion accept full or part work and also reserves the right to delete any items from the scope of the work.

**7.5.3** The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice sent to the Firm/Company, without assigning any reason may terminate the Contract in whole or part, if the tendering authority satisfies that the services of the Firm/Company are no more required or Firm/Company is not executing its services properly.

**7.5.4** If the Firm/Company after submission of Bid and due acceptance of the same i.e. after placement of order fails to abide by the terms and conditions of the tender document or fails to execute the work as per the prescribed schedule given or at any time repudiates the contract, the tendering authority will have the right to forfeit the EMD, invoke performance security deposited by the firm and get the work done from other Firm/Company at the risk and consequences of the first Firm/Company. The cost difference between the alternative arrangements and Firm/Company's bid value will be recovered from the firm along with other incidental charges including transportation, taxes, etc. in case tendering authority is forced to work done through alternative source and if the cost is lower, no benefit on this account would be passed on the Firm/Company.

**7.5.5** In case of failure by the bidder to carry out the job in accordance with provisions of the contract and as per the Scope of the Work, the tendering authority will have right to cancel the contract and award it to any other Firm/Company and any loss sustained thereby will be recoverable from the first Firm/Company.

**7.6 CONSEQUENCES OF TERMINATION**

**7.6.1** In circumstances mentioned above, the Tendering / Implementing Authority shall exercise the following steps:

- Ask the Firm/Company to leave the job and return the entire material in an "as is where is" condition, and / or;
- Shall forfeit the Security Deposit obtained as performance Guarantee.
- Shall take appropriate steps in terms of remedies for breach of contract under relevant provisions of law.

**7.6.2** Tendering Authority reserves the right to disqualify the Firm/Company for a suitable period who habitually failed to supply the services in time.

**7.6.3** Further, the Firm/Company whose services do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the tendering authority.

**7.6.4** Tendering Authority reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

**7.7 FORCE MAJEURE**

7.7.1 The Firm/Company shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

7.7.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Firm/Company and not involving the Firm/Company's fault or negligence and not foreseeable.

7.7.3 Such events may include, but are not limited to acts of the Tendering Authority in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

7.7.4 If a force Majeure situation arises, the Firm/Company shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority in writing, the Firm/Company shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

**7.8 RESOLUTION OF DISPUTES**

7.8.1 The Tendering Authority and the Firm/Company shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them in connection with the contract.

7.8.2 If, after thirty (30) days from the commencement of such informal negotiations, the Tendering Authority and the Firm/Company have been unable to resolve amicably a contract dispute, all such disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole Arbitrator to be appointed by the mutual consent. All arbitrations shall be held in Jaipur.

7.8.3 All legal disputes are subject to the jurisdiction of Jaipur city courts only.

**7.9 GOVERNING LANGUAGE**

The contract shall be written in English or Hindi. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same languages.

**7.10 APPLICABLE LAW**

The contract shall be interpreted in accordance with terms and conditions of the document and The Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 and appropriate Indian Laws.

**7.11 TAXES AND DUTIES**

**The Firm/Company shall be entirely responsible for all taxes, duties, license fees, road permits etc. No increase in the rates shall be allowed during the period of the contract.**

**7.12 NOTICES**

7.12.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address

7.12.2 A notice shall be effective when delivered or on the notices effective date whichever is later. For the purposes of all notices by the Firm/Company to the Tendering Authority on change address if informed in writing, these shall be sent to the Tendering Authority by the Firm/Company at the address mentioned in the Letter of Award.

**CHAPTER-8**  
**TENDER FORM**

**TECHNICAL BID**

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question.

**I.) Addressed to:**

- a) Name of the Tendering Authority : **Head Department of Botany**  
b) Address : **University of Rajasthan, Jaipur – 302 004**  
c) Telephone/Fax : **0141 2706813**

**II.) NIT Reference with date :**

**III) Other related details**

1	<b>The invitation for bids is open to ALL Original Manufacture/Authorised Distuributors in response to this NIT</b>	
2	<b>A copy of ISO-9001 or higher certificate must be submitted along with the Technical Bid of the manufacture</b>	
3	<b>Bids will be accepted only from the Manufacturers/Authorised Distributors of the item required.</b>	
4	<b>The bidding firm should have executed at least 3 (three) Similar projects in Govt. Depts./PUSs/Universities/R&amp;D , Institutes/Central Atonomous Bodies(List should be provided from item no.10,16&amp; 18)</b>	
5	<b>Detail of bidder/Firm/Company</b>	
6	<b>Address and Contact Details</b>	
7	<b>DD/Banker's Cheque for tender fee &amp; RISL Fee</b>	
8	<b>DD/Banker's Cheque for EMD</b>	

9	Regristration Certificate of SSI/MSME Unit, if any	
10	Self Declaration for unblemished record	
11	GST Registration No.	
12	GST Clearance certificate	
13	Copy of Pan card	
14	Copy of certificates of incorporation of the firm/Registration of Partnership,company,Proprietary Certificate etc.	
15	Copies of Annual Turnover by CA certified	
16	Proof of manufacturing unit/general order suppliers and copies of two major supply orders valuing more than RS.10 Lakh executrd during the preceding five years for Govt. Depts./PUSs/Universities/R&D , Institutes/Central Atonomous Bodies	
17	Authorised Distributorship Certificate, If any	

IV) Following documents are attached towards the proof of Earnest money deposited in favour of the Registrar, University of Rajasthan, Jaipur payable at Jaipur

S.No.	Details of Tender Fee/EMD	DD/Banker's Cheque Issuing Bank Name	No. with Date
	As per details given in Chapter-2 of this tender		

V) Following documents are attached towards the proof of Earnest money deposited in favour of the Registrar, University of Rajasthan, Jaipur payable at Jaipur

S.No.	EMD Amount	DD/Banker's Cheque Issuing Bank Name	No. with Date

VI) Annual Turnover during last three years (attach audited balance sheet clearly showing at least Rs. 0.10 Crores onward Turnover

Year	2021-22	2022-23	2023-24	Total Turn Over (Rs.)
Turn Over (Rs.)				

VII) Following documents are attached towards the technical specifications of the equipments/material.

VIII) Quality Certificate/ Awards for Products/Services, If any :

S.No.	Name of the Certificate	Certified By	Year of getting Certification	Whether Certificate is valid as on date
1.				
2.				
3.				
4.				

IX) Provide List of users and installations in India:

S.No.	Name of Organization/ Institute	Year	Make/Model of Equipment	Contact no. of concerning person

X) Provide the Compliance Statement of Tender Specifications as per given format

Tender Specification	Feature Available in equipment as per required specification mentioned in Chapter 3	Deviation From Specification	Corresponding Page Number of datasheet/ Brochure in support of specification	Remarks If any

Name & Signature of Bidder with Seal

Name & Signature of Bidder with Seal

**BID COVERING LETTER**  
(To be printed on Letter head of the Bidder)

To

**Head Department of Botany,**  
University of Rajasthan  
Jaipur -302004

Dear Sir,

Tender Reference No.: .....

**SUBJECT:** Tender document for participation in the tender process for Supply of **Equipments** for **EMD As per details given in Chapter-2 of this tender** including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Firm/Company as mentioned in the Scope of the work as required by Head, Department of Botany University of Rajasthan, Jaipur in conformity with the said tender documents.

**1. TERMS AND CONDITIONS**

- a) I/We, the undersigned Bidder(s), having read and examined in detail the specifications and all bidding documents in respect of this tender do hereby propose to provide goods and services as specified in the bidding document.
- b) I/We, the undersigned Bidder(s), having submitted the qualifying data as required in this tender, do hereby bind ourselves to the conditions of this tender. In case any further information/documentary proof in this regard before evaluation of our bid is required, I/We agree to furnish the same on demand to your satisfaction.

**2. RATE AND VALIDITY**

- a) All the rates mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the rates and other terms and conditions of this proposal are valid for a period of One years from the date of opening of the bid.
- b) I/We do hereby confirm that our bid rates include all taxes including Income Tax & Professional Tax.
- c) I/we have studied the Clauses relating to Indian Income Tax Act and hereby declare that if any Income Tax, surcharge on Income Tax and any other Corporate Tax is altered under the law, I/we shall pay the same.

**3. DEVIATIONS** We declare that all the services shall be performed strictly in accordance with the Technical specification, Time Schedule and other terms of the tender document except the deviation as mentioned in the Technical Deviation Performa Further, I/We agree that additional conditions, if any, found in the proposal documents, other than those stated in deviation Performa, shall not be given effect to.

**4. BID PRICING** I/We further declare that the rates stated in our proposal are in accordance with your terms and conditions in the bidding document.

**5. EARNEST MONEY** I/We have enclosed the earnest money as required. In case of default it is liable to be forfeited in accordance with the provisions of the tender document.

**6. BANK GUARANTEE** I/We shall submit a Bank Guarantee as required.

**7.** I/We hereby declare that my/our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of my/our knowledge and belief and nothing has been concealed there from.

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

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

**10.** We agree to the terms and conditions mentioned in the Tender Document.

Thanking you,

Yours faithfully,  
(Signatures)

Date \_\_\_\_\_ Place: \_\_\_\_\_ Name: \_\_\_\_\_ Designation: \_\_\_\_\_ Seal: \_\_\_\_\_

**BIDDER'S AUTHORISATION CERTIFICATE**

To,

**Head Department of Botany,**  
University of Rajasthan  
Jaipur (Rajasthan)  
Pin - 302004.

<Bidder's Name> \_\_\_\_\_ <Designation> \_\_\_\_\_

is hereby authorised to sign relevant documents on behalf of the Company in dealing with Tender of reference <Tender No./Date> \_\_\_\_\_. He is also authorised to attend meetings and submit Technical and Commercial Information as may be required by you in the course of processing above said tender.

Thanking You.

**Authorised Signatory**

**Name :**

**Seal :**

The specimen signature of the authorized person is as :

Attested by the

Authorized Signatory



**SELF DECLARATION**  
**(Notarized Affidavit)**

Ref. :

Date :

To,

**Head Department of Botany,**  
University of Rajasthan  
Jaipur (Rajasthan)  
Pin - 302004.

Dear Sir,

In response to the tender No. \_\_\_\_\_ Date \_\_\_\_\_ as Owner/Partner/Director  
of \_\_\_\_\_

1. I/We hereby declare that our Agency \_\_\_\_\_ is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or of a particular period of time.
2. I/We M/s. \_\_\_\_\_ (Name of the Company) are not blacklisted in any Department of Government of Rajasthan/Government of India/by any University/Public Enterprises.
3. I/We further undertake that our partner M/s. \_\_\_\_\_ (Name of Firm/Company) having office are also not blacklisted in any Department of Government of Rajasthan Government of India/ by any University/Public Enterprises.
4. I/We hereby declare that there are no pending cases against M/s. \_\_\_\_\_ (Name & Address of Bidder) with Government of Rajasthan or any other court of law.
5. I/We hereby declare that Bidder's company or Director/Owner of the Company have not been declared by any Court or Competent Authorities in solvent or involved in any fraudulent mean (Economical & Criminal).

Name :

Address :

Telephone Office : \_\_\_\_\_ (Residence): \_\_\_\_\_

Mobile No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail : \_\_\_\_\_

Place :

Signature :

Date :

Name :

Company Seal

Note :

1. In-adequate information could lead to disqualification of the bid.
2. All items should be supported by proper documents.
3. No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.
4. The Notarized Affidavit should be submitted before closing date fixed for Technical Bid Closing.
5. No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.
6. Name, address and Telephone Number (Office, Residence, Mobile) of the contract Person to whom all References shall be made regarding this tender.

## DECLARATION FOR PRICE SCHEDULE/ COMMERCIAL BID

Tender Ref. -----

Date -----

To,

**Head Department of Botany,**

University of Rajasthan

Jaipur. (Rajasthan)

Pin 302004

**Subject : TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR  
Supply of EQUIPMENTS EMD as per details given in Chapter-2 of this tender**  
That we are sole owner of

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-----  
That we/ the undersigned agency is equipped with adequate hardware/ software and other facilities required for providing services and our establishment is open for inspection by the representative of University. We hereby offer to provide service at the prices and rates mentioned in the commercial bid (as per commercial template.)

We do hereby undertake, that,

- i. In the event of acceptance of our bid, the services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform the entire incidental services.
- ii. The prices quoted are inclusive of all charges inclusive of traveling, hardware/manpower etc. for providing the desired services FOR.
- iii. We agree to abide by our offer a period of 15 Days from the date fixed for opening of the tenders and we shall remain bound by a communication within that time.
- iv. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions.
- v. We do hereby undertake, that until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract shall constitute a binding contract between us.

I/ We hereby, undertake that we shall not ask for any other charges than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding lodging, communication etc, for successful implementation of the project at site.

Dated :

Company Seal

Name &amp; Signature

Name of Agency  
Full Address

## AGREEMENT FORM

Agreement made this \_\_\_\_\_ day \_\_\_\_\_ of One thousand \_\_\_\_\_  
between \_\_\_\_\_

(hereinafter called the Firm/Company) of the one part and the **Head Department of Botany**, university of Rajasthan, Jaipur. (hereinafter called the University) of the other part.

WHEREAS the Firm/Company has tendered for Supply of Equipmnts EMD as per details given in **Chapter-2 of this tender to the University of Rajasthan, Jaipur.** (hereinafter called "The Tendering Authority") as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the Firm/Company has deposited with the Tendering Authority the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security for the fulfillment of the Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows :

The Firm/Company has accepted the contract on the terms and conditions set out in the tender notice no. \_\_\_\_\_ dated \_\_\_\_\_ as well in the acceptance of tender no. \_\_\_\_\_ dated \_\_\_\_\_ which shall hold good during period of this agreement.

Upon breach by the Firm/Company of any of the conditions of the agreement the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the university of Rajasthan to claim damages for antecedent breaches thereof on the part of the Firm/Company and also to reasonable compensation for the loss occasioned by the failure of the Firm/Company to fulfil the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive of the amount of such compensation payable by the Firm/Company to the University.

Upon the determination of this agreement whether by efflux ion of time or otherwise the said deposit shall after the expiration of \_\_\_\_\_ months from the date of such determination be returned to the Firm/Company but without interest and after deducting there from any such due by the Firm/Company to the University under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one months notice in writing without compensating the Firm/Company.

In witness whereof the said \_\_\_\_\_ hath set his hand hereto and the Tendering Authority has on behalf of the University of Rajasthan affixed his hand and seal thereto the day and year first above written.

The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the Tendering Authority to the Bidder as hereinafter mentioned the Bidder hereby covenants with the Tendering Authority to provide the services and to remedy defects therein conformity in all respects with the provisions of the contract.

The Tendering Authority hereby covenants to pay the Bidder in consideration of the provision of the 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.

If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to obtain services from else other organization after giving due notice to the Bidder on the amount and at the risk of the Bidder without cancelling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

In the event of action to be taken, the Firm/Company shall be liable for any losses, which the Tendering Authority may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

**FIRM/COMPANY  
Jaipur.**

**Head Department of Botany, University of Rajasthan,**

**on behalf of the University of Rajasthan,  
Jaipur**

**Witness 1-**

**2-**

PERFORMANCE SECURITY FORM

To,  
(Name of Indenter)

WHEREAS \_\_\_\_\_ (Name of Bidder) hereinafter called " the Bidder " has undertaken contract No. \_\_\_\_\_ dated, \_\_\_\_\_ 20 \_\_\_\_\_ to render services hereinafter called the Contract"

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a bank Guarantee by a Nationalised bank for the sum specified therein as security for compliance with the Bidder's performance obligation in accordance with the contract.

AND WHEREAS we have agreed to give the Bidder a guarantee :

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of \_\_\_\_\_ (Amount of the guarantee in words and figure) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

The guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
Signature and Seal of Guarantors

\_\_\_\_\_  
\_\_\_\_\_

Date : \_\_\_\_\_

Address : \_\_\_\_\_

**COMMERCIAL BID**

<b>Tender Inviting Authority: Head Department of Botany, University of Rajasthan, Jaipur</b>						
<b>Name of Work: Supply of EQUIPMENTS</b>						
<b>NIB. NO. Bot\store\2024/..... Dated-.....</b>						
<b>Bidder Name:</b>						
<b>PRICE SCHEDULE</b> (This Commercial Bid must not be modified /replaced by the bidder and the same should be put in the separate envelope after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name, Description of the quoted item and Respective Values only)						
<b>S.No. as per Technical Specification</b>	<b>Name of Description</b>	<b>Basic Rate Per Unit(Rs.) (including GST)</b>	<b>Quantity</b>	<b>SGST Without tax</b>	<b>CGST Rs. + SGST</b>	<b>Total Rate Per Unit Rs. With tax (3+4)</b>
<b>1</b>	<b>2</b>			<b>3</b>	<b>4</b>	<b>5</b>
1	Thermo Scientific Atomic Absorption Spectrophotometer		1			
2	Rotary Evaporator		1			
3	Refrigerator		2			

**Dated:****Signature of Firm/Company with Seal****Name:****Full Address:****Mobile No. :****Note:**

- All the costs should be quoted in Indian Rupees and should be fixed on lump sum basis. No escalation of cost will be allowed under any circumstances.
- Bidder must quote for every column of the price schedule. Do not write Zero, Nil, etc in any column.
- The rates are F.O.R. the respective Departments of the University of Rajasthan, Jaipur
- University shall not pay separately any specific statutory taxes/ service charges to any authority.
- No hidden charges will be allowed, if any
- Grand Total should be written both in words and figure.
- Quoted rates must be inclusive of all charges by way of packing forwarding incidental of transit charges Including transit insurance, octroi and any other levies or duties etc. and transportation of material up to University colleges/departments/centres. Rates are F.O.R.