

Department of Physics
University of Rajasthan, Jaipur

No. RV/Physics/HOD/E-Procurement/2022/437 Date: 03/08/2022

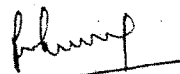
Notice of Bid

Online Bids are invited for the purchase of *X-ray Photoelectron Spectroscopy (XPS) with Ultraviolet Photoelectron Spectroscopy (UPS) unit* in the Department of Physics of Rajasthan University, Jaipur till the date 25.08.2022 and up to 2.30 PM. The interested firm/company/ Bidders may download bid form from the website <http://eproc.rajasthan.gov.in> e-procurement portal and also from the websites www.uniraj.ac.in and <http://sppp.rajasthan.gov.in>

UBN No. URA2223GLOB00072

Date

HIB: URA2223A0026



Head, Department of Physics

University of Rajasthan, Jaipur
Head of the Dept. of Physics
University of Rajasthan, JAIPUR

Department of Physics
University of Rajasthan, Jaipur

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UBN No.

Date



Head, Department of Physics

University of Rajasthan, Jaipur
Head of the Deptt. of Physics
University of Rajasthan, JAIPUR

FORM No.....

RECEIPT No.....

UNIVERSITY OF RAJASTHAN

Jawahar Lal Nehru Marg,
Jaipur - 302004, India

BID FORM



Procurement of Equipment (XPS and UPS unit)

(Purchase of Equipment on CMC)

Bid No. and Date	RU/Physics/HOD/E-procurement/2022/437 Dated 03-08-2022
Estimated cost of Bid	480.00 Lakhs
Related Websites	http://eproc.rajasthan.gov.in www.uniraj.ac.in , www.sppp.rajasthan.gov.in
Name of the Contact person	Head, Department of Physics
Contact No.	0141-2711239
Address for Correspondence:	Head, Department of Physics, University of Rajasthan, JLN Marg, Jaipur, Rajasthan (India) 302004
Office Telephone No.:	0141-2711239
Office Fax No.	0141-2711239
Office E-Mail Address:	uordepartmentphysics@gmail.com

University of Rajasthan, Jaipur

Ph.: 0141-2711239

website: www.uniraj.ac.in

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. 5000/- (Rs. Five thousand Only)** in favour of **Head, Department of Physics, University of Rajasthan, Jaipur**, payable at Jaipur.

(2.) Processing Fee:

Bank Demand Draft/ Banker's Cheque Detail:

Number:**Dated:** **Bank Name:**.....

For **Rs. 1000/- (Rs. One thousand Only)** in favour of **MD, RISL, Jaipur**.

(3.) EMD:

Bank Demand Draft/ Banker's Cheque Detail:

Number:**Dated:** **Bank Name:**.....

For **Rs./- only (Rs.)** in favour of **Head, Department of Physics, University of Rajasthan, Jaipur**, payable at Jaipur.

University of Rajasthan, Jaipur
Procurement of Equipment in the Department of Physics

Name of Item	Particular
Procuring Entity	Head, Department of Physics, University of Rajasthan, Jaipur
BID No.	RU/Physics/HOD/E-procurement/2022/437 Dated 03-08-2022
Bid Amount	480.00 Lakhs
(1) Bid Security, (2) Bid Form Fee/Cost (3) RISL processing fee	Rs. 9.60 Lakhs Rs. 5000/- Rs. 1000/- in favour of MD, RISL, Jaipur
Date of Issue of Bid Document	05.08.2022 at 03:00. p.m.
Last Date for the Submission of Technical and Financial Bids	25.08.2022 at 02:30 p.m.
Date, Time, and Venue of Pre-Bid Conference	10.08.2022 Time: 03:00 P.M. Syndicate Hall, UOR, Jaipur
Date & Time of Opening of Technical Bid	25.08.2022 Time: 03:00 P.M.
Web addresses for details	http://eproc.rajasthan.gov.in ; www.uniraj.ac.in ; www.sppp.rajasthan.gov.in
Validity period of the bid	90 days from the date of opening of technical Bid
Name of the Company/Firm	
Name of Contact Person	
Address of Company / Firm for Correspondence:	
Office Telephone No.:	
Office Fax No.	
Office E-Mail Address:	

All the fees will be accepted only in the form of Demand Draft/Banker Cheque on the name of **Head, Department of Physics, University of Rajasthan, Jaipur** payable at Jaipur.

Bid Index

(BID No RU/Physics/HOD/E-procurement/2022/437 Dated 03-08-2022)

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Department of Physics
University of Rajasthan, Jaipur

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UBN No.

Date



Head, Department of Physics

University of Rajasthan, Jaipur
Head of the Deptt. of Physics
University of Rajasthan, JAIPUR

Notice Inviting BID (NIB)

Single stage, two-envelopes unconditional E-bids are invited for the procurement of *X-ray Photoelectron Spectroscopy (XPS) with Ultraviolet Photoelectron Spectroscopy (UPS) unit* from eligible Manufacturers/Direct Importer firms by the Head, Department of Physics, on behalf of the University of Rajasthan, Jaipur as below:

S. No.	Description of Services	Estimated cost (each unit)	Bid Security	Bid form fees	E-Bidding Process Fee
1.	X-ray Photoelectron Spectroscopy (XPS) with Ultraviolet Photoelectron Spectroscopy (UPS) unit	4.80 Crore	As applicable	5000/- INR	1000/- INR


1. Important dates of Bidding process:

S. No.	Date & time of start of download of bid document	Date & time of pre-bid meeting	Last date & time for download of bid document	Last date and time for receipt of bid	Date & time of bid opening (Technical Bid)
1.	05.08.2022 at 03:00 P.M.	10.08.2022 at 03:00 (Syndicate Hall, University of Rajasthan, Jaipur)	25.08.2022 up to 02:30 P.M.	25.08.2022 up to 02:30 P.M.	25.08.2022 03:00 P.M.

- A **Pre-Bid Meeting/Conference** will be held as per above schedule i.e., at 03.00 PM on dated 10.08.2022 in the Syndicate Hall, University of Rajasthan (UOR), Jawahar Lal Nehru Marg, Jaipur to clarify the issues and to answer questions on any matter that may be raised at that stage. After pre-bid meeting necessary changes in bid conditions can be done. Bid should be submitted On-line on website <http://eproc.rajasthan.gov.in> after pre-bid meeting including all the clarifications/modifications/ amendments. Corrigendum/addendum shall be an integral part of terms & conditions of bid which shall be duly signed and attached with the bid document by the bidder.
- Detailed terms and conditions of bid may be downloaded/seen on the website <https://sppp.rajasthan.gov.in/> and www.uniraj.ac.in or in the office of the **Head, Department of Physics**, University of Rajasthan, Jaipur.
- The Bid form fee Rs. 5000.00 (downloaded from the website), Bid Security amount 9.60 Lakhs (Form of Bid-Securing Declaration (**BF-II**) in bid condition) should be paid by D.D./Banker cheque in favor of **Head, Department of Physics, University of Rajasthan, Jaipur** payable at Jaipur and processing fee of Rs.1000.00 of D.D./Banker cheque in favor of **MD, RISM, Jaipur** payable at Jaipur. The MSME/SSI Unit of Rajasthan shall submit Format of affidavit for EM-II (**BF-VI**) for purchase preference rules. The bid document cost, processing fee and bid security shall be deposited physically along with technical bid submissions sheet in the office of **Head, Department of Physics**, University of Rajasthan, Jaipur by D.D./Banker cheque before the last date and time of bid submission.

6. The technical bids shall be opened at 03.00 PM on dated 25.08.2022 or as amended in the presence of the bidders or their representatives, who wish to be present.
7. The bid shall only be submitted through e-procurement portal <https://eproc.rajasthan.gov.in> of Govt. of Rajasthan. Bids shall not be accepted in physical form in any condition.
8. The University of Rajasthan is not bound to accept the lowest bid and may reject any or all bids without assigning any reason there for.
9. The bidders shall have to submit a valid GST Registration No. along with copy of GST Clearance Certificate for the year 2018-19, 2019-20, 2020-21 and 2021-22, if audited, and the 'PAN' No. issued by Income Tax Department (copy of both documents may be enclosed).
10. It is clarified that the information required in bidding document should be submitted only in enclosed format without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.
11. Information of award of contract will be communicated to all participating bidders on the **website** www.uniraj.ac.in and www.sppp.raj.nic.in. Please note that individual bidder will not be intimated.
12. The price/rates of complete package of procurement as per scope of works shall only be uploaded in financial bid on the website www.eproc.rajasthan.nic.in
13. Enclose Average Gross Annual Turnover statement (BF-IX) certified by CA.
14. Enclose declaration by the bidder regarding Qualifications (BF-V).
15. MSME/SSI Units shall submit Format of affidavit for EM-II (BF-VI)
16. Authorization from Principal Manufacturer in case of Direct importer. (BF-IV)
17. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.

Note: -If any amendment/clarification is carried out in the scope of work and bid terms & conditions following pre-bid meeting or any other information, the same will also be uploaded on university website www.uniraj.ac.in; www.sppp.raj.nic.in and www.eproc.rajasthan.gov.in will not be published in newspapers. It will not be intimated to individual bidder. In case any inconvenience is felt, please contact over telephone number i.e., 0141-2711239 or queries may be e-mailed on address "uordepartmentphysics@gmail.com"


Head, Department of Physics
University of Rajasthan
Jaipur
 Head of the Deptt. of Physics
 University of Rajasthan, JAIPUR

Chapter-3

Disclaimer

The information contained in this bid document for proposed procurement or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the Head, Department of Physics, University of Rajasthan, Jaipur or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this bid and such other terms and conditions subject to which such information is provided to the Bidder.

Whilst the information in this bid has been prepared in good faith and contains general information in respect of the proposed procurement, the bid is not and does not purport to contain all the information which the Bidder may require.

Neither the Head, Department of Physics, University of Rajasthan, Jaipur, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed procurement, or makes any representation or warranty, express or implied, with respect to the information contained in this bid or on which this bid is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This document is not an agreement and is not an offer or invitation by the Head, Department of Physics, University of Rajasthan, Jaipur, Rajasthan. (Here in after referred to as "Procuring Entity") or its representatives to the prospective Bidders or any other person. The purpose of this bid document is to provide interested parties with information to assist the formulation of their Proposal/offer. The information contained in this bid document is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to connect any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed procurement.

This bid document includes certain statements, estimates, and targets with respect to the procurement. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the procuring entity, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this bid document is, or should be relied on as, a promise, representation, or warranty. Bid document and the information contained therein is meant only for those applying for this procurement, it

may not be copied or distributed by the recipient to third parties or used as information source by the Bidder or any other in any context, other than applying for this proposed procurement.

The Procuring Entity is, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this bid document or arising in any way for participation in this Bidding process.


The Procuring Entity also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this bid document.

The Procuring Entity may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this bid document.

The issue of this bid document does not imply that the Procuring Entity is bound to select a bidder or to appoint the Selected Bidder or Bidder for the procurement and the Procuring Entity reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Procuring Entity, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Procuring Entity shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.

Any information/documents including information/ documents pertaining to this bid or subsequently provided to Bidder and/or Selected Bidder and information/documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the procurement is not subject to disclosure as public information/documents.


Head, Department of Physics,
University of Rajasthan
Jaipur
Head of the Deptt. of Physics
University of Rajasthan, JAIPUR

Chapter-4

Instructions to Bidders


Before filling up of bid form, kindly go through the following instructions carefully so that your bid may not be considered invalid:

1. Kindly go through the terms and conditions, annexure, and other forms of the document carefully and meticulously.
2. It is expected from all bidders that they will ensure that documents to be used in bid set will be given to a reliable person only, and that only a fully reliable person shall be authorized for DSC. So that the confidentiality of our bid/ rates is maintained up to bid opening & that your documents are put to any misuse.
3. Complaints lodged in UOR, Jaipur should bear signature, name, Id proof and mobile number of the complainant. This is important as UOR, Jaipur has received many complaints in the past on letter heads of certain companies who later denied having made the complaint upon their verification. Rather, a few companies have asked UOR, Jaipur to take action against that person who has fraudulently made use of their letter heads. Therefore, unauthenticated complaints may not be acted upon.
4. In case you are given any assurance of any advantage in UOR, Jaipur by anybody or if you are directly or indirectly threatening or intimated of harming your bidding & subsequent work in UOR, Jaipur, please inform immediately about the same to Head Department of Physics, UOR, Jaipur. It would be better if evidence of such unfair activity of such person is produced so that action can be taken against such person/institution and their details can be put on the website.
5. It is advisable for you to authorize only those persons for university bid who are employed in your firm on salary basis.
6. Certificates/Licenses/Documents which are required should be complete and updated.
7. Bid form can be downloaded from "<https://eproc.rajasthan.gov.in>." The bid form fee @ Rs. 5000.00 downloaded from the website, bid security (as applicable) and processing fee of Rs.1000.00 of R.I.S.L. shall be submitted in the form of D.D./Banker cheque in favor of Head, Department of Physics, University of Rajasthan, Jaipur respectively (payable at Jaipur). The Bid form fee, processing fee and Bid Security shall be deposited physically in the office of Head, Department of Physics, University of Rajasthan, Jaipur, along with technical bid submission sheet **(BF-I)** before the last date and time of bid submission.
8. Bid form fees RISL processing fee and bid security should be submitted separately for each bid. Bid form fees are non-refundable.

9. The average gross annual turnover of the bidder shall be as per **format** for last three years. The turnover statement (**BF-IX**) duly certified and signed by Chartered Accountant shall be submitted along with bid, failing which the bid shall be rejected.
10. Bid form must conform the terms & conditions of the bid documents.
11. Bid received after prescribed date and time will not be considered.
12. A pre-bid meeting will be held as per above schedule i.e., at 03.00 PM on dated 10.08.2022 in the Syndicate Hall, University of Rajasthan, JLN Marg, Jaipur-302004 to clarify the issues and to answer questions on any matter that may be raised at that stage. After pre-bid meeting necessary changes in bid conditions can be done. Bid should be submitted on-line after pre-bid meeting including all the clarifications/modifications/ amendments. Corrigendum/addendum shall be an integral part of terms & conditions of bid which shall be duly signed and attached with the bid document by the bidder.
13. Correspondence with the University regarding these bids by the authorized signatory of the firm shall only be entertained.
14. Bids received after the specified time and date shall not be accepted and shall be not opened.
15. The technical bids shall be opened at 03.00 PM on dated 25.08.2022 or as amended in the presence of the Bidders or their representatives who wish to be present.
16. The University of Rajasthan, Jaipur is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.
17. The bidders shall have to submit a valid 'GST Registration Certificate and GST clearance certificate/affidavit from the concerned Department and the 'PAN' issued by Income Tax Department.
18. It is clarified that the information required in bidding document should be submitted without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.
19. You are required to prepare a single PDF file for the entire bid document and then it should be uploaded on the website "<https://eproc.rajasthan.gov.in>". Bid document if not prepared as single PDF file, the website may not accept second and onward parts of the bid.
20. The declaration of technical bid in respect of responsive/nonresponsive bidders shall be uploaded on websites: www.uniraj.ac.in, www.sppp.raj.nic.in and <https://eproc.rajasthan.gov.in>. Similarly, information regarding Financial Bid (L-1) shall also be provided to bidders on above websites. Individual bidders may not be informed separately.
21. Brief Description of Bid Process:
 - a. This Bid is based on Single stage two envelope online website system <https://eproc.rajasthan.gov.in>, www.sppp.raj.nic.in and www.uniraj.ac.in,

- b. BID shall be considered as filled on online website: <https://eproc.rajasthan.gov.in> only.
 - c. Each page of the technical and financial bid should be signed by the authorized person and duly stamped of the firm.
 - d. Bid and attached documents forms should be in either Hindi or English language. Bid and related documents in other language will not be considered.
 - e. The Bidder himself will bear all the expenses incurred while receiving or filling the Bid or presenting it before the department and the explanation, if any. Department will not pay any amount for this purpose.
 - f. It is expected that bidder will have full knowledge of the website, the terms of the Bid and all other local laws and circumstances. Failure to do so, only the bidder will be responsible for any damages and other effects. The department will not be liable for any interference or damages.
 - g. Bid should be valid for 90 days after the last date of submission. Bid with short validity from the last date of submission will not be considered.
22. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.

Note: - If any amendment is carried out in the bid specifications and terms & conditions following pre-bid meeting, the same will be uploaded on the departmental website **Error!**
Hyperlink reference not valid. uordepartmentphysics@gmail.com


Head, Department of Physics
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Jaipur
Head of the Dept. of Physics
University of Rajasthan, JAIPUR

Chapter-5

Scope of Work

Item's Name: X-ray Photoelectron Spectroscopy (XPS) with Ultraviolet Photoelectron Spectroscopy (UPS) unit

We are looking for a multiuser XPS-UPS facility. This will be handled by multiple users therefore it should be rugged and friendly to operate. The system will be used for performing standard as well as advanced surface analysis. It should be capable of handling various types of hard and soft samples and obtain detailed chemical information of bulk powder, nano-structured and thin film of materials including insulators, semiconductors, metals, alloys, ceramics, glasses, polymers, biomaterials, composites, organic compounds etc. The equipment should be of high energy resolution, sensitivity and stability along with low noise electronics irrespective of the sample type. The equipment should be integrated with automatic and appropriate acquisition, control and analyzing software supported by Windows OS.

	XPS with UPS and depth Profiling Specifications along with accessories
1.	<p><u>System</u></p> <p>System should be a state-of-the-art XPS (X-ray Photoelectron Spectrometer) system with a high degree of automation. It should be able to characterize various types of samples and obtain detailed chemical information of bulk powder, nano-structured and thin film of materials including insulators, semiconductors, metals, alloys, ceramics, glasses, polymers, biomaterials, composites, organic compounds etc. using X-ray photoelectron spectroscopy (XPS) and Ultraviolet photoelectron spectroscopy (UPS). System should include imaging, survey spectra, narrow region spectra, depth profiling, angle-dependent studies and UPS analysis along with the software to match for running the experiments for both qualitative and quantitative data analysis with high precision. The equipment should be of very high energy resolution, sensitivity, and stability along with low noise electronics irrespective of sample type. The equipment should be integrated with automatic and appropriate acquisition, control and analysing software supported by Windows OS.</p> <p>A fully automated system of operation will be preferred.</p> <p>The UHV system should have a two-chamber configuration, consisting of an analysis chamber and sample introduction chamber.</p>
2.	<p><u>Samples</u></p> <p>System should be able to characterize various types of hard and soft samples and obtain detailed chemical information of bulk powder, nano-structured and thin film surfaces and interfaces of materials including insulators, semiconductors, metals, alloys, ceramics, glasses, polymers,</p>

	<p>biomaterials, composites, organic compounds by using X-ray photoelectron spectroscopy (XPS) and Ultraviolet photoelectron spectroscopy (UPS).</p>
3.	<p><u>X-ray source</u> System should be fitted with a monochromated Al K-alpha X-ray source with Rowland circle quartz crystal for high resolution and high sensitivity with micro-focused X-ray beam and with a UV source. Required Specifications are: a. Acceleration voltage - minimum 10 kV. b. Power of the X-ray beam should be mentioned (preferably 100 – 200 W or lesser). c. X-ray spot size should be ≤ 10 micrometer to ≥ 300 micrometer or wider. The spot size selection should be variable in 5 micrometer steps or less from the smallest to largest available spot to facilitate matching the analysis area. Specify smallest to largest area covered. The twin Anode Al K-alpha and Mg K-alpha system may be quoted separately.</p>
4.	<p><u>Sensitivity/ Resolution</u> The ultimate XPS energy resolution from conducting samples should be ≤ 0.50 eV or better (FWHM measured on Ag 3d_{5/2}) and on non-conducting samples ≤ 0.82 eV or better for component on PET sample. This performance must be guaranteed on a clean polyethyleneterephthalate (PET) sample. The vendor must specify and provide the justification for how this requirement is met. Preference would be given to a system with higher intensity/cps using lesser X- ray power and with higher spectral resolution. The following XPS count rate as a function of the analysis area should be met: 1. 50 Kcps or better at 10 micrometer spot size 2. 100 Kcps or better at 50 micrometer spot size 3. 6Mcps or better at 300 micrometer or wider spot size Vendors should mention their achievable sensitivity at 150 W power or lesser for comparison. All intensities refer to the maximum count rate in the Ag 3d_{5/2} photoelectron peak of a cleaned silver sample excited by monochromated Al Kα radiation. Clear evidence of specifications should be enclosed. If needed, sample analysis will be required to prove the desired parameters.</p>
5.	<p><u>Introduction chamber</u> a. The instrument must have a UHV compatible entrance chamber. This sample introduction chamber should allow entry of samples into the main analysis chamber automatically without any manual insertion. b. It should be provided with a camera that gives a global view of the sample holder. c. The introduction chamber must have an air cooled turbo-molecular pump backed up by an oil free backing rotary pump.</p>
6.	<p><u>Analysis chamber</u> The chamber should have Mu-metal or equivalent shielding to facilitate low noise XPS measurements. The details are: a. The chamber should have a high-quality optical camera to view and</p>

	<p>locate small areas of analysis (<10micrometer or less) of the sample with 100% confidence.</p> <ul style="list-style-type: none"> b. The analysis chamber should have single piece precision machined alloy to combine optimum magnetic field shielding with precision component alignment along with X-ray protection to facilitate low noise XPS and UPS measurements. c. Sample insertion into the main analysis chamber should be automated and rapid with no manual intervention. The UHV must be retained after sample introduction. Gate valves must be of high quality. d. The analysis chamber should have a combination of appropriate vacuum pumps (TMP, titanium sublimation pump, backing pumps etc.) to achieve the required vacuum levels. e. The chamber should be bakeable and it must have integrated heater and heating enclosures with no requirement of removal of any electrical cable and it should be performed by software. The Electron optics inside the analysis chamber should also be shielded so that analysis is not affected by magnetic field. f. The analysis chamber base pressure after baking and cooling should be guaranteed at a clean vacuum of $\sim 5 \times 10^{-10}$ mbar or better to achieve the desired sensitivity for ultra-high vacuum (UHV) surface analysis. g. A set of safety and interlock features protecting the integrity of vacuum system, in -vacuum components and electronics in case of power failure, vacuum failure and disruption of water supply, should be provided. h. Both the chambers (Introduction & Analysis) should have vacuum gauges that can be read from the computer. i. All the pumps/valves should be controlled by system software. j. The main chamber should have provision of ports for all standard accessories as well as the optional parts.
7.	<p><u>Sample holder Stage manipulator</u></p> <ul style="list-style-type: none"> a. Vendor should specify the acceptable sample size from minimum to maximum in area and thickness. Sample stage movement should allow analysis of samples of different sizes ≥ 50 mm in diameter and up to 20 mm thick with an option to place ≥ 20 samples at a time. b. Dedicated sample holders for solids, thin films, powder, fibres and angle dependent studies should be provided. The holder should be able to hold multiple samples including large area samples. c. Should have capability of motorized movement in X, Y, Z, tilt and rotation with high stability and low drift. All the five axes should be motorized and should be controllable from the system software. d. Standard samples of Au, Ag, Cu should be Inbuilt for calibration and alignment. Phosphor screen for X-ray beam alignment is also required. e. Labelling of the samples for easy identification of the samples should be available. f. Additional quotes for temperature variation of the sample in the preparation chamber or analysis chamber may also be given. g. Possibility of a sample holder with controlled electrical bias to samples during UPS should be mentioned and quoted separately.
8.	<p><u>Charge Neutralizer system</u></p>

	<p>The instrument should be equipped with a robust charge neutralization system, with minimum adjustable parameters, for charge neutralization on electrically non-conducting samples (with a combination of low energy ions and low energy electrons). The neutralization should be effective, easy to handle and software controlled. Less operator intervention is preferred. The capability of neutralization should be demonstrated by C1s peak from clean polyethylene terephthalate (PET)</p> <ol style="list-style-type: none"> Charge neutralization should be possible during depth profiling analysis also. The capability of neutralization should be demonstrated on polyethylene terephthalate - PET with FWHM less than 0.82 eV for the O-C=O peak in the carbon 1s spectrum with a minimum sensitivity of ≥ 15 kcps.
9.	<p><u>Detector - Electron energy analyser</u></p> <ol style="list-style-type: none"> The electron energy analyzer should comprise a 180° hemispherical analyzer with a mean radius of ≥ 120 mm. The energy scan range should be from 100 to 1400 eV or wider. Minimum energy step size at different Pass Energies must be specified by the vendor. The selectable analysis area of the sample should be variable from ≤ 10 micrometer to ≥ 300 micrometer for wider analysis. The analyser should be able to acquire XPS measurements in both the spectroscopy and mapping analysis modes with at least 128 channels. The principle of spectrometer including lens, electron analyser and detectors as well as their performance criteria should be specified and defined.
10.	<p><u>Mode of analysis</u></p> <p>The analyser should have the capability of obtaining chemical maps. Lateral resolution should be specified.</p> <ol style="list-style-type: none"> It should be able to analyse both bulk as well as thin film. Spatial resolution - The system should be capable of quantitative chemical state XPS imaging/mapping with a resolution of 10 micrometer or better. Angle resolved XPS capability with the take-off angle $\pm 90^\circ$ with the smallest step (preferably 1 degree) should be possible. The angle-dependent capability be motorized and controlled with the stage control and maintain the original analysis position as the tilt angle is changed. All 5 axes should be accessible. The instrument should give consistent results among different measuring angles. The angle-resolved capability should be obtained via the setting of the stage controlled and maintaining the original analysis position as the angle is changed. The angle-dependent capability should be controlled with the stage with respect to the original analysis position during rotation. Suitable optical or electron imaging system should be available for navigation on large sample holders. Vendor should specify how this requirement is met.
11.	<p><u>Argon Ion Gun</u></p>

	<p>a. Sputter depth profiling is required to explore the composition below the surface of materials and characterize the multi-layer structures with a monoatomic Ar ion beam. Therefore, the instrument should have the capability for <i>in situ</i> cleaning the samples and effective depth profiling of all inorganic and organic samples using Ar⁺ ion sputter gun with differential pumping. Future upgradation cluster ion source should be available.</p> <p>b. The Ar⁺ ion gun should provide ions with variable energy between 500 eV to 4 KeV or wider.</p> <p>c. Both large and small area modes for depth profiling should be available. Capability of simultaneously multi-point profiling is required.</p>
12.	<p><u>Automation</u></p> <p>The supplied system must include automated features for sample insertion, handling, vacuum control and data acquisition to allow a spectrometer to be operated in a multi user environment along with other analytical techniques. To meet these requirements the spectrometer should include the following functions. To meet these requirements the spectrometer should include the following functions.</p> <ol style="list-style-type: none"> 1. Automated sample transfer 2. Automated vacuum control and gas handling 3. Automatic sample height adjustment 4. Automatic data acquisition for wide scan survey spectroscopy and high-resolution narrow scan data 5. Automatic data interpretation and quantification 6. Automatic data reporting 7. Automatic calibration 8. Simultaneous performing XPS, UPS and depth profiling <p>System should also offer auto calibration for the following functions:</p> <ol style="list-style-type: none"> 1. Energy scale linearity 2. Transmission function 3. X-ray spot size calibration 4. Ion gun modes tuning and alignment 5. Flood gun alignment 6. Electron lens optimisation 7. Detector optimisation 8. Calibration of the system even during sample analysis should be possible without loading of external standard samples/ stage.
13.	<p><u>UV Photoelectron Spectroscopy</u></p> <p>a. UV Photoelectron Spectroscopy with two separate high precision gas admission valves for Helium I and Helium II.</p> <p>b. The data system should be able to start the lamp and operate in He(I) or He(II) modes.</p> <p>c. A gas discharge source capable of operating with noble gases should be</p>

	<p>supplied.</p> <ul style="list-style-type: none"> d. All differential pumping, gas handling and source operation should be software controlled, so that it can be operated from the data system, and used within complex experiments such as depth profiles. e. The standard operation should be configured for use with helium, with the data system able to automatically start the lamp and operate in He(I) or He(II) modes. f. UPS performance should be demonstrated on a clean Ag sample. Under identical spectroscopic conditions, a count rate of ≥ 2 Mcps should be demonstrated when the resolution at Fermi edge is ≤ 120 meV.
14.	<p><u>System software</u></p> <p>Professional data analysis software for up-to-date data processing and evaluation together with reference databases should be specified and demonstrated.</p> <ul style="list-style-type: none"> a. Software should offer full control of the operation including X-ray source, vacuum management, charge neutralizer, sample stage, automatic sample height alignment, automatic depth profiling and sequential angle dependent XPS capable of multitask analysis. All parameters and the sequence of tasks should be possible to be pre-defined by the user. All the software should be pre-installed in the computer and supplied with the system. b. An easy to use and up-to-date software packages should be provided for instrument operation, data reduction and automated analysis. All parameters and the sequence of tasks should be possible to be pre-defined by the user. c. Software should include extensive spectral databases and spectral searching capability for element identification. d. For all software and auto controller features, manual override option is essential. The system should have an ability to be controlled remotely within an internal network or via the internet. e. Data processing should be done on the computer connected to the equipment but also the data processing facility should be made available on at least 5 desktop computers for offline data reduction and analysis. Complete data acquisition and analysis (including identification, peak fitting, and library) should be possible. f. Hardware should be the latest Windows based system with large LCD/LED screen with minimum 24" TFT screen with keyboard and mouse or similar high-performance workstation(s) with fully tested and proven configuration. g. Complete data acquisition and analysis including identification, peak fitting and quantities analysis should be possible and libraries should be possible. h. An up-to-date Software support should be available till the life of the instrument without extra cost.
15.	<p><u>Computer Hardware</u></p> <p>Desktop computer system with the latest specifications and operating system should be provided. The current generation PC (e.g. Intel Core i7</p>

	<p>with latest window operating system, Intel Xeon or equivalent processor, ≥ 8 Gb RAM, ≥ 1 TB hard disk) which supports the software and smooth operation of XPS, UPS, and other attached systems should be included.</p> <ol style="list-style-type: none"> Operating System should be latest window-based with large LED screen $>24''$ TFT Complete data acquisition and analysis including identification, peak fitting and library should be possible. The instrument should allow easy network and exporting of data, images, etc. in standardized formats and have comprehensive remote diagnostics built into the hardware and software. The system should have an ability to be controlled remotely with an internal network or via the internet.
16.	<p><u>Accessories</u></p> <p>The instrument should be delivered with all accessories and spares necessary for at least 10 years to make it fully operating including a recirculating chiller and compressor.</p> <ol style="list-style-type: none"> International branded chiller with adequate capacity (as required for the system) must be supplied to support the system for smooth operation. The chiller must be quoted from the OEM of XPS. Compressor should be noise free. A complete set of system baking kit should be built-in including a baking jacket ($100-130^{\circ}\text{C}$), thermal insulation boards, power supply, temperature controller, safety devices etc. The heating filaments/units while baking should not require any human interference. All optional accessories for the equipment should be specified and quoted.
17.	<p><u>Protection</u></p> <p>The XPS instrument should have a safety protection from damage at power fluctuation, power failure, vacuum and cooling water failure. Branded Online uninterruptible power supply (UPS) with at least one hour of backup for the entire system including water chiller should be provided. Gas lines should be made up of Stainless-steel and vibration free.</p>
18.	<p><u>Manuals & Brochures</u></p> <p>A complete instruction manual in English in electronic version as well as the hard copies should accompany the equipment. Description of all the main functions and operations of that equipment should be included in the manual.</p>
19.	<p><u>Future Upgrade Possibilities</u></p> <p>Complementary techniques which are possible to club with XPS should be quoted in option. For example, the techniques such as: (a) Raman Spectroscopy (b) Reflection Electron Energy Loss Spectroscopy (to measure band gap in semiconductors and analyse carbon content in polymers) with energy resolution of the elastic peak $\geq 0.5\text{eV}$ (c) Bipolar Analyzer for Low Energy Ion Scattering Spectroscopy (ISS) to enable complex experiments like XPS-ISS depth profiles, (d) Ar+Cluster and monoatomic gun (for optimum depth profiling allowing the energy per atom in the clusters vary from from 1 eV to 80 eV or greater controlled by</p>

	software and (e) Auger electron spectroscopy, may be quoted in option.
20.	<p><u>General (Installation, commissioning, training, Guarantee etc.)</u></p> <p>a. Prices: Should be quoted in Indian Rupees as FOR, Univ. of Rajasthan, Jaipur, India.</p> <p>b. Guaranty: Comprehensive 2 years (Minimum) Guarantee for the entire system including all the attachments (such as UPS, chiller and compressor or any other component) should be provided. This should include 2 Preventive Maintenance Visits per year and emergency repairing visits as and when required. Cost of additional comprehensive maintenance contract (beyond 2 years) shall be quoted in Financial Bid. Spares for another next 10 years shall also be available as per CMC contract.</p> <p>c. Experience: The vendor MUST have installed at least five similar instruments in the last five years in reputed Govt. Institutes/organizations. List of users with copies of installation report and contact details (address, e-mail id and phone number) of the users, where instrument has been supplied in the last three years, MUST be provided.</p> <p>d. Demonstration: Once the technical specifications are approved, the vendor should be able to demonstrate his system, at the installed site in India within a stipulated time. This should be included in the total price for a group up to 3-4 persons including all associated costs, travel, accommodation etc.</p> <p>e. Installation, commissioning and training: The supplier should take full responsibility for installation and commissioning of the delivered equipment. An estimated time schedule for installation, commissioning and training should be provided. Training at Univ. of Rajasthan, Jaipur should be provided at free of cost for at least seven days and advanced training for at least for 15 days after completion of installation. The training should include hardware and software operation, maintenance and troubleshooting. A follow-up training should be provided by the supplier's engineer after six to nine months of installation. The training should cover all aspects, i.e. from general operation to relevant hardware maintenance and troubleshooting and also cover all software components. The installation and commissioning of the delivered equipment should be carried out in full satisfaction of the purchaser. The equipment should be tested and results should be confirmed for all kind of standard samples.</p> <p>f. Transportation and Insurance: The instrument should be transported to the installation site and insurance should cover from the supplier factory to installation site with complete responsibility from the vendor.</p> <p>g. Service and support: The vendor should be capable of providing very comprehensive maintenance and fast response service during the guarantee period and thereafter guarantee period. Hand-on/factory trained, and certified service engineers should attend the equipment. The documentation supporting above should be provided. The minimum response time should be mentioned and preferably should be 48 h. The time taken from the intimation of the issue to the service of</p>

	<p>the instrument and there in parts will be added to the warranty period as the extension time. The supplier has to execute a comprehensive maintenance contract (BF-XII) with the consignee.</p> <p>h. The manufacturer and / or their Indian representative should have a qualified and trained service engineer in India (preferably in the state) to be able to attend to at the earliest on loading a complaint. For the warranty period only, factory trained and certified engineers are acceptable to attend the service. A comprehensive service report should be provided by the engineers to be attending the service.</p> <p>i. Pre-installation requirement- Complete technical details of pre-installation requirements should be furnished along with the technical bid.</p> <p>j. Installation and commissioning- Installation, complete interfacing of the system with its subsystems, and commissioning is to be carried out by the vendor's factory-trained engineers, followed by a demonstration of the systems performance.</p> <p>k. All the required specifications must be supported by authentic literature in English and printed brochures from the manufacturers.</p>
21.	<p><u>Spares and consumables</u></p> <p>A list of consumables, spare parts for 5 years of operation should be provided and quoted in the main system and should include the following. The spares and consumable quoted should be for minimum 5 years, minimum of below numbers:</p> <ul style="list-style-type: none"> - X-ray anode kit - Emitter kit - Flood gun filament kit - Ion gun filament kit - Sublimation pump filament kit - General seal set - Depth profiling Ion gun filament kit - Channel plate kit - Cu gaskets - Vacuum gauges/general seal set <p>Note: Please quote above items for next 5 years, in addition to above numbers. Please read carefully CMC. (BF-XII)</p>
22.	<p><u>Vacuum Transfer Holder/Module</u></p> <p>A sample holder capable of transferring samples from a glove box environment to the vacuum system without exposure to air should be supplied. The sample holder should be able to transfer samples into the vacuum system without operator intervention once the transfer vessel has been introduced into the sample load-lock. A safe degassing stage should be provided so that any such samples don't contaminate the analysis chamber.</p>
23.	<p><u>Operator</u></p> <p>A fully skilled and trained operator should be provided by the vendor for a period of at least 18 months for full operation, maintenance and analysis of the system i.e. offer the system on turnkey basis. Operator should be technically sound and trained well on XPS who can train the users for its</p>

	operation, data analysis and industrial support. The 18 months period shall be applicable for the date of installation.
24.	<p><u>Local Items</u></p> <p>These items should be provided by the vendor:</p> <ul style="list-style-type: none"> a. 2 Nos. of AC, 2 Tons each with stabilisers b. 2 Nos. N₂, 1 Nos Argon, 1 Nos of He gas cylinder with DS regulator c. Ar gas purifier and moisture absorber d. SS or compatible tubing for connection with XPS e. Gas Purification Panel with gas filters
25	<p><u>Additional Software Licenses</u></p> <p>System should be offered with additional 5 Nos. of software licenses for offline data processing.</p>
26	<p><u>Time of delivery and Price</u></p> <p>Time from order to delivery should be clearly stated by the vendor. Total price should be inclusive of all the payable taxes, up to University of Rajasthan, Jaipur, India.</p>
27	<p><u>Preparation of site</u></p> <p>Only a room with electrical connections will be provided suitable for XPS installation. All the other preparation like (a) glass partition with aluminium (b) flooring (c) furniture (one table and two branded chairs) (d) air conditioning to maintain temperature and humidity (e) false ceiling (f) gas plumbing (g) electrical wiring and other works like socket, power connection and earthing etc will be provided by the vendor.</p>
28	<p><u>Technical and other selection criteria</u></p> <ul style="list-style-type: none"> i. Robust and well performing system (with above specifications) ii. Strength of precision, Quantitative and qualitative data acquisition and analysis ability. iii. Sample throughput iv. Accuracy of the measurement. v. Ease of operation. vi. Specs such as; detection limit, sensitivity, energy resolution, spatial resolution, depth resolution in profiling, image profiling, angle resolution, measurement area (Minimum area to largest area), Spectroscopic image resolution, sample size limits; number of samples on holder, Analysis time: (i) for survey scan to measure the amount of all detectable elements, (ii) for high resolution scan for chemical state differences, (iii) depth profiling for 4-5 elements as a function of etched depth. vii. Versatility of the system. viii. Completeness of the system as described above (#1 to 27). ix. Options to enhance system capability by adding on other techniques/facilities. x. Software features and performance. xi. Up-to-date software availability and support through the life of the system. xii. Online BE database. xiii. Handbook with mono spectra. xiv. Excellent charge compensation system.

xv.	Highest count rate per second.
xvi.	Auto focusing.
xvii.	Depth profile maps, Capture movies of profile per cycle.
xviii.	Macros for collecting & processing.
xix.	Advanced angle dependent software. Include film thickness algorithms.
xx.	Self-training videos (5-10 minutes each)
xxi.	Ability to control etch time for all etch cycles
xxii.	Ability to fracture wafers, scratch surface, anneal and etch sample in UHV
xxiii.	Excellent spectra plot formats.
xxiv.	Long life detectors.
xxv.	High resolution, accurate and stable hemispherical analyzer.
xxvi.	Long life X-ray source.
xxvii.	Parallel imaging.
xxviii.	Azimuthal rotation for profiling.
xxix.	Peak-fitting of profiles.
xxx.	Advanced smoothing algorithms.
xxxi.	Bright lights to see inside the UHV chamber.
xxxii.	Clean UHV.
xxxiii.	After sales Application support.
xxxiv.	Delivery within a reasonable time frame.
xxxv.	Service and user support.
xxxvi.	Cost

Compliance Statement for Technical Specifications of the X-ray Photoelectron Spectroscopy (XPS) with Ultraviolet Photoelectron Spectroscopy (UPS) unit (for each point 1 to 28),alongwith accessories, in the following format, MUST BE COMPULSORILY submitted by the bidder.

Sr. No	Tender Specifications	Quoted Specifications	Compliance Yes/No	Remarks	Deviation, if any
1.					
2.					
3.					
4.					
-					
-					
-					
-					
-					
Contd. Up to point 27					

Chapter-6

Bid Data Sheet

(Section-II: Bid Data Sheet)

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Clause No.	Description
1.	Introduction
1.1	NIB No RU/Physics/HOD/E-procurement/2022/437 Dated 03-08-2022
	The Procuring Entity is: Head, Department of Physics, University of Rajasthan, JLN Marg, Jaipur Pin. 302004 <i>Tel. No. 0141-2711239</i> <i>Email: uordepartmentphysics@gmail.com</i> <i>Website: www.uniraj.ac.in</i>
1.2	The expenditure on the subject matter of procurement will be met by budgetary resources of Demanding Officers/Indenting officers of concerned department. The goods and related services to be procured are items X-ray Photoelectron Spectroscopy (XPS) with Ultraviolet Photoelectron Spectroscopy (UPS) unit with two year's guarantee and 5 years CMC after completion of guarantee period.
1.3	The contract period after opening of technical bid for placement supply order shall be 6 months or as per conditions.
2.	Bidding document
2.1	Bids are invited from manufacturers/ direct importers.
2.2	The price of the bidding document is: Rs. 5000.00/- (Rs. 2500.00/- for SSI Units of Rajasthan)
2.3	RISL processing fee: Rs. 1000.00/-
2.4	Bid Security: 2% of the indicative quantity or 9.60 Lakhs, whichever is less or as mentioned in the document.
2.5	The Pre-bid meeting will be held at Syndicate Hall on 10.08.2022 at 03.00 p.m. in University of Rajasthan, Jaipur
2.6	Last date for Issuance of Bid Document on dated 25.08.2022 up to 02.30 p.m.
2.7	Last date & Time for submission of Bids on dated 25.08.2022 up to 02.30 p.m. Date & Time of opening of (Technical Bid) Bids on dated 25.08.2022 at 03.00 p.m.
2.8	Joint venture will not be allowed.

	<p>Address for Correspondence and Clarifications: Head, Department of Physics, University of Rajasthan, Jaipur, Rajasthan, J L N Marg, Jaipur Pin. of Tel. No.: 0141-2711239 Email Address: uordepartmentphysics@gmail.com</p>
3.	Preparation of Bids
3.1	<p>The Bidder shall upload with its Technical Bid Submission Sheet (BF-II) the following documents:</p> <ul style="list-style-type: none"> (a) Bid Security, RISL Processing fee and Bid document cost (Copy of Challan/DD/Banker Cheque) (b) In case of Indian Manufacturer, valid Manufacturing License from Competent Authority, <i>if applicable</i>, Acknowledgement of EM-II Memorandum/IEM/ Registration of SSI unit, copy of the document be enclosed. (c) In case of direct Importer, Import-Export Code (IEC) Certificate and Permission/ Authorization for sale from the foreign principal manufacturer (BF-IV). (d) The Average gross annual turnover of the bidder shall be submitted in Format (BF-IX). (e) Declaration by the Bidder Regarding Qualifications (BF-V). (f) Declaration of Manufacturer/Direct Importer (BF-III). (g) Authorization of the Bidder by the Firm (BF-XIV). (h) Bidders shall have to submit a valid 'GST' clearance certificate from the concerned Commercial Taxes Officer or affidavit and the 'PAN' issued by Income Tax Department. (i) USFDA Certificate/CE Marking/ISO/BIS.....etc., <i>as applicable</i>. (j) Verification of Bid (BF-XV). (k) Any other required document.
3.2	<p>The Bidder shall physically submit with its Technical Bid Submission Sheet (BF-I) the following documents: DD/Banker Cheque for Bid Security, RISL processing fee and bid documents cost as per instructions.</p>
3.3	Alternative Bids are not permitted.
3.4	Discounts or award of combination of lots shall not be offered.
3.5	For goods offered from outside India/Importer, the Bidder shall quote prices including all kinds of costs like Inland Transportation, Taxes, Installation and Commissioning Charges up to the consignee site, complete in all respect including consumables kit for demonstration, <i>if any</i> .
3.6	The terms of quoting price of equipment are inclusive of all taxes/charges with installation and commissioning etc. complete in all respect.
3.7	The prices quoted by the Bidder shall be fixed for entire contractual period of equipment and related services.

3.8	The currency of the Bid shall be the Indian Rupees.
3.9	The Bid validity period shall be 90 days from the opening of Technical Bid for issuing of supply letter/ Acceptance letter
3.10	<p>a. A Bid Security/ Bid Securing Declaration as required.</p> <p>b. Bid Security shall be required, the amount and currency of the Bid Security shall be Rs. 9.60 Lakhs.</p>
3.11	The scanned copy of complete Bid document filled and signed on each page as per ITB and other requirements shall be electronically uploaded on website https://eproc.rajasthan.gov.in within the prescribed Bid submission period. Please note that physical submission of bid document shall not be accepted except asked by procurement committee constituted for purpose.
3.12	Any Authorisation to sign on behalf of the Bidder shall consist of Power of Attorney by the Bidder or the change in bidder shall be resolved in the board of firm/ company which shall be immediately communicated to the University.
4.	Important Dated for Bid Procedure
4.1	<p>Bid download start date 05.08.2022 at 3.00 P.M.</p> <p>Last date of Bid Submission 25.08.2022 up to 02.30 P.M.</p> <p>Pre-Bid Conference date 10.08.2022 at 03.00 P.M.</p> <p>Technical Bid Opening date 25.08.2022 at 3.00 P.M.</p>
4.2	<p>The address of Procuring Entity's for Bid procedure purposes is: The Head, Department of Physics, University of Rajasthan, Jaipur, Rajasthan (India) PIN 302004</p> <p>Tel. No. 0141-2711239</p> <p>Email Address: uordepartmentphysics@gmail.com</p> <p>The electronic submission of bid is mandatory; the address of the web portal is http://eproc.rajasthan.gov.in.</p>
5.	Evaluation and Comparison of Bids As per Bid Conditions
5.1	The Price and /or Purchase Preference shall apply as per GCC and SCC provisions.
6.	Award of Contract
6.1	The quantity can be divided among more than one Bidder at the price of the lowest evaluated Bid as per provision of contract.
6.2	The period within which the contract agreement is to be executed and Performance Security is to be submitted is 15 days.
6.3	The Performance Security shall be required @5 % of the value of the Bid amount in favour of Head, Department of Physics, University of

	Rajasthan, Jaipur
7.	Redressal Grievances during Procurement Process
7.1	<p>(a) The designation and address of First Appellate Authority is: Vice-Chancellor, University of Rajasthan, Jaipur. Telephone No.0141-2711239</p> <p>(b) The Designation and address of the Second Appellate Authority is Secretary/Principal Secretary, Department of Higher Education, Government of Rajasthan, Jaipur</p>
7.2	<p>Name & Address of the Bidder:</p> <p>Name and Designation.....</p> <p>M/S</p> <p>.....</p> <p>Telephone No.....</p> <p>Telegram Code Fax No.</p> <p>Mobile No</p> <p>E-mail address</p>

Chapter-7

Qualification and Evaluation Criteria

(Section III: Evaluation and Qualification Criteria)

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1. Evaluation Criteria

Clause No.	Description
1.	Scope
1.1	Local handling and inland transportation: The cost for Inland Transportation, Insurance, related services, installation, commissioning, demonstration, and other incidental costs for delivery of goods from the EXW premises, or port of entry, or supply point to consignee site as defined in the document.
1.2	Minor omission and missing items: Pursuant to the relevant clauses, the cost of all quantifiable non-material non-conformities or omissions from the contractual and commercial conditions shall be evaluated. The procuring entity will make its own assessment of the cost of any non-material non-conformities and omissions for the purpose of ensuring fare comparison of Bids.
2.	Multiple Contracts:
	For the successful completion of supplies and commissioning of equipment and machinery multiple or supplementary contracts may be executed for goods and related services like CMC/maintenance for a specified period.
3.	Technical Criteria:
	The minimum technical level that the goods and related services shall have in order to comply with the Scope of work, schedule of supply is specified. These criteria are evaluated on a pass-fail system, with a minimum acceptable level for each criterion enumerated in technical specifications of item. However, a minor deficiency in technical compliance may not be cause for rejection of the Bid. Compliance Statement for all the Technical Specifications alongwith accessories, MUST BE submitted,as given in Chapter 5.
4.	Economic Criteria:
	The economic criteria are most important when evaluating a Bid. The price, however, may not be the only criterion, as there could be technical evaluation that may be expressed in mandatory terms i.e., cost per test etc. The following may be examples: 4.1, 4.2....
4.1	Adjustment for deviation from the terms of payments: The deviation from the terms of payments as specified in conditions of contract are not permitted.
4.2	Adjustment for deviations in the delivery and completion schedule: The deviation from the delivery and completion schedule specified in Chapter, schedule of supply is permitted. No credit will be given for earlier completion.
4.3	Operating and Maintenance costs: The Operating and Maintenance costs of equipment are taken into account for Bid evaluation purposes. The methodology is elaborated at Financial Bid for determining lowest Bid (L-1). Generally, the life cycle of equipment

	and its Comprehensive Maintenance Contract (CMC) period is defined in technical specifications. Presently, maintenance costs are evaluated at their present value over the life cycle of the goods and then added to the price of the goods for comparison of Bids.
4.4	Spare parts: Only those spare parts and tools which are specified in technical specifications of goods and related services shall be taken in account in Bid evaluation. Supplier recommended spare parts for specified operating requirement shall not be considered in Bid evaluation. The list of spare, consumables, chemicals, and reagents likely to be required during operation of equipment shall be indicated in Comprehensive Maintenance Contract (CMC) format. The unit prices of these items may be examined for evaluation of Bid by the technical committee.
4.5	Performance and productivity of goods: The Performance and productivity of the equipment shall be as per the reference value or norms specified in technical specification an item and corresponding value guaranteed by the Bidder in its Bid.
5.	Price and /or Purchase Preference:
5.1	The price and /or purchase preference shall be given in evaluation of bids and award of contract as per conditions.
5.2	Purchase preference is not applicable.
5.3	In comparing the rates quoted by firms shall be as per terms & conditions.
5.4	While comparing the rates in respect of firms the element of Tax/SGST shall be included.
5.5	GST, as applicable, should be mentioned clearly and separately.
5.6	Taxes or GST, if exempted, it should be specified in Financial Bid
5.7	The increase or decrease in GST shall be applicable on rates.
5.8	Certificate of Registration from DSIR may be issued by University of Rajasthan, Jaipur for charging GST at concessional rate and exemption of Custom duty against supplies made as per order. The invoice should show the concessional rate of CST separately.
5.9	Purchase of equipment, instruments made by University of Rajasthan, Jaipur may be exempted from custom duty on the basis of Certificate of Registration from DSIR. Thus shall be treated accordingly.

2. Qualification Criteria

The lowest evaluated bidder shall have the necessary Qualifications to successfully fulfill its obligation under the contract. The Head, Department of Physics, University of Rajasthan, Jaipur with the help of Technical Committees and Purchase Committee specified the Qualification Criteria. Minimum acceptable levels with regards to Bidder's experience in supply goods and related services with comparable technical parameters, its manufacturing and installation capacity, its financial capability and other factors are defined.

Clause No.	Description
1.	Size of Operation:
	The minimum average gross annual turnover for best three financial years out of last five financial years. This includes the total payments received by the Bidder in Indian rupees for contract completed or under execution for best three years over the last five years.
2.	Contractual/work Experience:
	The bidder shall be a manufacturer/direct importer who must have manufactured/ imported and supplied and installed this equipment/instruments in India satisfactorily to the extent of at least 05 Numbers in last three financial years of the quantity specified in the NIB. The list of such installation of the equipment may be asked from the bidder in verification of (BF-XV) information and he should submit self-attested copy of purchase order, indent and invoice (inclusive of quantity & rate). However, the condition of past performance is not applicable for the ISI marked items.
3.	Technical Experience:
	The goods offered/ being procured have been in production for at least three years and a minimum of 05 units of similar capacity have been sold and have been in operation satisfactorily for at least three years.
4.	Production Capacity:
	The Head, Department of Physics, Univ. of Rajasthan may fix the minimum supply and or production capacity required to assure that the Bidder is capable of supplying the type, size and quantity of goods required. It should be a dedicated quantity to University of Rajasthan, Jaipur on monthly and annual basis.
5.	Financial Position:
	The average Gross Annual turnover of the firm for best three years out of the last five financial years should be <u>TenCrores</u> . The soundness of the Bidders financial position showing long term profitability demonstrated through audited annual financial statement (Balance Sheet, Income Statement etc.) for best three years out of the last five financial years may be asked.
6.	Cash Flow Capacity:
	The Bidder should have sufficient availability of or access to liquid

	assets, lines of credit and other finances to meet the possible cash flow requirement which may arise during the execution of the contract.
7.	Litigation History:
	The information regarding all pending claims, arbitration, or other litigation may be asked by the Head, Department of Physics, University of Rajasthan, Jaipur from the Bidder.
8.	Tax Clearance Certificates:
	The GST/ Sales Tax and other taxes clearance certificates or declaration/ affidavit to be submitted by the Bidder. Bidders shall have to submit a valid 'GST' clearance certificate from the concerned Commercial Taxes Officer or affidavit and the 'PAN' issued by Income Tax Department.
9.	Declaration Regarding Qualifications Under of the RTPPA Act 2012:
	Declaration regarding qualifications of the Bidder as required under Section 7 of the Act shall be given in specified format provided in Bidding Forms.

Summary

- The Bidder shall be a direct importer or manufacturer.
- Bidder shall have GST Registration Number and Custom clearance documentation.
- Authorization of Bidder by the Firm/Power of Attorney etc.
- The average gross annual turnover of the firm for best three years out of last 5 years shall be Rs. 10.00 crores as per (BF-IX)
- Work Experience as above.
- For the purpose of calculation of lowest bidder weightage for net rate shall be 90% and 10% shall be accorded to five years average of CMC Rates.
- The Execution of Comprehensive maintenance contract is mandatory to firm.

Chapter-8

General Conditions of Contract (GCC)

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Bidder should read these terms & conditions carefully and comply strictly while submitting their bids. If a bidder has any doubt regarding the terms & conditions and specifications mentioned in the bid, he should refer these to the Head, Department of Physics, University of Rajasthan, Jaipur, Rajasthan, before submitting bids and obtain clarifications. The decision of the Head, Department of Physics, University of Rajasthan, Jaipur shall be final and binding on the bidder. The clauses of terms & conditions are as follows:

Clause No.	Description
1.	Definitions:
	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p>'Act'. Means the Rajasthan Transparency in Public Procurement Act, 2012.</p> <p>'Rules' Means the Rajasthan Transparency in Public Procurement Rules, 2012.</p> <p>'Completion' Means the fulfilment of the supplies and Related Services by the supplier in accordance with the terms and conditions set forth in the contract.</p> <p>"Contract" Means the Agreement entered into between the Procuring Entity and Supplier, together with the contract documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein.</p> <p>"Contract Documents" Means the documents listed in the Agreement, including any amendments thereto.</p> <p>"Contract Price/Rate" Means the price payable to the supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract.</p> <p>"Day" Means calendar day.</p> <p>"Delivery" Means the transfer of the goods from the supplier to the Procuring Entity in accordance with the terms and conditions set forth in the contract.</p> <p>"GCC" Means the General Conditions of contract.</p> <p>"SCC" Means the Special Conditions of contract".</p> <p>"Goods" Means all of the commodities, raw material, machinery and equipment, documents, guarantee/warranties and /or other materials that the supplier is required to supply to the Procuring Entity under the Contract.</p> <p>"Procuring Entity" Means the Entity purchasing the Goods and Related Services, Head, Department of Physics, University of Rajasthan, Jaipur or as specified in the SCC.</p> <p>"Related Services" Means the services incidental to the supply of the</p>

	<p>Goods, such insurance, installation, training and initial maintenance, commissioning of equipment or machinery and other similar obligations of the supplier under the contract.</p> <p>"Subcontractor" Means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied is subcontracted by the supplier.</p> <p>"Supplier" Means the natural person, private or government entity, or a combination of the above, whose Bid to perform the contract has been accepted by the Procuring Entity and is named as such in the Agreement and includes the legal successors or permitted assigns of the supplier.</p> <p>"The Site" where applicable, means the place of delivery, installation, testing/commissioning of the goods/equipment or machinery or In-charge Officer of University of Rajasthan, Jaipur consignees or any other place named in the Supply Order</p> <p>"Consignee" Means the receiver of the stores as mentioned in supply order.</p>
2.	General terms:
2.1	Bids are invited from Indian manufacturers /direct importers. (Bidder shall submit declaration in BF-III, IV &V)
2.2	E-bid shall be submitted up to 02.30 PM on dated 25.08.2022as per schedule (col. no. 4) to Head, Department of Physics, University of Rajasthan, Jaipur, Rajasthan, for the supply through contract. At any time prior to the date of submission of bid, Bid Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the condition in bid document by an amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, Bid Inviting Authority may at his discretion, extend the date and time for submission of bid. Interested eligible bidders may obtain further information in this regard from the office of the Bid Inviting Authority.
2.3	The bidder should have average gross annual turnover as per Table-I, for the preceding three financial years to be eligible to participate in the bid.
2.4	Supplies shall be made directly by the bidder, and not through its distributors/agents/ suppliers. Manufacturer bidder should have permission to manufacture the item quoted as per specification given in the bid from the competent authority.
2.5	Bid shall be submitted to Head, Department of Physics,University of Rajasthan, Jaipur through https://eproc.rajasthan.gov.in .
2.6	<p>The bidder shall submit following certificates along with the bid the:</p> <p>(a) Bid security, cost of bid document and processing fee shall be deposited through D.D./Banker Cheque/Form of Bid Security Declaration.</p> <p style="text-align: center;">OR</p> <p>The cost of bid document amounting to Rs. 5000.00 (Rs. 2500.00 for SSI/MSME Units of Rajasthan) uploaded on the above website</p>

	<p>shall be submitted in form of D.D./Banker's cheque in favor of Head, Department of Physics, University of Rajasthan, Jaipur payable at Jaipur. The bidder is also required to deposit processing fee of Rs. 1000/- in form of D.D./Banker's cheque in favor of Head, Department of Physics, University of Rajasthan, Jaipur payable at Jaipur. The cost of bid document, processing fee and bid security shall be deposited physically in the office of Head, Department of Physics, University of Rajasthan, Jaipur before the last date and time of bid submission and are non-refundable.</p> <p>(b)</p> <ul style="list-style-type: none"> • Manufacturer- bidder shall enclose duly self-attested photocopy of acknowledgement of EM-II Memorandum/IEM/ Registration of SSI unit for the products duly approved by the licensing authority for every product quoted in the bid. The license, if any, should be renewed up to date. Acknowledgement of EM-II, issued by District Industries Centre with an affidavit as per (BF-VI), under rules for preference to industries of Rajasthan, in respect of stores for which they are registered. • Likewise, SSI/MSME manufacturer/bidder shall submit documents relating to the production capacity and properly installed quality control measures at the production site/ unit at the time of bid/agreement, which may be a certificate from NSIC (For micro and small-scale industrial units) /MSME (Micro, Small, Medium Enterprises)/production capacity certificate issued from Industries Department. <p>(c) Firm shall submit copy of the registration with Central Excise Department/ exemption from registration, if applicable, as per provisions of Central Excise Act.</p> <p>(d) In case of imported equipment and instruments self-attested photocopy of IEC certificate and permission/authorization for sale from the foreign principal manufacturer.</p> <p>(e) Duly self-attested photocopy of BIS certificate, renewed up to date with respective schedule for ISI certification for quoted items, if applicable.</p> <p>(f) Duly attested photocopy of ISO Certificate, if applicable.</p> <p>(g) Dully attested photocopy of BIS/CE/USFDA/certificate from Govt. of India lab or from Govt. of India approved lab for the quoted Equipment.</p> <p>(h) The average annual turnover statement for preceding three financial years expired on March 31st, signed by the bidder, duly verified by the C.A. and attested by notary public.</p> <p>(i) Copies of annual accounts (Balance Sheet & Profit & Loss statements) certified by the auditors for the preceding three financial years may also be asked.</p> <p>(j) Duly self-attested copy of latest GST/Custom clearance certificate (up to 31.03.2021) from the Commercial Tax Officer of the circle</p>
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	<p>concerned/Department from where supplies will be affected, shall be submitted.</p> <p>(k) Declaration regarding point of supply with full address in Bid Submission Letter.</p> <p>(l) A combined undertaking/declaration (BF-VII) regarding installed Production/ manufacturing capacity, that the quoted item model is of latest technology, the item has not become outdated, that the rate quoted is not more than the rate charged from anyone else, that the bidder is not black listed or banned or debarred by central or any state government or its append gages, availability of spare parts and consumables for the quoted equipment for at least 10 years/life of the item, from the date of installation must be submitted on Non-Judicial stamp-paper of Rs. 100/- in prescribed format (BF-VII), duly notarized for each item quoted in the bid.</p> <p>(m) Bid should not be submitted for the quoted item(s) for which the bidder has been blacklisted/banned/debarred either by bid inviting authority or Govt. of Rajasthan or by any other state/central Govt. and its agencies. This also applies to the bidder for its sister/ allied firm(s)/ unit(s).The declaration from the bidder regarding qualifications. (BF-V)</p> <p>(n) The bidder should submit a declaration giving details of plant and machinery, staff, production capacity achieved, factory area, etc. on non-judicial stamp paper of Rs. 50/- duly notarized, in enclosed Performa (BF-VIII).</p> <p>The following documents are mandatory and shall be uploaded on e-procurement portal along with Technical Bid Submission Sheet. If the following documents/certificates/requirements are not uploaded on portal/ full filled, the bid will be liable to be declared nonresponsive:</p> <p>(i) Cost of bid document, RISL processing fee and bid security.</p> <p>(ii) In case of Indian Manufacturer, valid Manufacturing License from Competent Authority, <i>if applicable</i>, Acknowledgement of EM-II Memorandum/IEM/ Registration of SSI unit, copy of the registration with Central Excise Department/DSIR exemption from registration, <i>if applicable</i>, as per provisions of Central Excise Act.</p> <p>(iii) In case of direct Importer, Import-Export Code (IEC) Certificate and Permission/ Authorization for sale from the foreign principal manufacturer.</p> <p>(iv) The average gross annual turnover of the bidder shall be as per conditions for last three years (BF-IX).</p> <p>(v) Declaration by the Bidder Regarding Qualifications (BF-V).</p> <p>(vi) Bidders shall have to submit a valid GST clearance certificate from the concerned Commercial Taxes Officer or declaration and the 'PAN' issued by Income Tax Department.</p>
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	<p>(vii) Duly signed scanned copy of Bid as acceptance of terms & conditions.</p> <p>(viii) USFDA Certificate/CE Marking/ISO/etc. <i>as/ if applicable</i>;</p> <p>(ix) BIS certificate, in case of ISI marked items, <i>as/ if applicable</i>;</p> <p>PLEASE ALSO NOTE THAT: -</p> <ul style="list-style-type: none"> • All the above-mentioned documents must be submitted duly signed on each page and self-attested. • All attested documents must be submitted in Hindi or English language. If the documents are not in Hindi or English, translated version of the same, in Hindi or English, duly signed and attested by authorized translator must be submitted along with copy of original document. • All the above-mentioned documents should be under the name and address of the premises where the quoted items are actually manufactured/ stored for supply. • The point of supply should be specified as has been requested in bid conditions above. • The bidder may be asked to submit its annual accounts (Profit & Loss account & Balance Sheet etc.) for verification.
2.7	<p>Financial Bid duly filled in (BF-XI/Financial Bid) giving the rates for quoted items should be submitted through the portal "https://eproc.rajasthan.gov.in (Format (Financial Bid))". The rate should not be disclosed in the technical bid.</p>
2.8	<p>The required amounts towards cost of bid document, bid security and processing fee payable to RISL shall be deposited. Bid security may be submitted physically/ deposited in the form of DD/ Banker's cheque in the office of Head, Department of Physics, University of Rajasthan, Jaipur on or before the last date and time of bid submission. The bidders shall submit Form of Bid Security Declaration/ DD/ Banker's cheque with the technical bid (Cover-A).</p> <p>All bids received will be opened in the presence of bidders, who choose to be present. Financial bid will be opened only for those bidders, who satisfy the criteria laid down by the University on the details furnished by the bidder in technical bid in compliance of terms & conditions of the bid.</p>
2.9	<p>(a) In case of the bid being submitted by a proprietary firm, the bid must be signed by the sole proprietor. In case of a partnership firm, bid must be signed on behalf of the firm by a person authorized, holding a power of attorney in his favour to do so; and in the case of a company, the bid must be signed by an authorized signatory, in the manner laid down in the Articles of Association of the bidder company.</p> <p>(b) Any change in the constitution of the firm/ company shall be notified forthwith by the bidder/ contractor in writing to the Head, Department of Physics, University of Rajasthan, Jaipur and such</p>

	change shall not relieve any former member of the firm/ company from the liability under the conditions of the bid/contract. No new partner/partners shall be accepted in the firm by the bidder/contractor in respect of the bid/contract unless he/ they agree to abide by all its terms and conditions and submit a written agreement to this effect with the Head, Department of Physics, University of Rajasthan, Jaipur, JLN Marg, Jaipur. The bidder's/contractor's receipt for acknowledgement or date of any new partner subsequently inducted, as above, shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.
2.10	The hard copy of bid documents shall be filled with ink or typed. The bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms and conditions of the bid and then scanned copy be uploaded on the e-portal https://eproc.rajasthan.gov.in , except the financial bid (Financial Bid) (BF-XI).
3	Bid Security:
	<p>(a) Bid shall be accompanied with a bid security at the rate of 2% (9.60 lakhs) of the likely value of the Equipment or Form of Bid Security Declaration Bids submitted without sufficient bid security will be summarily rejected.</p> <p>(b) The bid security of bidder shall be refunded after the earliest of the following events, namely:</p> <ul style="list-style-type: none"> • the expiry of validity of bid security. • the execution of agreement for procurement and performance security is furnished by the successful bidder. • the cancellation of the procurement process; or • the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted. <p>(c) Firms which are registered as micro or SSI/MSME Unit of Rajasthan with Commissioner of Industries shall furnish the amount of bid security at the rate 0.50% (2.40 Lakhs) of likely value of the Equipment. In respect of items for which they are registered to manufacture, shall submit an attested copy of acknowledgment of EM-II issued by DIC, with an affidavit on non-judicial stamp paper worth Rs. 10/- as per BF-VI.</p> <p>(d) The Public Sector Undertakings need not furnish any amount of bid security. However, form of bid securing declaration shall be necessary as per (BF-II).</p> <p>(e) The bid security lying with the University in respect of other bids awaiting approval or rejection or on account of contracts being completed, will not be adjusted towards bid security for the fresh bids. The bid security may, however, be taken into consideration in case bids are re-invited for the same item.</p> <p>(f) In case any document submitted by the bidder or by his</p>

	authorized representative is found to be forged, false or fabricated, the bid shall be rejected and bid security may be forfeited. Bidder/his representative may also be banned/debarred. Report with police station may also be filed against such bidder/his representative.
4	Forfeiture of Bid Security:
	<p>The bid security will be forfeited if:</p> <ul style="list-style-type: none"> (a) The bidder withdraws or modifies the offer after opening of financial bid, but before acceptance of bid, (b) The bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority (on the request of the bidder), (c) The bidder does not deposit the 'performance security' after the supply order is placed/requested for signing the agreement, (d) The bidder fails to commence the supply of the items as per supply order within the time prescribed, (e) The bidder fails to submit samples/demonstration of quoted item on demand, (f) The bidder violates any of the terms & conditions of the bid document.
5	Guarantee Clause:
	<ul style="list-style-type: none"> (a) The bidder would guarantee for 2 years that the subject matter of procurement would continue to conform to the description and quality as per technical specifications and performs as per descriptions, from the date of delivery/installation of the said subject matter of procurement. Notwithstanding the fact that the purchaser may have inspected and/or approved the said subject matter of procurement during the guarantee period, if the said subject matter of procurement is discovered not to conform to the description and quality as aforesaid or not performing, as described, the procuring entity will be entitled to reject the said subject matter of procurement or such portion thereof as may be discovered not to conform to the said description and quality or not performing as described. On such rejection, the subject matter of procurement will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The successful bidder shall, if called upon to do so, replace the goods etc. or such portion thereof, as rejected by the procuring entity. Otherwise, the bidder shall pay such damages, as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the procuring entity in that behalf under this contract or otherwise. (b) The bidder shall, during the guarantee period appearing in the contract, replace the whole subject matter of procurement or part(s), if any, and remove the manufacturing defects, if found during the above period so as to make the machinery and

	<p>equipment operative.</p> <p>(c) In case of the machinery or equipment, the successful bidder shall be responsible for carrying out annual maintenance and repairs on the terms & conditions, as agreed. The bidder shall also be responsible to ensure adequate and regular supply of spare parts and consumables required for the machinery or equipment, whether under their annual maintenance and repairs contract or otherwise. In case of change of model the bidder shall notify the procuring entity sufficiently in advance, to facilitate procurement of sufficient quantity of consumables/ spare parts from the bidder to maintain the machinery or equipment.</p> <p>(d) In case, any item supplied by the successful bidder does not conform to the required specifications, the payment thereof, if received by the supplier, shall have to be refunded to the Head, Department of Physics, University of Rajasthan, Jaipur. The supplier will not have any rightful claim to the payment of cost for substandard supplies, which may have been consumed, either in part or whole, pending receipt of laboratory test/inspection report, wherever required. Supply of goods less in weight and volume than those mentioned on the label of the container, the same will be dealt with in the manner prescribed under rules.</p>
6	Marking:
	All non-consumables subject matter of procurement, except glass or imported articles, (like instruments/equipment and other accessories) should bear marking "UNIVERSITY OF RAJASTHAN" or as mentioned in supply order in English on the instruments/equipment, without which the supply will not be entertained.
7	Applicability of Custom Duty/Taxes:
	Certificate of Registration from DSIR issued by University of Rajasthan, Jaipur for charging GST at concessional rate against supplies made as per order. The invoice should show the concessional rate of GST separately. Purchase of equipment, instruments made by University of Rajasthan, Jaipur is exempted from Custom Duty.
8	Comparison of rates:
	<p>(a) Only net rates should be quoted. No separate free goods or cash discounts should be offered. Rates must be valid for the entire bid validity period.</p> <p>(b) In comparing the rates quoted by a firm from outside Rajasthan and another bidder from within the state, the element of Central Tax shall be added in the rates of the from outside Rajasthan and State Tax, if any, shall be excluded from the rates quoted. While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan Tax shall be excluded from the rates quote.</p> <p>(c) Consignee is located at Jaipur (Rajasthan) as directed by Head, Department of Physics, University of Rajasthan, Jaipur.</p> <p>(d) The net rate must be inclusive of all charges by way of packing,</p>

	<p>forwarding, incidental or transit charges, including transit insurance, and any other levies or duties etc. on the subject matter of procurement, except GST.</p> <p>(e) Excise duty or surcharge prevailing on the date of submission of bid rate must be included in the net rate and should also be shown separately in the Financial Bid (BF-XI). In the event of any subsequent variation (increase or decrease) in the rate of Custom duty, GST by the government (state or central), the same will be admissible accordingly.</p> <p>(f) If the rates of item quoted are found same from two for more bidders, then such bidders shall be asked to submit revised financial bid, containing reduced rates within given time by University of Rajasthan, Jaipur.</p> <p>(g) The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors or overwriting and corrections, if any, should be made clearly and initialed with dates. Element of the Rajasthan SGST or CGST should be mentioned separately.</p> <p>(h) The bidder will exercise all due diligence at their own level regarding applicability of other taxes, duties, and fees etc. for the unit of supplies as specified in the bid document and accordingly include the same in their quotes. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained later any account.</p> <p>(i)</p> <ul style="list-style-type: none"> • No part of the bid document should be detached/deleted. • The bidder shall sign with seal on every page of the bid form and terms & conditions (BF-XV) in token of his acceptance of all the terms & conditions of the bid and upload the same along with bid documents. He should also sign at the bottom of each page of the original bid items, non-receipt of terms and conditions duly signed with the bid shall render the bid to be rejected. <p>(j) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, this shall render the bid to be rejected without notice.</p> <p>(k) For comparison of rates, the average comprehensive annual maintenance charges shall be added to the rate quoted for the equipment, if comprehensive annual maintenance is applicable.</p>
9	Demonstration & Training:
	<p>(a) The Firm shall demonstrate the equipment at the time of installation and commissioning.</p> <p>(b) The required-on hand training may also be imparted by the Firm</p>

	<p>to the user hand.</p> <p>(c) The required technical staff may also be station at site for functional add on help.</p> <p>(d) No change in brand after bid submission shall be allowed.</p>
10	Performance Security (P.S.) and agreement:
	<p>(a) The successful Bidder shall submit the original copy of Bid document signed on each page <i>(As has been uploaded on e-procurement portal)</i> at the time of agreement.</p> <p>(b) The period of contract shall be 90 days from the 1st day of next month of agreement signing month. The Head, Department of Physics, University of Rajasthan, Jaipur can extend the original contract, subject to original terms and conditions for a period deemed fit by him, but not exceeding three months, for which the bidder shall abide.</p> <p>(c) Successful bidders, whose offers are accepted, will have to deposit performance security @ 5% (Rs. 24.00 Lakhs) of the value of the Item in favor of Head, Department of Physics, University of Rajasthan, Jaipur at the time of agreement. The Performance Security shall be deposited in the form of DD/Banker cheque/ B.G. However, the Bank Guarantee shall be for a validity period of 6 months, beyond the guarantee period sought for the item. The firms, which are registered as SSI units of Rajasthan, shall be required to deposit performance security, as applicable under the rules.</p> <p>(d) The firm may submit Bank Guarantee issued by any scheduled bank. The minimum validity of bank guarantee should be 6 months after completion of guarantee period for the item.</p> <p>(e) The Performance Security (P.S.) shall be 5% of the total value of stores ordered for supply. The Procurement Officer will not release payment for supplies, until the additional Performance Security due is either deposited by the supplier or additional P.S., as calculated, is withheld.</p> <p>(f) The bid security of successful Bidder will be adjusted toward Performance Security. The bidders shall submit scanned copy of the challan/DD/Banker cheque in Technical Bid (Cover-A).</p> <p>(g) The performance security shall be refunded after six months after satisfactory completion of contract and after satisfying that there are no dues outstanding against the bidder, subject to Comprehensive Maintenance Agreement provisions.</p> <p>(h) Firms, which are registered as micro and SSI units with the Department of Industries, Rajasthan shall furnish the amount of performance security @1% of value of indicative quantity as per bid catalogue on furnishing attested copy of Acknowledgment of EM-II issued by DIC with an affidavit as per BF-VI. Provision of Bid Conditions.</p> <p>(i) It is to be noted that earlier years bid security and performance</p>

	<p>security, even if lying in this department shall not be considered towards this contract and therefore fresh bid security/performance security shall be deposited.</p> <p>(j) The University will pay no interest on bid security or performance security amount.</p> <p>(k) Successful bidders will have to execute an agreement on a Non-Judicial Stamp Paper of an amount mentioned in the offer letter, in the prescribed form with the Head, Department of Physics, University of Rajasthan, Jaipur and deposit performance security within 15 days from the date of acceptance of the bid is communicated to him. However, Head, Department of Physics, University of Rajasthan, Jaipur may condone the delay in execution of contract by the bidder. The expenses in this regard shall be borne by the successful bidder. The validity of contract under this agreement shall be for a period, as mentioned.</p> <p>(l) The bidder shall furnish the following documents at the time of execution of agreement:</p> <ul style="list-style-type: none"> • Attested copy of Partnership Deed, in case of Partnership Firms • Registration Number and year of registration, in case partnership firm is registered with Registrar of Firms; <p>(m) Address of residence and office, telephone numbers, in case of Sole Proprietorship with</p> <ul style="list-style-type: none"> • Registration issued by Registrar of Companies, in case of Company, • Comprehensive maintenance agreement, if applicable. <p>(n) In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of performance security shall be liable to forfeiture by Head, Department of Physics, University of Rajasthan, Jaipur and decision of Head, Department of Physics, University of Rajasthan, Jaipur shall be final.</p> <p>(o) Public Sector Undertakings need not to furnish amount of Security Deposit.</p> <p>(p) The 25% of total deposited Performance Security amount shall be retained as Performance Security against the security of Comprehensive Maintenance Contract (CMC). If there is any default in comprehensive maintenance service, the University may forfeit the performance security, as described under different clauses or any other recovery from this Performance Security.</p> <p>(q) The contract can be repudiated at any time by the Head, Department of Physics, University of Rajasthan, Jaipur, if the supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and after reasons for repudiation being recorded by him in writing. However, Head, Department of Physics, University of Rajasthan, Jaipur may terminate the agreement of contract at any time without notice/intimation to the successful bidder.</p>
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11	Supply Orders:
	<p>(a) Supply order will be placed through registered post/e-mail/any communication medium by the University. The date of dispatch of letter or communication date will be treated as the date of order for calculating the period of execution of order. The successful bidder will execute the orders within a period of 90 days or as specified in the supply order.</p> <p>(b) The successful bidder acknowledges receipt of orders within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the items on risk & cost purchase provision.</p> <p>(c) In case of imported items, 30 days will be given in addition to above mentioned period, as mentioned in condition above.</p> <p>(d) Except for equipment/machinery, which requires installation/commissioning, all other supplies shall be as per supply orders. The consignee for supplies shall be the Head, Department of Physics, University of Rajasthan, Jaipur.</p> <p>(e) To ensure sustained supply of related services without any interruption, the Head, Department of Physics, University of Rajasthan, Jaipur reserves the right to have more than one approved supplier from amongst the qualified bidders. In such a case, the requirement may be met by dividing the quantity among the contract holders considering the quantity required and dedicated capacity of the successful bidders (BF-VII) for the University.</p> <p>(f) The ready stock position of the item, if provided by the firm, may be considered by the University for the placement of supply orders.</p> <p>(g) It may be noted that the University of Rajasthan does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific items from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained.</p> <p>(h) The quantities indicated are mere estimates and are intended to give an idea to the prospective bidder. The figures indicated do not constitute any commitment on the part of University to purchase any of the articles and the quantities shown therein against each or in any quantity whatsoever and no objection against the quantity of the indent of approved item being more or less than the indicative quantity will be entertained and shall not be acceptable as a ground for non-supply of the quantity indented.</p>
12	Purchase preference:
	No Purchase preference shall be applicable.
13	Submission of contract completion report:

13.1	A contract completion certificate shall be submitted to the Head, Department of Physics, University by the consignee and supplier with joint signature.
14	Terms of payment:
	<p>(a) Unless otherwise agreed between the University and the firm, payment/part payment for the delivery of the stores will be made on submission of bills in proper form by the firm. Payment shall be released on receipt of certificate of supply as per specifications and in good condition from the consignee along with the bill. Installation/commissioning of equipment and rendition of required satisfactory training to the consignee's personnel, if any, shall also be necessary for releasing payment. In case of delayed supplies, deduction of L.D. as per provisions shall be made from payments. The firms shall seek time extension from the University before delayed dispatch of supplies.</p> <p>(b) Payment shall be made by RTGS/account payee bank demand draft/banker's cheque, as the case may be. Expenses on this account, if any, shall be borne by the firm.</p> <p>(c) No advance payments towards cost of items will be made to the bidder.</p> <p>(d) All bills/invoices should be raised in triplicate and in the case of Excisable items; the bills should be drawn as per Central Excise Rules in the name of the authority concerned.</p> <p>(e) If at any time during the period of contract, the price of bid items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform Head, Department of Physics, University of Rajasthan, Jaipur immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.</p> <p>(f) In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the bid. For claiming the additional cost on account of the increase in Excise Duty, the bidder should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly, if there is any reduction in the rate of excise duty of items, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of excise duty of items will be deducted without any change in the basic price structure of the items approved under the bidder.</p>

	<p>(g) In case of successful bidder has been enjoying excise duty exemption on any criteria, such bidder will not be allowed to claim excise duty at later point of time during the tenure of contract, if the excise duty become chargeable on goods manufactured due to any reason.</p> <p>(h) If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment will be made/decided by Head, Department of Physics, University of Rajasthan, Jaipur.</p>
15	Liquidated Damages:
	<p>(a) The time specified for delivery in the bid form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.</p> <p>(b) In case of extension in the delivery period with liquidated damages, recovery of L.D. shall be made at such rates, as given below, of value of stores which the bidder has failed to supply:</p> <ul style="list-style-type: none"> • Delay up to one- fourth period of the prescribed Delivery Period - 2.5% • Delay exceeding one fourth but not exceeding half of the Prescribed delivery period - 5% • Delay exceeding half but not exceeding three- fourth of the Prescribed delivery period - 7.5% • Delay exceeding three- fourth of the prescribed period - 10% <p>(c) Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%.</p> <p>(d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to Head, Department of Physics, University of Rajasthan, Jaipur for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only be released by purchase officer after sanction of extension in delivery period.</p> <p>(e) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without Liquidated Damage.</p> <p>(f) If the bidder is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with the prior approved from Head, Department of Physics, University of Rajasthan, Jaipur. The bidder shall be liable to pay</p>

	<p>any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder.</p> <p>(g) The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the University/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period.</p> <p>Consignee shall be the Head, Department of Physics, University of Rajasthan</p>
16	Recoveries:
	<p>(a) Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the University. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.</p> <p>(b) Any recovery on account of L.D. charges/risk & cost charges in respect of previous contract/supply orders placed on them by the University can also be recovered from any sum accrued against this bid after accounting for untied sum or due payment lying with University against previous contract/supply orders. Firm shall submit details of pending amount lying with University but decision of Head, Department of Physics, University of Rajasthan, Jaipur regarding authenticity of sum payable shall be final.</p>
17	Inspection:
	<p>(a) The equipment shall be according to specifications provided at Scope of work. Equipments shall be inspected by the agency/committee as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any Inspecting Agency/Committee of experts at the works of the Manufacturer or at site of installation. The supplier shall provide all facilities for inspection/testing free of cost.</p> <p>(b) Notwithstanding the fact that the authorized inspecting agency</p>

	<p>had inspected and/or has approved the stores/articles, the procurement officer, or his authorized Expert not below the rank of Assistant Professor/ Accountant, may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in contract.</p> <p>(c) In case of doubts in inspection/ test, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee will not accept the material and shall inform the University of Rajasthan, Jaipur within 3 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to remove the defect or replace the defective equipment/item within 15 days of receipt of intimation from the consignee. However, the date of delivery, in case of defective item shall be taken as the date on which the University accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier.</p> <p>(d) If required, the consignee may refer inspection committee to match the specification with available reserved sample with the University which is submitted by the firm/supplier at the time of technical approval.</p> <p>(e) In case of imported item, the supplier shall ensure that the item shall be inspected by the third-party Inspection Agency before dispatched to the consignee. In case any un-inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the University shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm.</p>
18	Packing & Insurance:
	<p>(a) The good will be delivered at the destination in perfect condition. The firm if so, desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather of otherwise in any situation. The insurance charges will have to be borne by the supplier and the University shall not be required to pay any such charges, if incurred.</p> <p>(b) The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by Sea, Rail, Road or Air and delivery of material in good condition to the Procurement Officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the Checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes.</p>

	<p>(c) Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the University and the same shall not be returned to him.</p> <p>(d) Packing specifications:</p> <p>A. Schedule For Packaging-General Specifications:</p> <ul style="list-style-type: none"> • No corrugate package should weigh more than 15 kgs (ie, product + inner carton + corrugated box.) • All Corrugated boxed should be of 'A' grade paper i.e., Virgin. • All items should be packed only in firsthand boxes only. • Flute: The corrugated boxes should be of narrow flute. • Joint: Every box should be preferably single joint and not more than two joints. • Stitching: Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners. • Flap: The flaps should uniformly meet but should not overlap each other. The flap when turned by 45-60° should not crack. • Tape: Every box should be sealed with gum tape running along the top and lower opening. • Carry Strap: Every box should be strapped with two parallel nylon carry straps (they should intersect). • Label: Every corrugated box should carry a large outer label at least 15cms. 10cms dimension clearly indicated that the product is for "Rajasthan Govt. Supply - Not For Sale" and it should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters as depicted in this document. • Other: No box should contain mixed products or mixed batches of the same product. <p>B. Specifications for Chemicals: Not more than 25 kg may be packed in a single bag/carton. (If applicable)</p>
19	Rejection:
	<p>(a) Articles not as per specification/ or not approved shall be rejected by the University/consignee and will have to be replaced by the supplier firm at its own cost within 15 days or as time limit fixed by the University.</p> <p>(b) All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of</p>

	<p>Head, Department of Physics and binding upon the bidder. In case any of the articles supplied are not found as per specification or declared sub-standard/spurious, that shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.</p> <p>(c) If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some defects are noticed then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by Head, Department of Physics, University of Rajasthan, Jaipur shall be final.</p> <p>(d) The rejected item must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.</p> <p>(e) No payment shall be made for defective/incorrect items. However, if payment has been made, then defective items shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has performance Security as per condition) Joint inspection of defective material may be carried out as required by the University. However, sample of ISI marked material found defective shall be kept by consignee for reference to BIS.</p> <p>(a) In case firm wants to take back item to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material be returned to supplier firm for rectification.</p> <p>(f) The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage in transit, the Bidder shall be responsible. No extra cost on such account shall be admissible.</p>
20	Correction of Arithmetic Errors:
	<p>Provided that a financial bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:</p> <p>(a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be</p>

	<p>corrected.</p> <p>(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected, and.</p> <p>(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.</p> <p>(d) If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited, or its Bid Securing Declaration shall be executed.</p>
21	Procuring Entity's Right to Vary Quantity:
	<p>(a) The quantity of equipment originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract.</p> <p>(b) If the University of Rajasthan, Jaipur procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.</p> <p>(c) If the Bidder fails to supply the University of Rajasthan, Jaipur shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier.</p>
22	Dividing quantities among more than one bidder at (in case of procurement of goods):
	As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted as described in clause-32.
23	Parallel Contract:
	The University may also execute parallel contract, if required, on the lowest approved rates on the same terms & conditions:
24	Validity of Bid:
	Bids shall be valid for a period of 90 days from the date of opening of technical bid. Prior to the expiry of the period of validity of bid, the procuring entity, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder who refuses the request, and such refusal shall be treated as withdrawal of the bid

	but in such circumstances bid security shall not be forfeited.
25	Price Escalation:
	Price Escalation or Price Variation shall not be applicable or considered under any circumstances for the purchases made under this bid or agreement. However, the provisions provided for tax variations are exclusive to this clause.
26	Subletting of Contract:
	Subletting or assigning contract to third party is prohibited. In the event of Bidder violating this condition, the Head, Department of Physics, University of Rajasthan, Jaipur shall be at liberty to place the contract elsewhere on the Bidder's account and at his risk. The Bidder shall be liable for any loss or damage, which the Government may sustain in consequence or arising out of such replacement of the contract.
27	Fall Clause:
	<p>(a) The prices under contract shall be subject to price fall clause. The prices charged for the store supplies under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the stores of identical description to any other persons during the period of the contract in the state of Rajasthan. If any time, during the period of the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Head, Department of Physics, University of Rajasthan, Jaipur, and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand reduced correspondingly. It implies that if the contract holder quotes/ reduces its price to render similar goods at a price lower than the contract price to anyone in the State at any time during the currency of contract including extension period, the contract price shall be automatically reduced with effect from the date of reducing or quoting lower price for all delivery of subject matter of procurement under contract and the contract shall be amended accordingly.</p> <p>(b) The firms holding parallel contract shall also reduce their price. Firms shall notify their reduced price and intimate their acceptance to the revised price within 15 days' time to Head, Department of Physics, University of Rajasthan, Jaipur. Similarly, if parallel contract holding firm reduces its price during currency of the contract, its reduced price shall be conveyed to other parallel contract holding firms and the original contract holding firms for corresponding reduction in their prices. If any contract holding firm does not agree to reduced price, further transaction with it, shall not be conducted.</p>
28	Comprehensive Maintenance Contract (CMC):
	If required, Bidder shall execute a CMC with the University as described in BF-XII and GCC. The rates for maintenance shall be applicable as

	quoted in (Financial Bid) . CMC will only be commenced after the guarantee period and on a written request made by the concerned procurement officer/user institutions to the firm. The firm shall abide itself by the terms & conditions of CMC.
29	Grievance Redressal During Procurement Process:
	<p>(a) The Designation and address of the First Appellate Authority is Vice-Chancellor, University of Rajasthan, Jaipur.</p> <p>(b) The Designation and address of the Second Appellate Authority is Secretary/Principal Secretary, Department of Higher Education, Govt. of Rajasthan, Jaipur or as decided by the Govt. of Rajasthan.</p> <p>(c) Filing an appeal</p> <ul style="list-style-type: none"> • If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules of the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved: • Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings: • Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable. • The Officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal. <p>(d) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.</p> <p>(e) Appeal not to lie in certain cases</p> <p>No appeal shall lie against any decision of the procuring entity relating to the following matters, namely: -</p> <ul style="list-style-type: none"> • Determination of need of procurement. • Provision limiting participation of Bidders in the Bid process; • The decision of whether or not to enter into negotiations;

	<ul style="list-style-type: none"> • Cancellation of a procurement process. • Applicability of the provisions of confidentiality. <p>(f) Form of Appeal</p> <ul style="list-style-type: none"> • An appeal under Para (1) or (3) above shall be in the Form of Memorandum of Appeal under RTPPA Act, 2012 (BF-X) along with as many copies as there are respondents in the appeal. • Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee. • Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or authorized representative. <p>(g) Fee for filling appeal</p> <ul style="list-style-type: none"> • Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable. • The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled bank in India payable in the name of appellate authority concerned. <p>(h) Procedure for disposal of appeal</p> <ul style="list-style-type: none"> • The first appellate authority or second appellate authority, as the case may be, upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing. • On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be, shall,- • Hear all the parties to appeal present before him; and • Peruse or inspect documents, relevant records or copies thereof relating to the matter. • After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost. • The order passed under sub-clause (c) above shall be placed on the State Public procurement Portal.
30	Compliance With The Code Of Integrity And No Conflict Of Interest:
	<p>Any person participating in a procurement process shall-</p> <p>(a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;</p> <p>(b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;</p> <p>(c) Not indulge in any collusion, Bid rigging or any-competitive behavior to impair the transparency, fairness and progress of the</p>

	<p>procurement process;</p> <p>(d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;</p> <p>(e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;</p> <p>(f) Not obstruct any investigation or audit of a procurement process;</p> <p>(g) Disclose conflict of interest, if any; and</p> <p>(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.</p> <p>(i) Conflict of Interest:</p> <ul style="list-style-type: none"> • The Bidder participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. • A Bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to: <ul style="list-style-type: none"> (i) Have controlling partners/shareholders in common; or (ii) Receive or have received any direct or indirect subsidy from any of them; or (iii) Have the same legal representative for purposes of the Bid; or (iv) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or (v) 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 (vi) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject of the Bid; or Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract
31	Dispute Settlement Mechanism:
	If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the

	<p>matter shall be referred by the Parties to the V.C., University of Rajasthan who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. All legal proceedings, if necessary, arise to institute may by any of the parties (University of Rajasthan or Contractor) shall have to be lodged in courts situated at Jaipur in Rajasthan and not elsewhere.</p>
32	Other Clauses:
32.1	<p>All correspondence in this connection should be addressed to the Head, Department of Physics, University of Rajasthan, Jaipur, JLN Marg, Jaipur-302004, Rajasthan. Technical questions should be referred to the Head, Department of Physics, University of Rajasthan, Jaipur direct by correspondence or by personal contact.</p>
32.2	<p>(a) Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their bids.</p> <p>(b) Supplier may be disqualified, banned or suspended from business during the contract, if:</p> <ul style="list-style-type: none"> • fails to execute a contract or fails to execute it satisfactorily; • no longer has the technical staff or equipment considered necessary; • is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation; • The firm is suspected to be doubtful loyalty to state. <p>(c) The State Bureau of Investigation (SBI) or any other investigating agency recommends such a course in respect of a case under investigation.</p> <p>(d) Head, Department of Physics, University of Rajasthan, Jaipur is prima- facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it banned.</p>
32.3	<p>No action on the letter head of the Bidder /firm regarding any complaints against the University will be considered unless the letter head bears the signature of the Bidder or the authority higher than the bid signatory of the firm.</p>
32.4	<p>(a) If any certificate/ documents/information submitted by the Bidder found to be false/forged/fabricated/vexatious or frivolous or malicious appeals or complaints etc. than bidder shall be liable for the appropriate legal action/RTPPA provision along with disqualification, banning, suspension etc. for limited or unlimited period.</p> <p>(b) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.</p>

32.5	The University reserves the right to accept any bid not necessarily the lowest. University may reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which Bidder has been given or distribute items of stores to more than one firm/supplier.
32.6	The Purchase Committee will have the right of rejection of all or any of the quotations without giving any reason for the same. The right to conclude parallelcontractswith another firm for the stores detailed in Table-1 is also reserved by the Head, Department of Physics, University of Rajasthan, Jaipur.
32.7	Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
32.8	The Bidder must sign all the pages of bid document at the below of terms & conditions agreeing to abide by all conditions of the bid and accept them in toto. The Signing of BF-XV shall be treated as acceptance all the terms and conditions of the bid document.
32.9	The Purchase Committee of University of Rajasthan, Jaipur may relax or change/ modify terms and conditions in the exigency excluding fundamental changes. In case of such urgency the terms & conditions shall also be got approved from Board of Directors of University of Rajasthan, Jaipur if the bid is under board competency.
33	Jurisdiction:
	All actions, legal proceedings and suits arising from or connected to thisbid shall be subject to the exclusive jurisdiction of courts in Jaipur only.

Chapter-9

Special Conditions of Contract (S.C.C.)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The clauses of special conditions of contract are as follows:

Clause No.	Particulars
1.	Technical details, bid form duly signed in all respect, bid security and all other required documents should be submitted in Cover "A" and financial details (Financial Bid), should be submitted in Cover "B" otherwise bid will not be considered.
2.	Pre-requisite, if any, for installation, including UPS, Computer, Printer, and other items should be provided by the firm in technical bid and financial bid respectively.
3.	Firm shall provide comprehensive guarantee with spare parts for item(s), as mentioned in technical specification (from the date of installation/demonstration). Acceptance of comprehensive maintenance contract after expiry of guarantee period should be submitted with the cover" A " and rates in cover "B" respectively.
4.	Conditional bids will not be considered.
5.	List of consumable items is to be provided in technical bid (BF-XII), which is not covered under the guarantee; otherwise, all the consumables will be treated as spare parts covered under the guarantee and CMC.
6.	Transshipment will be permitted, and partial shipment not allowed.
7.	Normally, payment will be released after installation, demonstration and commissioning of equipment/machine and satisfactory operational training, if required.
8.	The bidder should quote rates in Indian rupees and payment will be made in Indian rupees (INR) only.
9.	All certificates should be valid on the date of submission of bids and issue of supply order.
10.	The bidder should have well equipped local service centre in India preferably in Rajasthan.
11.	(a) The bidder shall be a manufacturer/direct importer who must have manufactured/ imported and supplied and installed this equipment/instruments in India satisfactorily to the extent of at least 5 numbers in last three financial years of the quantity specified in the NIB. The list of such installation of the equipment may be asked from the bidder in verification of BF-XV information and he should submit self-attested copy of

	<p>purchase order, indent and invoice (inclusive of quantity & rate). However, the condition of past performance is not applicable for the ISI marked items.</p> <p>(b) The merger/amalgamation/transfer of business/transfer of assets etc. of a firm affects the bid condition relating to 'Past Performance' and 'Turn Over ' in preceding years. In cases where bidder acquires an ongoing business or assets of another entity, eligibility in respect of the past performance and condition relating to minimum turn over in preceding years shall be decided based on specific mention in purchase and transfer of ownership agreement/agreement of sale of business and/or its assets/B.O.D. resolution/C.A. certification or any other document (s) in this regard, which the bidder shall have to submit preferably with the bid. The eligibility of a bidder in this regard shall be ascertained by the purchase committee on the basis of the above stated agreement or any other document (s) and the decision of purchase committee shall be final.</p>
12.	In case of imported item, the bidder will have to produce third party inspection report from NABL approved/accredited laboratory or ERTL or DGS&D or Central/State Govt. laboratory or Central/State Govt. approved laboratory pertaining to specification and performance of each supplied machine/equipment with the consignment. All expenses regarding third party inspection will be borne by the bidder.
13.	The Name, Make, Model and Brand of equipment and instruments, which are offered, should be mentioned in Financial Bid against each item. Mere indication of English/USA/Indian will not serve the purpose.
14.	In the case of supply of imported item, the suppliers may be asked to furnish a certificate to the effect that the firm has completed all the formalities in connection with import of the item in question.
15.	The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.
16.	Any other, if required.

Applicability of clauses: All the clauses from 1 to 42 of general terms and conditions and from 1 to 16 of special terms and conditions and their annexure, formats & enclosures are applicable for the bid items.


 sd/-
 Head, Department of Physics
 University of Rajasthan, Jaipur

I/We have read the above terms and conditions and I/We agree to abide myself/ourselves by the above terms & conditions of the bid document

Signature of Bidder with Seal

Chapter-10

Financial Bid Forms

Financial Bid for Quoted Item

BF-XI

S. N.	Name Equipment With full Specification	Brand	Appro x Qty.	Packin g Unit	Net Rate Per Packing Unit (In Rs.)	Rate of GST or Concessional GST against Certificate of Registration from DSIR if applicable	Amount of GST Rs.	Total rates (6+8) Rs.	Rate of CMC after one year of completion of guaranty period Rs.	Rate of CMC after two year of completion of guaranty period. Rs.	Rate of CMC after three year of completion of guaranty period Rs.	Rate of CMC after four year of completion of guaranty period. Rs.	Rate of CMC after five year of completion of guaranty period Rs.
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	X-ray Photoelectron Spectroscopy (XPS) with Ultraviolet Photoelectron Spectroscopy (UPS) unit as per Technical Specifications		1	1									
2	Do not quote rates here.												
3	Rates shall only be filled in BOQ https://eproc.rajasthan.gov.in												

Note: For the purpose of calculation of lowest bidder weightage for net rate shall be 90% and 10% shall be accorded to five years average of CMC Rates.

Signature

Date

Name in Capitals

Company /Firm Seal

Note:

- The concessional GST against c- form/document shall be applicable.
- The net rate quoted should be inclusive of Custom/other duty but exclusive of GST.
- Custom component should be separately shown in column no.8 for further reference (if applicable)
- Rate should be quoted only for packing units as mentioned in the bid
- No quantity or cash discounts should be offered.
- Read all the terms & conditions before filling the Financial Bid.
- Please quote rates in absolute amount in Rupees only.

Chapter-11

Bidding Forms(B.F.)

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(To be submitted on Firms' letter head in Hard Copy before the time & date of Bid Submission)

Technical Bid Submission Sheet (Cover A)

Date:.....

NIB No.....

To

Head, Department of Physics,
University of Rajasthan,
J.L.N. Marg, Jaipur (Rajasthan)-302004
Tel. No. 0141-2711239
Email Address: -uordepartmentphysics@gmail.com

We, the undersigned, declare that:

1. I/We..... (Name, Designation and Address of Bidder)..... having our office at..... (Address of Firm).....do declare that I/We have read all the Terms & Conditions of the bid document floated by Head, Department of Physics, UOR, Jaipur for the Contract for supply of equipment.....and agree to abide by all the Terms & Conditions set forth therein.
2. I/We declare that we are participating in this bid in the capacity of(service Provider)..... I/We enclose valid registration of firms from GST Department.
3. I/We further declare that the rates offered by us shall remain valid for the entire period of the contract and shall reduce the rates, if the rates are reduced for any other Service Provider / Firm during this period.
4. I/We have examined and have no reservations to the Bidding Document of NIB no.....dated.....including Addenda/Clarification No.:..... We offer supply of equipment in conformity with the Bidding Document and in accordance with the delivery schedule specified in supply order of the item and related services:.....Name the services.....
5. Our Bid shall be valid for a period of 90 days from the date of technical bid opening in accordance with the Bidding Document, and it shall remain bidding upon us and may be accepted at any time before the expiration of that period. However, validity may also be extended with mutual consent.
6. If our Bid is accepted, we commit to submit a Performance Security in the amount of 5% percent of the contract price or as specified in Bid Document for the due performance of the contract.
7. Our firm, including any subcontractors or Service Provider for any part of the contract, have nationalities from the eligible countries.
8. I/We are not participating, as Bidders, in more than one Bid in this bidding process, in the bidding document.
9. Our firm, its affiliates or subsidiaries, including any subcontractors or Service Providers has not been debarred by the State Government or the Procuring Entity;
10. I/We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

11. I/We understand that you are not bound to accept the lowest evaluated Bid or any other bid that you may receive.
12. I/We agree to permit the Head, Department of Physics, UOR, JAIPUR or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Head, Department of Physics, UOR, JAIPUR.
13. I/We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this bidding document in this procurement process and in execution of the contract;
14. My/our Supply of equipment and related services(Name of work).....fully comply with the scope of work as per Bid.
15. My/our quoted items(Name of item).....fully comply with the technical specifications as per Bid Document Section V, schedule of supply.
16. The following documents are enclosed: -
 - (a) DD/ Banker Cheque of Rs. 5000/- in favor of Head, Department of Physics as Bid document cost.
 - (b) DD/ Banker Cheque of Rs. 1000/- in favor of Head, Department of Physics as Processing Fee.
 - (c) DD/ Banker Cheque of Rs. 9.60 Lakhs or **Form of Bid-Securing Declaration** in favor of Head, Department of Physics as Bid Security.
 - (i) Cost of bid document, processing fee and bid security.
 - (ii) In case of Indian Manufacturer, valid Manufacturing License from Competent Authority, if *applicable*, Acknowledgement of EM-II Memorandum/IEM/ Registration of SSI unit, copy of the registration with Central Excise Department/ exemption from registration (MSME), if *applicable*, as per provisions of Central Excise Act;
 - (iii) In case of direct Importer, Import-Export Code (IEC) Certificate and Permission/ Authorization for sale from the foreign principal manufacturer.
 - (iv) The average gross annual turnover of the bidder for best three years out of last five years should be submitted(**BF-IX**);
 - (v) Duly signed scanned copy of **BF-XV**, as acceptance of terms & conditions;
 - (vi) USFDA Certificate/CE Marking/ISO:/etc.if *applicable*;
 - (vii) BIS certificate, in case of ISI marked items, if *applicable*;
 - (viii) Any other documents.....

- **I/we understand that our bid will be liable to be declared nonresponsive in case of any deficiency in fulfilment of above requirements on our part.**
- **I/we accept all the terms, conditions, and provisions of this bid document.**

Name/ Address.....

In the capacity or.....(Designation).....

Signed.....

Duly authorized to sign the Bid for and on behalf of.....(Name of Firm).....

Date.....

Tel:.....Fax:.....e-mail:.....

(To be presented on Non-Judicial Stamp Paper of Rs. 50/-)

Form of Bid-Securing Declaration

Date :.....

Bid No. :.....

Alternative No. :.....

Head, Department of Physics,
University of Rajasthan
JLN Marg, Jaipur-302004

Sir,

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amounts specified in the Terms and Conditions of Bid, in the following cases, namely:

1. when we withdraw or modify our bid after opening of bids;
2. when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
3. when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
4. when we do not deposit the performance security within specified period after the supply/work order is placed; and
5. if we breach any provision of code of integrity prescribed for biddings specified in the Act and Chapter VI of these rules.
6. In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.
7. We understand this Bid Securing Declaration shall expire if:
 - (a) we are not the successful Bidder;
 - (b) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
 - (c) thirty days after the expiration of our Bid;
 - (d) the cancellation of the procurement process; or
 - (e) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed:-----

Name:-----

In the capacity of:-----

Duly authorized to sign the bid for and on behalf of:

Dated on..... Day of

Corporate Seal

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

(Shall be submitted on letter head of firm)

Declaration of Manufacturer/Direct Importer

Date:.....

NIB No.....

I/We a legally constituted firm/body.....(*Name of Firm/Company with address*)..... and represented by Mr.....(*Name of Bidder/Sale proprietor/CMD/Chairman*).....declare that I am/ we are Manufacturers/Direct Importer in the Goods and Related Services for which I/We have Bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our Bid Security may be forfeited in full and the Bid if any to the extent accepted may be cancelled.

I/we further declare that the item.....(*Name of item*)is Manufactures/Imported at our premises at.....(*Address of Factory &Office*).....

I/We further declare that the original manufacturer M/s. (Name of Firm with address)..... had Authorised our firm and issued to us authorisation. The copy of authorisation from principal manufacturer is enclosed as **BF-IV**

Signed.....

Name.....

In the capacity of.....

Duly authorized to sign the Authorization for and on behalf of.....(*Name of Sale proprietor /Firm/Company*).....

.....

Tel:

Fax:

E-mail:

Date:

(On the letterhead of manufacturer and notarized)

Authorisation From Principal Manufacturer

To,

The Head, Department of Physics,
University of Rajasthan, Jaipur
Jaipur-302004, (Rajasthan)

Subject: Regarding authorisation for our products.

Ref.: Your NIB no.dated.....

Name of items.....

Dear Sir,

I/we.....(Name).....for M/s.....(Name of firm).....who are proven and reputable manufacturers(Name of item).....having factory at(Address of Factory and Office)..... hereby authorize Messrs..... (Name of Bidder firm).....to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bid documents/NIB for the above goods manufactured by us.

I/we further confirm that no supplier or firm or individual other than Messrs.....(Name of Bidder Firm), is authorised to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bid documents for the above goods manufactured by us.

I/we also hereby extend our full guarantee, CMC as applicable as per Bid conditions of Contract, read with modifications/addendum, if any, in the General/Special Conditions of Contract for the goods and services offered for supply by the above firm against this Bid document.

I/we also hereby confirm that we shall also be responsible for the satisfactory execution of contract placed on the authorized Firm.

This authorization shall be valid till the completion of the contract period and related services i.e. Guarantee and Comprehensive Maintenance obligations etc., whichever is later.

Yours faithfully,

(Name & Signature).....
bidder

verification and signature by

For M/s

Seal and address of bidder

AUTHORISED SIGNATORY

Accepted by the authorized Bidder Mr.....(Signature, Name & Address).....

(Shall be submitted on letter head of firm)

Declaration by the Bidder Regarding Qualifications

I/We M/s. represented by its Proprietor/managing Partner/Managing Director/ Partner having its Registered Office at and its workshop offices at do declare that I/we have carefully read all the conditions of bid no. Dated.....including all the amendments in..... Ref.for supply contract for University of Rajasthan, Jaipur the year 2021-22 and accepts all conditions of bid including amendments, if any.

I/We agree that the Head, Department of Physics, University of Rajasthan, Jaipur may forfeit bid security and or performance security and debarment/us for a period specifying in orders, if any information/document furnished by us is proved to be false/fabricated at the time of inspection and not complying with the terms and conditions of the bid document as presented in bid, GCC/SCC and other relevant documents.

In relation to my /our bid submitted to Head, Department of Physics, University of Rajasthan, JLN Marg, Jaipur-302004 for procurements of supply of equipment related services(name of work / service)in response to their Notice Inviting Bids No..... Dated.....I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the bidding document issued by the Procuring Entity.
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in 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 officer, not have my /our business activities suspended and not the subjected of legal proceedings for any of the foregoing 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 statement or misrepresentations as to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

(On Non-Judicial Stamp Paper of Rs.50/-)

Format of Affidavit For EM-II(MSME Firm)

I/We.....(Name).....S/o.....(Name).....Aged
 Yrs..... residing at(Address).....
 Proprietor/Partner/Authorized Director of M/s do hereby solemnly
 affirm and declare that:

- (a) My/Our above noted enterprise M/s(Name of Firm).....has
 been issued acknowledgement of Entrepreneurial Memorandum Part-II by the
 District Industries Centre.....(Name & Address with District &
 State)..... The acknowledgement No. is datedand has
 been issued for Manufacture of following items.
- (i)
 - (ii)
 - (iii)
 - (iv)
 - (v)
- (b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part-
 II has not been cancelled or withdrawn by the Industries Department and that
 the enterprise is regularly manufacturing the above items.
- (c) My/Our enterprise is having all the requisite plant and machinery and is fully
 equipped to manufacture the above noted items.

Place.....

Date.....

Signature of Proprietor/Director
 Authorized Signatory with Rubber
 Stamp and date

Production Capacity Declaration and Undertaking

1. I/We..... (Name of firm).....do hereby declare that we have installed manufacturing capacity of quoted item.
2. I/We certify that the quoted model (of quoted item) is fully comply with the prescribed technical specifications having latest technology and equipment is not outdated or of obsolete technology.
3. I/We further certified that over firm manufacturer/direct importer ten number of similar equipment and sold in India during last 3 years. As information submitted in **BF-III**
4. I/We certify that the rates (of quoted item) are reasonable and not sold on lower rates to anyone than charged from University of Rajasthan.
5. I/We do hereby undertake to ensure the availability of spare parts & consumables for quoted model of equipment for at least 10 years from the date of installation/supply.
6. I/We do hereby accept condition of guarantee period and Comprehensive Maintenance Contract (CMC) with spare parts of quoted equipment as per terms & condition or technical specifications. (From the date of installation/ demonstration).
7.
 - a. I/We do hereby undertake that our company/firm has not been black listed/banned/debarred by Union Govt. or any State Govt. or their subordinate departments/Undertakings from participation in bidding.
 - b. I/We do hereby declare that our company/firm has been blacklisted/banned/debarred by..... (Name, Address of Govt./Deptt./State) and detailed information is as given below:
 - i. Cause of blacklisting/banning/Debarring.
 - ii. For which item.....:
 - iii. Period of blacklisting/banning/Debarring.....
 - iv. Latest Status of blacklisting/banning/Debarring.....
8. I/We hereby confirm that we have deposited all the GST/Income Tax and other taxes as on dated with the concerned authority/department. No GST/Income Tax and other taxes are due on the firm as on dated

Signature of Authorized Signatory

Place :

Name and Signature of Bidder

Date :

Designation with seal

(On Firm's letter head)

Statement of Past Supplies and Performance

I/We..... (Name of firm.....)do hereby certify that we have supplied ----- (Name of equipment.....)as per details given below:

Financial year	Order placed by [full address of purchaser with telephone & fax no.]	Order No. and date	Description and quantity of ordered goods	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been supplied & installed satisfactory?
				As per contract	Actual		
2017-18							
2018-19							
2019-20							
Total							

1. It shall be submitted with technical bid and the above information should be verifiable from relevant documents of the bidder.
2. The different variants of same equipment may be considered.
3. Past Performance for the year 2020-21 may also be considered, if accounts are audited and certified by C.A.
4. The past performance criteria is not applicable for ISI marked items.
5. In the case of supply of imported item, the suppliers may be asked to furnish a certificate and other information to the effect that the firm has completed all the formalities including bill of entries in custom in connection with import of the item in question.

Place:

Date:

Signature of Bidder with
(with seal)

(On Firm's letter head)

Average Gross Annual Turn Over Statement

The Average Gross Annual Turnover of M/s.....(Name of Firm)..... and address for the best three years out of last five years are given below and certified that the statement is true and correct:

S. No.	Financial Years	Turnover in Lakhs (Rs)
1.	2016-17	
2.	2017-18	
3.	2018-19	
4.	2019-20	
5.	2020-21	
6.	2021-22	
Total		- Rs. _____ Lakhs

Average gross annual turnover - Rs. _____ Lakhs

Note: Turn over for the year 2020-21 & 2021-22 may also be considered, if the accounts are audited and certified by C.A. It is also certified that the net worth of the Firm is positive.

Date

Signature of the bidder **Signature of Auditor/Seal**
Chartered Accountant
(Name & Address)

Tel. No.

Mob. No.

(On Firm's letter head)

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

[See rule 83 of RTPP and GCC No.-36 (V)]

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

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

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official Address, if any:

(iii) Residential address:

2. Name and address of the respondent (S):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/ authority that passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

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

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

6. Ground of appeal:

.....

.....

..... (Supported by an affidavit)

7. Prayer:

.....

.....

.....

Place

Date

Appellant's Signature

Financial Bid Forms

S. N.	Name Equipment With full Specification	Brand	Approx Qty.	Packing Unit	Net Rate Per Packing Unit (In Rs.)	Rate of GST or Concessional GST against Certificate of Registration from DSIR if applicable	Amount of GST Rs.	Total rates (6+8) Rs.	Rate of CMC after one year of completion of guaranty period Rs.	Rate of CMC after two year of completion of guaranty period. Rs.	Rate of CMC after three year of completion of guaranty period Rs.	Rate of CMC after four year of completion of guaranty period. Rs.	Rate of CMC after five year of completion of guaranty period Rs.
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	X-ray Photoelectron Spectroscopy (XPS) with Ultraviolet Photoelectron Spectroscopy (UPS) unit as per Technical Specifications		1	1									
2					Do not quote rates here.								
3					Rates shall only be filled in BOQ https://eproc.rajasthan.gov.in								

Note: For the purpose of calculation of lowest bidder weightage for net rate shall be 90% and 10% shall be accorded to five years average of CMC Rates.

Signature

Date

Name in Capitals
Company / Firm Seal

Note:

- The concessional GST against c- form/document shall be applicable.
 - The net rate quoted should be inclusive of Custom/other duty but exclusive of GST.
 - Custom component should be separately shown in column no.8 for further reference (if applicable)
 - Rate should be quoted only for packing units as mentioned in the bid
 - No quantity or cash discounts should be offered.
 - Read all the terms & conditions before filling the Financial Bid.
- Please quote rates in absolute amount in Rupees only.

Comprehensive Maintenance Contract (C.M.C)

This Comprehensive Maintenance Contract (CMC) is made on at Jaipur by and between:.....(Name of Firm/Company With Address)..... through (hereinafter referred to as the.....(Name of Firm/Company).....which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns)

AND

The Head, Department of Physics, University of Rajasthan, Jaipur or his designated officer's(hereinafter referred to as the "Procuring Officer" (means user of equipment/consignee/in-charge officer of Department/Unit) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns):

WHEREAS:

- A. M/s.....(Name of Firm/Company)..... is inter alia, engaged in the business of marketing of equipment and apparatus/instruments manufactured by..... (Name of Firm/Company)..... in India and it also provides maintenance service for **Equipment & Instruments** in India;
- B. The Consignee/Procuring Officer has asked to provide service and maintenance of Equipment installed in its premises and(Name of Firm/Company)..... has agreed to provide the services (as defined in Clause 3 below), subject to terms as contained in this Agreement.

Now therefore, in consideration of mutual promises and covenants and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged and agreed to by the parties, the parties execute this contract follows:

1. **Commencement:** - CMC will only be commencing after the completion of guarantee period and a written request by concerned Consignee/User/Incharge Officer, University of Rajasthan, Jaipur/Procuring officer or his authorized officer to the firm. The University of Rajasthan, Jaipur /concerned consignee shall ensure the availability of funds and shall also examine the CMC necessity for a particular equipment/instrument.
2. **Duration, extension and termination of this agreement:**
 - (i) This C.M.C. is the supplementary part of Original Agreement (Contract) No..... of this equipment or instrument.
 - (ii) The validity period of this C.M.C. is for as specified in bid document (..... years) which starts from the next day of completion of Guarantee period of Contract referred in clause first above. The C.M.A. Starts from----- day of ----- 2021 and shall end on the dated-----. However, CMC may be extended for further two years by mutual consent subject to the same terms & conditions.

- (iii) The Security deposited shall be refunded as per condition of original Agreement R/C No. ----- subject to that:
- (a) The 25% of total deposited Performance Security amount shall be withheld against the security of this (CMC) agreement.
 - (b) If there is any default in comprehensive maintenance service the department may forfeit the penalty amount described under clause-8 or any other recovery from security deposit.

The Consignee/Procuring Officer may terminate this contract during the term of this contract, at any time as he considers appropriate in the interest of University/department. No compensation shall be paid to said firm for termination.

3. Scope of this contract and Services to be rendered under this contract by..... (Name of Firm/Company).....:

- (a) Onsite & service centre labour for carrying out preventive maintenance and repairs.
- (b) All parts require replacement shall be supplied to the Consignee by the (Name of Firm/Company)under this agreement at no additional cost, during CMC period.
- (c) Safety and software updates for features that were originally purchased and forming part of the equipment during commencement of this contract.
- (d) Routine Cleaning, lubrication, replacement of o' rings gaskets etc. for all mechanical instruments.
- (e) Routine cleaning & calibration of electronic equipment.
- (f) Spare parts beyond clause no. 6 are included in the CMC offer and will not be charged extra.
- (g) Firms offering conditions:

• Response time	< 48 Hours after first contact
• Service hours	Mon-Sat (09:30-17:00)
• Preventive Maintenance (PM)**	Any number
• Parts for Preventive maintenance	All, as per requirement
	95% (346 Days)
• Up time	
• Breakdown	All
• Technical & Application Support Session	As required
• Demonstrations & Trainings	As & when required

Note: PM Includes Quality Assurance, Safety checks and calibration**

(h) Contact Details of service providing firm:

Full Address:

Email ID:

Hotline:

Service Portal:

Toll Free Number:

(i) Exclusions of Service under this Contract:

- (a) Damages caused by or arising out of or aggravated by fire caused by sources external to the Equipment covered under this agreement, theft, flood, earthquake, war, invasion, act of foreign enemy, hostilities or war like

operations, (whether war be declared or not), civil war, revolution, insurrection, mutiny, Labour unrest, lockout, confiscation, commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any govt. de-jure or de-facto or any public, municipal or local authority.

- (b) Any work external to the Equipment covered under this contract.
- (c) This contract does not cover hardware upgrade of any kind.
- (d) All consumables as per Bid documents as per as clause- 5 .
- (e) Any No. of preventive maintenance visits and any number of breakdown emergency calls will be provided by the firm during guarantee and CAC period.
- (f) Training for the Quoted equipment/machine, if required, will be provided by the firm without any additional charges.

(ii) Limitations of Services under this contract:

- (a) Maintenance and updates will be provided based on originally purchased software options. Additional features, hardware or software, that are not part of the equipment on commencement of this contract are not included in this contract but can be included on mutually agreed terms and conditions, reduced in writing.
- (b) Parts will be replaced at the sole discretion of..... (*Name of Consignee*).....
- (c) Whenever a breakdown call is attended, then during such visit, preventive maintenance can also be carried out. Hence, such a visit may be treated as a preventive maintenance visit also.
- (d) If required and permitted, the transportation of equipment from University to service centre of firm and back to Purchase Officer Site, is sole responsibility of the service providing firm company.

4. Care for the equipment:

The Consignee shall take proper care and diligence in using the equipment so as to ensure that the equipment is protected against damage resulting from accidents, neglect or misuse, pests and insects, etc. The Consignee shall also maintain the optimum temperature and other environmental conditions to safeguard the equipment against damages as per the specification given in the instruction manual.

5. Price:

- (i) In consideration of..... (*Name of Firm/Company*)..... providing the Services (as set out in Clause 2 above), the consignee/Head, Department of Physics, University of Rajasthan, Jaipur shall pay to..... (*Name of Firm/ Company*)..... Maintenance Contract charges (hereinafter the “CMC Charges”) for the equipment set out in **BF-XIII**, annexed to this Agreement.
- (ii) The CMC Charges specified above is inclusive of all taxes, levies, impositions, cess etc. as may be applicable on the Services rendered by..... (*Name of Firm/Company*)..... to the Consignee. If any fresh taxes, levies impositions, cess is levied and changed by the appropriate governmental authority during the Term of this contract; the variation shall be borne by the Procuring Officer.

- (iii) All the defective parts/items shall become the property of..... (*Name of Firm/Company*)..... on replacement of parts and have to be returned to(*Name of Firm/ Company*).....by the Procuring Officer/Consignee only if same are replaced without charges.
- (iv) No price escalation will be applicable.

6. List and rates of consumables:

The (*Name & brand of equipment*)..... has the following requirement of Reagents, Consumables & Spares without which this equipment cannot be made Operational/functional. All the reagents, chemicals, consumables and spares are covered under comprehensive maintenance contract except given below:-

(a) The list of reagents & chemicals: -

S. N.	Name of Reagents & Chemicals	Packaging Unit	Price Rs. Per Unit	Remark
1				
2	-----nil-----			
3	As per Technical Specifications in Chapter - 5			
So on				

(b) The list of consumables:

S. N.	Name of Consumable	Packaging Unit	Price Rs. Per Unit	Remark
1				
2	-----nil-----			
3	As per Technical Specifications in Chapter - 5			
So on				

(c) The list of spares parts:

S. N.	Name of Spares parts of equipment	Packaging Unit	Price Rs. Per Unit	Remark
1				
2	-----nil-----			
3	As per Technical Specifications in Chapter - 5			
So on				

The prices of consumables may vary from time to time, therefore, above prices are not being fixed by University of Rajasthan, Jaipur with this contract. A Committee of three members comprising of Head/ In charge, Department, an expert and the senior most accounts person of that institution or his nominee will decide the reasonability of rates of reagents, consumables & spares by negotiation with the firm.

7. Payment terms:

The University of Rajasthan, Jaipur/Procuring Officer/Consignee shall make 50% advance payment of annual maintenance charges after completion of each six month of satisfactory service by way of Demand Draft/Account payee cheque in favour of service providing firm. The remittance charges shall be borne by the firm. The Consignee shall ensure that maintenance and repair are satisfactory during last half yearly period before further advancing CMC charges to firm.

8. Liquidated damages:

- (i) The Supplier/service providing firm shall be liable to pay a penalty of Rupees five Hundred per day (**Varies from equipment to equipment**) if the firm didn't response after 48 hours from the time of receiving first complain. The complaint may be sent to firm by way of telephone/fax/letter or e-mail. The amount of L.D. will be directly deducted from the S.D./P.S. of the firm at the time of refund or before by way of any adjustment order.
- (ii) During breakdown of equipments/machine firm will depute the engineer for immediate rectification of defect within 48 hours positively otherwise equipment may be got repaired on the risk & cost of firm.

9. Assistance for providing service:

The Procuring Officer shall give..... (*Name of Firm/Company*)..... full access to the equipment to enable..... (*Name of Firm/Company*)..... to provide service, make available to the representative of..... (*Name of Firm/Company*)..... appropriate Procuring Officer staff who are familiar with the Procuring Officer work and provide suitable working space and facilities.

10. Location & location change:

The Location and place of installation shall be decided by the appropriate authority of the University. The Consignee may transport/shift any Equipment or part thereof without the express consent of..... (*Name of Firm/Company*)..... and asked for maintenance of equipment without any additional cost.

11. Indemnification:

Each party hereto (the "Indemnifying Party") shall indemnify and keep the other party hereto (the "Indemnified Party") indemnified and hold free from any harm, against all losses, expenditure, damages, costs and claims incurred or suffered by or made against the indemnified Party by reason of any breach by the indemnifying Party of any of its obligations covenants, representations and warranties.

Each party hereto shall abide by all laws, Byelaws, rules and regulations of the Government and any other authority or local body and shall observe and perform their part of the covenants and conditions and shall attend to answer, and be responsible for all violations of any of the conditions or rules of Bye-laws. Each party hereto shall always keep and hold the other party hereto, harmless and indemnified in this regard.

12. Dispute resolution committee:

If both the parties fail to resolve any issue bilaterally then the specific point may be placed before the Dispute Resolution Committee consisting Head, Department of Physics, University of Rajasthan, Jaipur, Comptroller of Finance & Financial Advisor, University of Rajasthan, Jaipur and Head of the Department. The service providing firm shall participate in proceedings through his authorized signatory of contractholding firm only.

13. Jurisdiction:

All actions, proceedings and suits arising from or connected to this contract shall be subject to the exclusive jurisdiction of courts in Jaipur.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement on the day and year first hereinabove written:

Signed on behalf of the

Signed on behalf of the

Signed-----

Signed -----

(Authorized signatory)

(Authorized signatory)

Name_____

Name_____

(Capitals)

(Capitals)

Designation:_____

Designation: _____

Rubber stamp

Rubber stamp

Witness-1

Witness-1

Witness-2

Witness-2

Maintenance Contract Charges/Rates

(Amount in Rs.)

S. No.	Years (After Completion of Guarantee Period)	Prices including taxes and other all kind of charges	
		In Figures	In Words
1	I Year	Note-Don't write rates here	Note-Don't write rates here
2	II Year		
3	III Year		
4	IV Year		
5	V Year		

Note: No rates should be quoted in this annexure. Maintenance charges should be filled in Financial Bid on portal <https://eproc.rajasthan.gov.in> only.

Signature with seal

Signature with seal

Authorized Signatory of Firm

Authorized Signatory of University

(On the letterhead of firm and notarized)

Authorisation of Bidder by the Firm

To,

The Head, Department of Physics,
University of Rajasthan, Jaipur
Jaipur-302004, (Rajasthan)

Subject: Regarding authorisation of Bidder by the Firm.

Ref.: Your NIB no.dated.....

Name of items.....

Dear Sir,

I/we.....(Name).....for M/s.....(Name of firm).....who are proven and reputable manufacturers(Name of item).....having factory at(Address of Factory and Office)..... hereby authorize Mr..... (Name & Designation of Bidder).....to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bid documents/NIB for the above goods manufactured by us.

I/we obtain the approval of Board of Directors of our Firm in the meeting no.....held on dated.....at Agenda No.....

I/we further confirm that no individual other than Mr.....(Name & Designation of Bidder), is authorised to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bid documents for the above goods manufactured by our Firm.

I/we also hereby extend our full guarantee, CMC as applicable as per Bid conditions of Contract, read with modifications/addendum, if any, in the General/Special Conditions of Contract for the goods and services offered for supply by the authorized Bidder/Signatory against this Bid document.

I/we also hereby confirm that we shall also be responsible for the satisfactory execution of contract placed on the authorized Firm.

This authorization shall be valid till the completion of the contract period and related services ie. Guarantee and Comprehensive Maintenance obligations etc., whichever is later.

The attested photocopy of photo ID/Voter ID/Driving License/Any other equal document for authorised person is enclosed here.

Yours faithfully,

(Name & Signature of Chairman & CMD).....

For M/s
AUTHORISED SIGNATORY OF FIRM

Accepted by the authorized person Mr.....(Signature, Name & Address).....

(On A Non-Judicial Stamp Paper of Rs. 100/-)

Verification of Bid

I/We M/s. represented by its Proprietor/managing Partner/Managing Director having its Registered Office at and its Factory Premises at do declare that I/we have carefully read all the conditions of bid no. Dated.....including all the amendments in..... Ref.for supply cum contractof..... (Item name)..... for University of Rajasthan, Jaipur for the year 2014-15 and accepts all conditions of bid including amendments, if any.

I/We agree that the Head, Department of Physics, University of Rajasthan, Jaipur may forfeit bid security and or performance security and debar me/us for a period specifying in orders, if any information/document furnished by us is proved to be false/fabricated at the time of inspection and not complying with the terms and conditions of the bid document as presented in bid, GCC/SCC and other relevant documents.

I/we.....S/o.....
 ... Aged.....year residing at Authorized Bidder/Proprietor/ Partner/Director of Firm M/s..... Verify and confirm that the contents of bidding documents, its bidding forms **BF-I to BF-XV** and other information submitted for NIB No. are true and correct to the best of my knowledge and nothing has been concealed therein.
 May God help me

Signature & Seal of bidder
 Name & Address:

Note:- To be attested by the Notary

Signature of Bidder.....
 Name:
 Address:
 Mobile No.....
 E-mail address.....

Chapter-12

Contract Forms (CF)

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**University of Rajasthan,
Jaipur-302004**

Ph. No.:

Email:

LETTER OF ACCEPTANCE

M/s

.....

.....

.....

Sub :- Acceptance of the bid rates for the item

Ref :- Your bid no. dated

1. Item (s) as per schedule enclosed/ noted/is/are approved in your favor against the rate (s) quoted by you in the above-mentioned bid. According to clause No. 18 of the terms & conditions of the bid it is necessary to execute as agreement in the prescribed form enclosed, on a Non – Judicial Stamp Paper of Rs.5000/- or as per rules and furnish the requisite amount of performance security. The amount of performance security calculated on the basis of the approved items and indicative quantity mentioned in the bid from works out to Rs. (Rs. Only)
2. The performance security shall be furnished to The Head, Department of Physics, University of Rajasthan, Jaipur: Bank Drafts/ Bankers cheque of a scheduled bank payable at Jaipur.
3. All terms and conditions of the Bid document shall be an integral part of the contract. You are informed to return the agreement form along with schedule of rates for approved item (s) in duplicate duly filled in and signed by you with signature and addresses of two witnesses below signature at the appropriate place mentioned in the agreement form. The copies of the agreement form must be send duly completed in all respect along with the amount as mentioned above falling which it will be treated as a breach of the terms and conditions of the bid and it will also be presumed that you are not interested in entering into the contract and approval of the rates shall be cancelled without notice or any reference.
4. The list of approved items may be checked and in case there is any difference between your offer and the approved rates, the same may be intimated immediately, failing which it will be presumed that it is correct as per your offer and technical specification.

5. The Firm shall furnish statement of supplies made as per terms of conditions to Head, Department of Physics, University of Rajasthan, Jaipur
6. Please note that self-attested/notarized copies of documents shall be considered valid. If photocopies are submitted, then at the time of signing the agreement, the firm shall bring original documents for confirmation.
7. Also please arrange to furnish the following documents required under the terms& conditions of the bid failing which the agreement will not be executed and the failure would lie at your part: -
 - (i) **The original copy of Bid document signed on each page, which has been uploaded on e-procurement portal.**
 - (ii)
8. You are therefore; requested to please complete the above formalities within 15 days from the date of issue of this letter. The duly signed duplicate copy of the agreement will be returned to you for reference.

Encl.

1. Agreement form
2. Schedule of Rates
3. CMC format, *if applicable*
4. Any other

Head, Department of Physics,
University of Rajasthan
Jaipur

AGREEMENT FORM

1. This deed of agreement is made on this day of2014 for the contract period 2021-22.
2. Ending of equipment item-----between M/s -----
----- represented by Shri Proprietor/Managing Director/Managing Partners having its registered office at and its factory premises at..... (hereinafter called “the approved supplier”, which expression shall where the context so admits, be deemed to include his heirs successors, executors and administrators unless excluded by the contract) on the one part and the University of Rajasthan, Jaipur, represented by its Head, Department of Physics, having its office at JLN Marg, Jaipur, Jaipur, Rajasthan (hereinafter referred to as “The Procuring Entity” which term shall include its successors, representatives, executors, assigns and administrator unless excluded by the contract) on the other part.
3. Whereas the supplier has agreed with the Procuring Entity, the equipment, instruments and other supplies with specifications mentioned in the Schedule attached here to at the prices noted here in and in the manner and under the terms and conditions herein after mentioned to the University of Rajasthan, Jaipur of the State of Rajasthan at its head office as well as at offices/consignees throughout Rajasthan, all those articles/items set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in **column No. ---** (Approved Rate-----) of the said attached schedule.
4. And whereas the approved supplier has deposited the Procuring Entity a sum of **Rs.----- (In words Rs.-----only)** as security deposit for the due and faithful performance of this agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now this present witness that for carrying out the said agreement in this behalf into execution the supplier and the procuring entity do hereby mutually covenant, declare, contract, and agree with each other of them in the manner following, that is to say:
5. The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to bid floated for the supply of equipment, instruments and other supplies for University of Rajasthan, Jaipur for the year 2012-13, the instruction to Bidders, particulars hereinafter defined and those general and special conditions that may be added from time to time.
 - (a) The agreement is for the supply by the Supplier to the Procuring Entity of equipment, instruments and other supplies specified in the Schedule attached here to at process noted against each therein on the terms and conditions set forth in the Agreement.

- (b) The Agreement shall be deemed to have come into force with effect from the dateand it shall remain in force for a period of eighteen months or as for extended period.
- (c) The indicative quantity noted against each item in the documents attached hereto indicates only the probable total requirements of the Procuring Entity in respect of each item for the placement of supply orders. This quantity may increase or decrease at the discretion of the Procuring Entity. The supplier shall supply for the equipment, instruments, and other supplies based on the supply orders placed to supplier from time to time by the procuring authorities specifying the quantities required to be supplied at the specific location in the state of Rajasthan. As mentioned in bid document.
6. Now these Presents witness:
- (a) In Consideration of the payment to be made by the University of Rajasthan, Jaipur or consignee offices at the rates set forth in the schedule hereto a appended the approved supplier will duly supply the said articles set forth in Schedule of Rates and supply order thereof in the manner set forth in the conditions of the bid and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- (b) The conditions of the bid and contract for open bid enclosed to the bid notice No..... Dated: & corrigendum no..... Dated: and appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- (c) Letters received from Bidder and letters issued by University of Rajasthan, Jaipur in the regard of this bid and also as appended to this agreement shall also form part of this agreement.
- (d)
- (i) University of Rajasthan, Jaipur do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, University of Rajasthan, Jaipur will through Demand Draft/RTGS Transfer or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- (ii) The mode of payment will be as specified in terms & conditions of the bid *i.e.*, through RTGS/ banker's cheque/Demand Draft etc.
7. The delivery shall be affected and completed within the period noted below from the date of supply order:
- | S. | Items Quantity | Delivery Period |
|----|----------------------|----------------------------------|
| 1 | As per supply orders | As per terms & conditions of bid |
- 8.
- (a) The time specified for delivery in the bid form shall be deemed to be the Essence of the contract and the successful Bidder shall arrange supplies Within the period on receipt of order from the procuring entity.

- (b) In case extension in the delivery period is granted by the procuring entity with liquidated damages (L.D.), the recovery shall be made on the basis of following percentages of value of stores, which the supplier fails to supply:
- Delay up to one fourth period of the prescribed delivery period- 2.5 %
 - Delay exceeding one fourth but not exceeding half of the prescribed delivery period - 5%
 - Delay exceeding half but not exceeding three fourth of the prescribed delivery period- 7.5%
 - Delay exceeding three fourth of the prescribed delivery period- 10%
- Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damages shall be 10%.

- (c) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (d) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the supplier.

9. Termination of contract on breach of condition

- (i) (a) In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the supplier as performance security and cancel the contract.
- (b) In case the supplier fails, neglects, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the procuring entity or any such failure, neglect or refusal, to put an end to this agreement and thereupon every article, cause and thing herein contained on the part of the procuring entity shall cease and be void, and in case of any damage, loss, expense, difference in cost or other moneys from out of any moneys for the time being payable to the supplier under this and/or any other contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the procuring entity to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the procuring entity shall have sustained, incurred or been put to by reason of the supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in performance of this contract.
- (c) If at any time during the course of the contract, it is found that any information furnished by the supplier to the procuring entity, either in his bid or otherwise, is false, the procuring entity may put an end to the contract/agreement wholly or in part and thereupon the provision of clause (a) above shall apply.
- (ii) The procuring entity reserves the right to terminate without assigning any reasons therefore the contract/agreement either wholly or in part without any notice to the supplier. The supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the procuring entity.

- (iii) Notice etc. in writing
All certificates or notice or orders for time or for extra, varied or altered supplies, which are to be the subject of extra or varied charges whether so described in the agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.
- (iv) The supplier shall not in any way be interested in or concerned directly or indirectly with, any of the officers or subordinate or servants of the procuring entity, in any trade, business or transactions not shall the supplier give or pay or promise to give or pay such officer or subordinate or servant directly or indirectly any money or fee or other consideration under designation of "custom" or otherwise; nor shall the supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the procuring entity obtained in first hand.
- (v) Bankruptcy of the supplier:- In case the Supplier at any time during the continuance of the contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the procuring entity to put an end to the agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the procuring entity, shall cease and be void and the procuring entity shall have all the rights and remedies given to him under the preceding clauses.
- (vi) Serving of notice on supplier: All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the supplier, if delivered/e-mailed to him or left at his premises/e-mail address, place of business or abode.
10. Dispute settlement:
All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Head, Department of Physics, University of Rajasthan, Jaipur and the decision of the Head, Department of Physics, University of Rajasthan, Jaipur shall be final as per bid terms and conditions. and it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the present, the decision of the Head, Department of Physics, University of Rajasthan, Jaipur in the matter shall be final and binding.
If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contact, the matter shall be referred to by the Parties to the M.D, University who will appoint his senior most deputy [ED,(P)] as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. All legal proceedings, if necessary, arise to institute may by any of the parties (University or Contractor) shall have to be lodged in courts situated at Jaipur in Rajasthan and not elsewhere.
11. If the rates of the approved items are reduced in any manner by the G.O.I./other state governments, the approved supplier will have to notify University of Rajasthan, Jaipur and reduce the rates in the same proportion.

12. The Firm shall furnish consolidated statement of supplies made, in **BF-XI** to Head, Department of Physics, University of Rajasthan, Jaipur by the 10th of next month as per terms & conditions of the bid.
13. In addition to the recourse available in the bidding documents or the contract, the bidding process shall also be subject to the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under. All terms and conditions of the bid shall be an integral part of the contract.
14. **Jurisdiction:**
All actions, proceedings and suits arising from or connected to this Agreement shall be subject to the exclusive jurisdiction of courts in Jaipur.

In witness whereof the parties here to have set their hands on the day.....
of 2014.

Signature of the approved
Supplier with Seal

Head, Department of Physics,
For and on behalf of
University of Rajasthan
Jaipur

Witness-1

Witness-1

Witness-2

Witness-2

Ph. No.:
Email:

M/s

Name & Detail of item-.....

S. No	Name of approved item(s) with full specification	Brand/ Make	Packing Unit	Approved Rate Per Unit (Rs.)
1	2	3	4	5

**Head, Department of Physics,
University of Rajasthan Jaipur**

(On bank's letter head)

FORM OF BANK GUARANTEE

To,

Head, Department of Physics,
University of Rajasthan,
JLN Marg
Jaipur-302004

Whereas the Head, Department of Physics, University of Rajasthan, Jaipur having entered into an agreement No..... dated..... with M/s (hereinafter called the "approved supplier") for (Name of item) here-in-after called "the said agreement" under which the Supplier(s) M/s have applied to furnish Bank Guarantee (B.G.) to make up the full performance security.

1. In consideration of the University of Rajasthan having made such a stipulation in agreement. We..... (Indicate the name of the Bank) here-in-after referred to as "the Bank" at the request of M/s..... Supplier (s) do hereby undertake to pay to the University of Rajasthan, Jaipur amount not exceeding Rs. (Rupees only) on demand by University of Rajasthan, Jaipur.

2. We (Indicate the name of Bank), do hereby undertake to pay Rs. Any demur or delay, merely on a demand from the University of Rajasthan, Jaipur any such demand made on the bank by the University of Rajasthan, Jaipur shall be conclusive and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the University of Rajasthan, Jaipur and We (indicate the name of Bank), bound ourselves with all directions given by University of Rajasthan, Jaipur regarding this Bank Guarantee However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

3. We (Indicate the name of Bank), undertake to pay to the University of Rajasthan, Jaipur any money. so demanded notwithstanding any dispute or disputes raised by the Supplier(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We (indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said Agreement and that it shall continue to be enforceable till all the dues of the University of Rajasthan, Jaipur under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said supplier and accordingly discharges this guarantee.

5. We (indicate the name of Bank), further agree with the University of Rajasthan, Jaipur that the University of Rajasthan, Jaipur shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to

vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Supplier(s) from time to time or to postpone for any time or from to time any of the powers exercisable by the University of Rajasthan, Jaipur against the said supplier forbear or enforce any of the terms and conditions relating to the said Agreement and forbear or enforce any of the terms and condition relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier(s) or for any forbearance act or omission on the part of the University of Rajasthan, Jaipur or any indulgence by the University of Rajasthan, Jaipur to the said Supplied(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us (Indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

7. We (Indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the University of Rajasthan, Jaipur in writing.

8. This Performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the University of Rajasthan, Jaipur. Notwithstanding anything mentioned above. Our liability against this guarantee is restricted to Rs. (Rupees only).

9. It shall not be necessary for the University of Rajasthan, Jaipur to proceed against the Supplier before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the University of Rajasthan, Jaipur may have obtained or obtain from the Supplier.

10. The Bank Guarantee shall be payable at the Jaipur. If the last date of expiry of the Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expiry on the close of the next working day.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted Rs./- (Rupees) and our guarantee shall remain in force up to date unless a demand or claim under the guarantee is made on us in writing or by e-mailing on or before date Therefore, after date all your rights under the guarantee shall be forfeited and we shall be relived and discharged from all liabilities hereunder irrespective of whether or not the original guarantee is returned to us.

Datedday of..... For and on behalf of the Bank (indicate the Bank)

Signature & Designation

E-mail address.....

The above Bank Guarantee is accepted by the Head, Department of Physics, University of Rajasthan, Jaipur.

Signature

For & on behalf of University of Rajasthan, Jaipur

(Non – Judicial Stamp Paper of Rs.100/-)

COMPREHENSIVE MAINTENANCE CONTRACT (C.M.C)

This Comprehensive Maintenance Contract (CMC) is made on at Jaipur by and between:

.....(Name of Firm/Company With Address)..... through (hereinafter referred to as the.....(Name of Firm/Company).....which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns)

AND

The Head, Department of Physics, University of Rajasthan, Jaipur or his designated officer's (hereinafter referred to as the "Procuring Officer" (means user of equipment/consignee/in-charge officer of Department/Unit) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns):

WHEREAS:

- C. M/s.....(Name of Firm/Company)..... is inter alia, engaged in the business of marketing of equipment and apparatus/instruments manufactured by..... (Name of Firm/Company)..... in India and it also provides maintenance service for **Equipment & Instruments** in India;
- D. The Consignee/Procuring Officer has asked to provide service and maintenance of Equipment installed in its premises and(Name of Firm/Company)..... has agreed to provide the services (as defined in Clause 3 below), subject to terms as contained in this Agreement.

Now therefore, in consideration of mutual promises and covenants and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged and agreed to by the parties, the parties execute this contract follows:

1. **Commencement:** - CMC will only be commencing after the completion of guarantee period and a written request by concerned Consignee/User/Incharge Officer, University of Rajasthan, Jaipur/Procuring officer or his authorized officer to the firm. The University of Rajasthan, Jaipur /concerned consignee shall ensure the availability of funds and shall also examine the CMC necessity for a particular equipment/instrument.
2. **Duration, extension and termination of this agreement:**
 - (i) This C.M.C. is the supplementary part of Original Agreement (Contract) No..... of this equipment or instrument.
 - (ii) The validity period of this C.M.C. is for as specified in bid document (..... years) which starts from the next day of completion of Guarantee period of Contract referred in clause first above. The C.M.A. Starts from----- day of ----- 2021 and shall end on the dated----- . However, CMC may be

extended for further two years by mutual consent subject to the same terms & conditions.

(iii) The Security deposited shall be refunded as per condition of original Agreement R/C No. ----- subject to that :-

(a) The 25% of total deposited Performance Security amount shall be withheld against the security of this (CMC) agreement.

(b) If there is any default in comprehensive maintenance service the department may forfeit the penalty amount described under clause-8 or any other recovery from security deposit.

The Consignee/Procuring Officer may terminate this contract during the term of this contract, at any time as he considers appropriate in the interest of University/department. No compensation shall be paid to said firm for termination.

3. Scope of this contract and Services to be rendered under this contract by..... (Name of Firm/Company):

(a) Onsite & service centre labour for carrying out preventive maintenance and repairs.

(b) All parts require replacement shall be supplied to the Consignee by the (Name of Firm/Company)under this agreement at no additional cost, during CMC period.

(c) Safety and software updates for features that were originally purchased and forming part of the equipment during commencement of this contract.

(d) Routine Cleaning, lubrication, replacement of o' rings gaskets etc. for all mechanical instruments.

(e) Routine cleaning & calibration of electronic equipment.

(f) Spare parts beyond clause no. 6 are included in the CMC offer and will not be charged extra.

(g) Firms offering conditions:

• Response time < 48 Hours after first contact

• Service hours Mon-Sat (09:30-17:00)

• Preventive Maintenance (PM)** Any number

• Parts for Preventive maintenance All, as per requirement

• Up time 95% (346 Days)

• Breakdown All

• Technical & Application Support As required
Session

• Demonstrations & Trainings As & when required

Note: PM Includes Quality Assurance, Safety checks and calibration**

(h) Contact Details of service providing firm:

Full Address:

Email ID:

Hotline:

Service Portal:
Toll Free Number:

(ii) Exclusions of Service under this Contract:

- (a) Damages caused by or arising out of or aggravated by fire caused by sources external to the Equipment covered under this agreement, theft, flood, earthquake, war, invasion, act of foreign enemy, hostilities or war like operations, (whether war be declared or not), civil war, revolution, insurrection, mutiny, Labour unrest, lockout, confiscation, commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any govt. de-jure or de-facto or any public, municipal or local authority.
- (b) Any work external to the Equipment covered under this contract.
- (c) This contract does not cover hardware upgrade of any kind.
- (d) All consumables as per Bid documents as per as clause- 5 .
- (e) Any No. of preventive maintenance visits and any number of breakdown emergency calls will be provided by the firm during guarantee and CAC period.
- (f) Training for the Quoted equipment/machine, if required, will be provided by the firm without any additional charges.

(ii) Limitations of Services under this contract:

- (e) Maintenance and updates will be provided based on originally purchased software options. Additional features, hardware or software, that are not part of the equipment on commencement of this contract are not included in this contract but can be included on mutually agreed terms and conditions, reduced in writing.
- (f) Parts will be replaced at the sole discretion of..... (Name of Consignee).....
- (g) Whenever a breakdown call is attended, then during such visit, preventive maintenance can also be carried out. Hence, such a visit may be treated as a preventive maintenance visit also.
- (h) If required and permitted, the transportation of equipment from university to service centre of firm and back to Purchase Officer Site, is sole responsibility of the service providing firm company.

4. Care for the equipment:

The Consignee shall take proper care and diligence in using the equipment so as to ensure that the equipment is protected against damage resulting from accidents, neglect or misuse, pests and insects, etc. The Consignee shall also maintain the optimum temperature and other environmental conditions to safeguard the equipment against damages as per the specification given in the instruction manual.

5. Price:

- (i) In consideration of..... (Name of Firm/Company)..... providing the Services (as set out in Clause 2 above), the consignee/Head, Department of Physics, University of Rajasthan, Jaipur shall pay to..... (Name of Firm/

Company).....Maintenance Contract charges (hereinafter the “CMC Charges”) for the equipment set out in **BF-XIII**, annexed to this Agreement.

- (ii) The CMC Charges specified above is inclusive of all taxes, levies, impositions, cess etc. as may be applicable on the Services rendered by..... (Name of Firm/Company) to the Consignee. If any fresh taxes, levies impositions, cess is levied and changed by the appropriate governmental authority during the Term of this contract; the variation shall be borne by the Procuring Officer.
- (iii) All the defective parts/items shall become the property of..... (Name of Firm/Company) on replacement of parts and have to be returned to(Name of Firm/ Company)by the Procuring Officer/Consignee only if same are replaced without charges.
- (iv) No price escalation will be applicable.

6. List and rates of consumables:

The (Name & brand of equipment) has the following requirement of Reagents, Consumables & Spares without which this equipment cannot be made Operational/functional. All the reagents, chemicals, consumables and spares are covered under comprehensive maintenance contract except given below:-

(a) The list of reagents & chemicals: -

S. N.	Name of Reagents & Chemicals	Packaging Unit	Price Rs. Per Unit	Remark
1				
2	-----nil-----			
3	As per Technical Specifications in Chapter - 5			
So on				

(b) The list of consumables:

S. N.	Name of Consumable	Packaging Unit	Price Rs. Per Unit	Remark
1				
2	-----nil-----			
3	As per Technical Specifications in Chapter - 5			
So on				

(c) The list of spares parts:

S. N.	Name of Spares parts of equipment	Packaging Unit	Price Rs. Per Unit	Remark
1				
2	-----nil-----			
3	As per Technical Specifications in Chapter - 5			
So on				

The prices of consumables may vary from time to time, therefore, above prices are not being fixed by University of Rajasthan, Jaipur with this contract. A Committee of three members comprising of Head/ In charge, Department, an expert and the senior most accounts person of that institution or his nominee will decide the reasonability of rates of reagents, consumables & spares by negotiation with the firm.

7. Payment terms:

The University of Rajasthan, Jaipur/Procuring Officer/Consignee shall make 50% advance payment of annual maintenance charges after completion of each six month of satisfactory service by way of Demand Draft/Account payee cheque in favour of service providing firm. The remittance charges shall be borne by the firm. The Consignee shall ensure that maintenance and repair are satisfactory during last half yearly period before further advancing CMC charges to firm.

8. Liquidated damages:

- (i) The Supplier/service providing firm shall be liable to pay a penalty of Rupees five Hundred per day (**Varies from equipment to equipment**) if the firm didn't response after 48 hours from the time of receiving first complain. The complaint may be sent to firm by way of telephone/fax/letter or e-mail. The amount of L.D. will be directly deducted from the S.D./P.S. of the firm at the time of refund or before by way of any adjustment order.
- (ii) During breakdown of equipment/machine firm will depute the engineer for immediate rectification of defect within 48 hours positively otherwise equipment may be got repaired on the risk & cost of firm.

9. Assistance for providing service:

The Procuring Officer shall give..... (*Name of Firm/Company*)..... full access to the equipment to enable..... (*Name of Firm/Company*)..... to provide service, make available to the representative of..... (*Name of Firm/Company*)..... appropriate Procuring Officer staff who are familiar with the Procuring Officer work and provide suitable working space and facilities.

10. Location & location change:

The Location and place of installation shall be decided by the appropriate authority of the University. The Consignee may transport/shift any Equipment or part thereof without the express consent of..... (*Name of Firm/Company*)..... and asked for maintenance of equipment without any additional cost.

11. Indemnification:

Each party hereto (the "Indemnifying Party") shall indemnify and keep the other party hereto (the "Indemnified Party") indemnified and hold free from any harm, against all losses, expenditure, damages, costs and claims incurred or suffered by or made against the indemnified Party by reason of any breach by the indemnifying Party of any of its obligations covenants, representations and warranties.

Each party hereto shall abide by all laws, Byelaws, rules and regulations of the Government and any other authority or local body and shall observe and perform their part of the covenants and conditions and shall attend to answer, and be responsible for all violations of any of the conditions or rules of Bye-laws. Each party hereto shall always keep and hold the other party hereto, harmless and indemnified in this regard.

12. Dispute resolution committee:

If both the parties fail to resolve any issue bilaterally then the specific point may be placed before the Dispute Resolution Committee consisting Registrar, University of Rajasthan, Jaipur, Comptroller of Finance & Financial Advisor, University of Rajasthan, Jaipur and Head of the Department. The service providing firm shall participate in proceedings through his authorized signatory of contractholding firm only.

13. Jurisdiction:

All actions, proceedings and suits arising from or connected to this contract shall be subject to the exclusive jurisdiction of courts in Jaipur.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement on the day and year first hereinabove written:

Signed on behalf of the

Signed-----

(Authorized signatory)

Name_____

(Capitals)

Designation:_____

Rubber stamp

Signed on behalf of the

Signed -----

(Authorized signatory)

Name_____

(Capitals)

Designation: _____

Rubber stamp

Witness-1

Witness-1

Witness-2

Witness-2

MAINTENANCE CONTRACT CHARGES/RATES

(Amount in Rs.)

S. No.	Years (After Completion of Guarantee Period)	Prices including taxes and other all kind of charges	
		In Figures	In Words
1	I Year	Note-Don't write rates here	Note-Don't write rates here
2	II Year		
3	III Year		
4	IV Year		
5	V Year		

Note: No rates should be quoted in this annexure. Maintenance charges should be filled in Financial Bid on portal <https://eproc.rajasthan.gov.in> only.

Signature with seal

Signature with seal

Authorized Signatory of Firm

Authorized Signatory of University