



## University of Kota, Kota

कोटा विश्वविद्यालय, कोटा

### Notice Inviting Bid (NIB)

**NIB No. F 4() /Dean P.G./UOK/2017/03**

**Date: .04.2017**

University of Kota, Kota hereby invites E-bid globally in **TWO BID SYSTEM** (Technical Bid and Price Bid/BOQ separately) for **supply and installation of X-ray Diffractometer including allied accessories** under **DST-FIST Project** in the Department of Pure and Applied Chemistry. The bid may be downloaded from 11.04.2017 (11.00AM) and last date of submission of the bid is 24.05.2017 (03.00PM). Details of the same may be seen on **<http://sppp.rajasthan.gov.in>** or **<http://eproc.rajasthan.gov.in>** or University website **[www.uok.ac.in](http://www.uok.ac.in)**.

**Registrar**



# University of Kota, Kota

कोटा विश्वविद्यालय, कोटा

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NIB No: 03/2017

Date 07.04-2017

## Chapter-I

### "NOTICE INVITING BID (ON LINE)"

University of Kota, Kota invites e-bid globally under Rajasthan Transparency in Public Procurement Act, 2012 & Rules, 2013 in **TWO BID SYSTEM** (Technical Bid and Price Bid/BOQ separately) for **supply and installation of X-Ray Diffractometer including allied accessories** under **DST-FIST Project** in the Department of Pure and Applied Chemistry from experienced, technically and financially sound & reputed manufacturers/authorized dealers of the companies fulfilling eligibility criteria, through e-procurement system as described in the bid document as appended below:-

S. No.	Name of goods/services	Specifications/scope of work	Estimated cost	Bid Security	Tender fee	RISL Processing fee
1	<b>supply and installation of X-Ray Diffractometer including allied accessories</b>	as per detailed specifications /scope of work mentioned in tender document	Rs. 75.00 Lakh	Rs. 1,50,000	Rs.1000/-	Rs.1000/-

Important dates for downloading and submitting the e-tender are as follows:-

Date and time of downloading of bid document	11.04.2017 (11.00 AM)
Date and time of on-line submission of bid	15.05.2017 (11.00 AM) to 24.05.2017 (05:00 PM)
Date/ time and place of pre bid meeting	08.05.2017 (11.30 AM), Comptroller Office, University of Kota
Last date of physical submission of Bid Security, Tender fee and RISL processing fee	24.05.2017 (5:00 PM)
Date and time of on-line opening of Prequalification/Technical Bid	25.05.2017 (11:30 AM)
Date and time of on-line opening of Price Bid in the office of Comptroller, University of Kota, Kota	To be informed separately

#### Instructions to bidder:-

1. The bid documents, terms and conditions may be seen and downloaded from the websites <http://sppp.rajasthan.gov.in/http://eproc.rajasthan.gov.in/www.uok.ac.in>

2. The interested bidders may submit their on-line bids on **[eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in)** along with separate Demand Drafts drawn in favour of “University of Kota, Kota” payable at Kota towards the cost of Tender Fee (non-refundable), Bid Security and RISL Processing Fee (Non-refundable) demand draft in favour of “Managing Director, RISL” payable at Jaipur.
3. The above demand drafts must reach physically in the office of Registrar, University of Kota, Kota on or before last date as mentioned above failing which bids shall not be considered.
4. Bidders, having digital signature certificate (DSC) as per IT Act, 2000 to sign their electronic bids, shall submit their offer on-line on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) with in stipulated time and date mentioned herein above. Bids shall not be accepted personally. The bids will be opened on the same date and time before purchase committee in the presence of bidder or their authorized representative who may be present.
5. In the event of the specified dates being a holiday, the activities assigned on that date may be carried out on next working day on the same time.
6. University of Kota, Kota is not bound to accept the lowest bid and may reject any bid or any part of the bid without assigning any reason therefor.
7. Bids received after the prescribed time and date will not be considered.
8. The bidders shall have to submit Sales Tax Registration number along with copy of Sales Tax Clearance Certificate from the Commercial Taxes Officer concerned without which the bids will not be considered.
9. MSME units are partially exempted from the payment of Bid Security on the basis of registration issued by the Director of Industries or their representative and shall pay Bid Security @ 0.5% of the estimated value of the bid.
10. Validity: - 90 days from the opening of Technical bid.
11. In case of any query, the undersigned may be contacted at 0744-2472934, 9352619059 (Professor Ashu Rani, Dean P G) or e-mail at [fo.uok2003@gmail.com](mailto:fo.uok2003@gmail.com) / [registrar@uok.ac.in](mailto:registrar@uok.ac.in)
12. Bids are to be submitted by the manufacturer of the subject matter of procurement or their authorized dealers only.
13. In case of any amendment, addendum, etc. corrigendum shall be published on **<http://sppp.rajasthan.gov.in/http://eproc.rajasthan.gov.in/www.uok.ac.in>** only.
14. **A set of hard copies related to eligibility criteria uploaded with Technical Bid should be presented physically to the University along with D.Ds., required for submission of the bid.**

## Chapter-II

### Detailed Technical Specifications for X-Ray Diffractometer (XRD) including Allied Accessories

Department of Pure and Applied Chemistry, University of Kota, Kota under the DST-FIST sanction, requires to purchase an automatic XRD system (floor Model) for analyzing powder and thin film samples for academic and research purposes. / Powder / Thin film samples consist of nano/ polycrystalline (Metal, Metal oxides, Metal Nitride and Polymer, etc) materials. Thin films deposited on device grade polished substrates such as Silicon/Sapphire/Silicon carbide/Glass etc. The system must be capable for phase identification and quantitative / qualitative analysis of powder and thin film samples.

An integrated system inclusive of X-ray source, incident and receiving optics components with mountings, goniometer with substrate/wafer holding stage, diffraction optics with mountings and detector appropriately assembled in suitable radiation shielded cabinet. The system should be equipped with proper adjustable mounting legs and wheels. The machine must be interfaced with computer. The system should be brand new from all respects. The detailed specifications of individual modules shall comply with following requirements.

#### PART-A

##### 1. X-ray source:

- 1.1. Power output: 3kW or better.
- 1.2. Maximum high voltage 50 kV or better (Voltage increment in steps of 1kV).
- 1.3. Maximum current 60 mA or better (Current increment in steps of 1mA).
- 1.4. X-ray tube (Glass or Ceramic) must be of standard insulation, with minimum five year Warrantee/guarantee.
- 1.5 Cu as Target material with necessary filter for  $K\beta$  with minimum five year guarantee.
- 1.6. The X-ray tube should give drift free performance of minimum 10,000 hrs or more with supportive documents.
- 1.7. The power rating (range) of X-ray tube has to be specified.
- 1.8. Stability  $\pm 0.01\%$  or better for 10% input voltage variation.
- 1.9. Appropriate water cooling arrangement should be provided.
- 1.10. The Generator should automatically come to standby mode, when there is no measurement/analysis of sample.
- 1.11. Safety measures for overheating/overloading X-ray tube should be provided.
- 1.12. The X-ray machine must meet international standard of radiation safety, provide supporting documents.

##### 2. Goniometer:

- 2.1. High precision goniometer with compatible latest  $\theta$ - $\theta$  geometry with minimum 240 mm radius and  $\theta$ -2 $\theta$  grazing incidence diffraction (GID) geometry that able to perform symmetric and asymmetric analysis.

- 2.2. The goniometer radius must be variable with easy alignment procedure for better resolution.
- 2.3. Goniometer angle positioning must be done with easy handling for optimum scanning speed and positioning precision.
- 2.4.  $2\theta$  measurement range must be  $0^\circ$  to  $160^\circ$  or better. The scan speed should be 0.01 to 50 deg/min or better.
- 2.5. The minimum step size:  $0.0001^\circ$  or better
- 2.6. Angular reproducibility:  $\pm 0.001^\circ$  or better
- 2.7. Angular accuracy:  $\pm 0.003^\circ$  or better
- 2.8. Peak position accuracy should be  $\pm 0.01^\circ$  for  $2\theta$  on NIST standard sample (Si and Corundum) over whole scan range
- 2.9. Goniometer should be provided with suitable guarantee.

**3. Optics:** standard with necessary automation and following features

- 3.1. The optics must have all computer controlled optics components such as divergence slits, anti-scattering slits, receiving slits, soller slits and monochromator as required for analyses of powder and thin films.
- 3.2. The optics must provide high peak to background ratio.
- 3.3. Fully automatic alignment including source height and angle, incident beam optics, slit height, sample surface and detector.
- 3.4. Machine must have easy changeover from Bragg-Brentano geometry to high intensity parallel beam geometry and vice-versa.

**4. Detector:**

- 4.1. Ultra fast detector (with 0D and 1D geometry).

**5. Sample stage:**

- 5.1. Sample stage for thin films and powder measurement with computer controlled stepper motor
- 5.2. Standard fixed and rotating stage for powder diffraction with sample spinner with Z-axis.
- 5.3. Stage should be capable to handle samples of various size and thickness
- 5.4. Standard sample holders for calibration and alignment of X-ray sources
- 5.5. Zero background holders with cavity for low sample volume
- 5.6. NIST standards related to intensity,  $2\theta$  and quantitative phase analysis (QPA) standards must be supplied with the system.

**6. Power:**

The complete instrument should be operational as per Indian electrical power standards i.e., in single phase  $230V \pm 10\%$ , 50Hz and three phase  $400V \pm 10\%$ , 50Hz supply.

**7. Software:**

- 7.1. PC based compatible software packages to control all instrument parameters and should provide best algorithms for solving analytical tasks.
- 7.2. The software should enable both qualitative and quantitative analysis.

- 7.3 Easy simulation and Rietveld-refinement / smoothing of measured data, Peak search, FWHM, crystallite size, etc. should be possible with the software.
- 7.4 Multi-user (5 user) ICDD database PDF2 & ICSD database (organic and inorganic) license should be offered as integrated with the XRD data processing software.

- 8. Professional tool kit:** Professional tool kit for the XRD system maintenance
- 9.** Any specification not mentioned above yet essentially required for XRD detection with accuracy and precision, shall be included in the main instrument.

## **PART-B**

- 1. Computer:**

A desktop computer should be provided for all operations of the XRD with minimum Core i5 or higher processor, 8x DVD-RW drive facility, >500GB HDD, >8 GB DDR RAM, 21" LCD monitor, minimum 9 USB ports and windows operating system with laser printer .

- 2. UPS:**

Compatible 20 KVA on-line UPS with 30 minute backup (with minimum one year warranty)

- 3. Chiller:**

Compatible close loop water chiller for X-ray source cooling

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## **Chapter-III**

### **Special Conditions**

#### **1. Installation and training:**

- 1.1. Machine has to be installed at Department of Pure and Applied Chemistry, University of Kota-Kota.
- 1.2. Machine will be accepted only after successful installation and demonstration for all types of samples with given machine specifications at Department of Pure and Applied Chemistry, University of Kota-Kota.
- 1.3. Vendor has to provide training to faculty and research scholars of the Department of Pure and Applied Chemistry, University of Kota-Kota by authorized engineers of Original Equipment Manufacturers (OEM), at the time of installation at Department of Pure and Applied Chemistry, University of Kota-Kota.
- 1.4. **Two years warranty for all parts (except the items, already covered for specified period of extra warranty/ guarantee) from the date of installation of machine. However, the supplier shall be bound to provide after sale support service to the university on expiry of warranty period of two years.**
- 1.5. **Vendor should guarantee for the availability of the spares and accessories for the system for minimum of 10 years. However, payment to the supplier shall be made on the approved rates of the spares/parts of the company/manufacturer.**
- 1.6. The vendor should provide 'Original Equipment Manufacturers (OEM)' certificate of complete XRD system, according to international standards with supporting documents.
- 1.7. The list of the R&D users of international repute in last five years, in India and abroad with their contact details should be provided.

#### **2. Documentation:**

- 2.1 Vendor should provide complete documentation manuals, sub-manuals in hard copy and soft copy.
- 2.2 Installation, operation and maintenance manuals hard copy and their soft copy should be provided.

#### **3. Installation Requirement**

- 3.1. Pre-installation requirements such as power, space, water chiller, compressed gas etc.) with full instructions has to be provided by the supplier in two month advance before installation.
- 3.2 All other expenditures like installation, training etc. will be at no additional cost.

#### **4. Upgradation**

- 4.1 The machine model must be upgradable in future for other measurements like X-ray reflectometry (XRR), small angle/wide angle X-ray scattering (SAXS/WAXS), residual stress, rocking curve, non-ambient, high resolution mode etc

#### **5. Risk & Cost clause :-**

The competent authority of UOK without prejudice to his right against the approved supplies in respect of any delay or inferior performance of otherwise or claims for delay in

respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of the contract or otherwise, by notice in writing absolutely determined the contract in any of the cases.

- (i) A notice in writing to rectify, or otherwise that the work being performed is inefficient or otherwise implemented in improper manner, shall omit to comply with the requirement of such notice within a period of 07 days or for prescribed time, thereafter of if the supplier shall delay or suspended the execution of the work so that either in the judgment of the competent authority, he will be unable to perform the work by the satisfaction of UOK or has already failed to complete the work by the time.
  - (ii) If the supplier commits breach of the terms & conditions the contract.
  - (iii) When the supplier has made himself liable for action under any of the cases aforesaid , the competent authority, shall exercise power:-
    - (a) To determine or rescind the contract, as aforesaid, upon such determination or rescission, the bid security, performance security shall be liable to be forfeited and shall be absolutely at the disposal of UOK.
    - (b) To get the work done through other service provider and in such case any expenses which may be incurred in excess, of the sum which would have been paid to the original SP, if the whole work had been executed by him of the amount of which excess, the decision of the COE/UOK shall be final and conclusive and shall be borne and paid by the original SP that may be deducted from any money due to him by the UOK or from his bid security, performance security. However the original SP shall have no claim to compensation for any loss sustained by him or reason for having purchased or procured any material, equipments or entered into any engagements or made advances on account of execution/performance of contract.
- 6. Jurisdiction of Court-**In case of any dispute between both the parties, jurisdiction of the court shall be remained Kota, Rajasthan only.
- 7. Performance Security-** performance security shall be deposited by the Successful bidder in any form prescribed in the performance security clause laid down in general terms and conditions of bid and contract @ 15 % out of which 10% amount may be released after satisfactory supply and installations of the goods and rest of 5% amount shall be released after satisfactory completion of contract/warranty period.
- 8. Payment-** Payments in case of supply from abroad, shall be made through letter of credit through the scheduled bank situated in India as per RBI guidelines.

## **Chapter IV**

### **General Conditions of Bid & Contract**

(See rule 68, GF & AR Part II, Govt. of Rajasthan)

Note:- Bidders should read these conditions carefully and comply strictly while submitting their tenders.

1. Tenders by bona-fide dealers:- Tenders shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration.
2. Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the Registrar and such change shall not relieve any former member of the firm, etc. from any liability under the contract.
  - (i) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Registrar a written agreement to this effect. The Contractor's receipt for acknowledgment or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge or any of the purpose of the contract.
3. **Sales Tax Registration and Clearance Certificate:** - Service Tax/Sales Tax Registration Number should be attached with technical bid and a sales tax certificate from the concerned Officer of the Circle Concerned shall be submitted without which the tender is liable to rejection.
4. Tender forms shall be filled electronically & submit on line. No tender filled physically shall be considered. The bidder shall sign the tender form on each page and at the end in token of acceptance of all the terms and conditions of the tender.
5. Rate shall be written both in words and figures. There should not be errors and/or overwriting. Corrections if any should be made clearly and initiated with dates. The rates should mention element of the Rajasthan State Sales Tax and Central Sales Tax, entry tax etc. separately.
6. All rates quoted must be FOR and should include all incidental charges/taxes. In case of local supplies the rates should include all taxes etc and no cartage or transportation charges will be paid by the University of Kota, Kota and the delivery of the goods shall be given as per delivery schedule. Goods to be purchased are for the purpose of official use, hence octroi is not payable. The rates , therefore, should be exclusive of octroi, and local tax. In case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of octroi and local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order.
7. **Comparison of Rates:-** (i) In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to price preference under the rules, the element of Rajasthan Sales Tax shall be excluded whereas that of Central Sales Tax shall be included.

- (ii) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan Sales Tax shall be included.
8. **Price Preference:** - Price preference/preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by industries outside Rajasthan as per purchase of stores (Preference to industries of Rajasthan) Rules , 1995.
  9. **Validity:-** Tender shall be valid for a period of three months from the date of opening of technical bid.
  10. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make, and drawings, etc. of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing etc., he shall, before signing the contract, refer the same to the purchase officer and get clarification.
  11. The Contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
- 12. Specifications:-**
- (i) All article supplied shall strictly University of Kota, Kota conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
  - (ii) The supply of articles marked with asterisk/at serial number ...Nil., shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the purchase committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the bidders.
  - (iii) **Warranty/Guarantee Clause:-** The bidder would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of **two years** from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of **two years** the said goods/stores/articles be discovered not to confirm to the description and quality aforesaid or have determined (and the decision of the purchase committee in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality on such rejection the goods/stores/articles will be at the sellers risk and all the provisions relating to rejection of goods, etc., shall apply. The bidder shall if so called upon to do, replace the goods, etc. or such portion thereof as is rejection by the purchase committee, otherwise the bidder shall pay damage as may arise by reason of the breach of the condition herein

contained. Nothing herein contained shall prejudice any other right of the purchase committee in that behalf under this contract or otherwise.

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

**13. Inspection:-**

- (a) The University inspection committee/UPC authorized shall have time to inspect and examine the materials and workmanship of the goods/equipments/machineries during manufacturing process or afterwards as may be decided.
  - (b) The tender shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name & address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.
14. **Samples:-** In case of tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed & signed . Such samples if submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by train etc. should be dispatched freight paid and the R/R or G.R. should be sent under a separate registered cover.
15. Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
16. Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. The University of Kota, Kota shall not be responsible for any damage, wear and tear or loss during testing, examination, etc during the period these samples are retained. The sample shall be collected by the bidder on the expiry of stipulated period. The UOK shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the UOK and no claim for their cost, etc., shall be entertained.

17. Samples not approved, shall be collected by the unsuccessful bidder. The UOK will not be responsible for any damage, wear and tear, or loss during testing, examination, etc, during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
18. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical , tests shall be carried out in UOK reputed testing house like MSME Testing Station, Jaipur and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such test.
19. **Drawl of samples:-** In case of tests, samples shall be drawn in four sets in the presence of bidder or his authorized representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the officer for reference and record.
20. **Testing Charges:-** In case of testing, Charges shall be borne by the UOK . In case urgent testing is desired to be arranged by the bidder or in case of test result showing that supplies are not up to the prescribed standards or specifications , the testing charges shall be payable by the bidder.
21. **Rejection:-**
  - (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the purchase committee.
  - (ii) If, however, due to exigencies of UOK, such replacement either in whole or in part, is not considered feasible, the purchase committee after giving an opportunity to the bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
22. The Rejected articles shall be removed by the bidder within 15 days of intimation of rejection, after which Registrar shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the bidder's risk and on his account.
23. The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road pr air and delivery of the material in good condition to the consignee at destination. In the event of loss, damage, breakage or leakage or any shortage the bidder shall be liable to make goods such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
24. The contract for the supply can be repudiated at any time by the Registrar, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording of the reasons for repudiation.
25. Direct & indirect canvassing on the part of the bidder or his representative will be a disqualification.

26. (i) **Delivery Period:-** The bidder whose tender is accepted shall arrange supplies within a period of 60 days (for Indian goods) / 90 days (if some parts of goods are foreign and same for completely imported goods / items *i.e.* 90 days) from the date of issue of supply order and the installation must be ensured within 90 days (for Indian goods) from the date of issuing the supply order. However, delivery period for foreign goods shall be 120 days from the date of opening of Letter of Credit on issuing the supply order.
- (ii) **Extent of Qty.-** Repeat orders:- If the orders are placed in excess of the quantities shown in the tender notice, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the bidder fails to do so, the Registrar shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder.
- (iii) If the purchase officer does not purchase any of the tendered articles or purchase less than the quantity indicated in the tender form, the bidder shall not be entitled to claim any compensation.
- 27. Bid Security (B.S.):-**
- (a) Tender shall be accompanied by an B.S. of Rs. @ 2% of estimated cost of the item without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of, REGISTRAR, University of Kota, KOTA. (i) Bank Drafts/Bankers Cheque of the scheduled Bank.
- (b) Refund of B.S.: The B.S. of unsuccessful bidder shall be refunded soon after final acceptance of tender.
- (c) Partial exemption from B.S.: Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer from the Director of Industries Rajasthan, at the rate of 0.5% of the estimated value of the tender shown in NIB.
- (d) The Central Government and Government of Rajasthan undertakings need not furnish any amount of earnest money/B.S.
- (e) The earnest money/security deposit lying with the Department/office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/security money for the fresh tenders. The earnest money may however, be taken into consideration in case tenders are re-invited.
- 28. Forfeiture of Bid security :-** The B.S. will be forfeited in the following cases:
- (a) When bidder withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (b) When bidder does not execute the agreement if any, prescribed within the specified time.

- (c) When the bidder does not deposit the security money after the supply order is given.
- (d) When he fails to commence the supply of the items as per supply order within the time prescribed.

29. **Agreement and Performance Security Deposit:-**

- (a) Successful bidder will have to execute an agreement in the Form SR-17(GF&AR) and deposit security equal to 15% of the value of the stores for which tenders are accepted within 15 days from the date of dispatch on which the acceptance of the tender is communicated to him.
- (b) The earnest money deposited at the time of tender will be adjusted towards security amount. The Security amount shall in no case be less than earnest money.
- (c) No interest will be paid by the department on the Security money.
- (d) The form of Security Money shall be as below:
  - (i) Cash/Bank Draft/Bankers Cheque.
  - (ii) Post-office Savings Bank Pass book duly pledged.
  - (iii) National Savings Certificate, Defence Savings Certificates, Kisan Vikas Patras, or any other script /instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.
  - (iv) Bank guarantee issued by any of scheduled bank.

**(e) performance security shall be deposited by the Successful bidder in any form prescribed in the performance security clause as above @ 15 % of the value of store and out of which 10% amount may be released after satisfactory supply and installations of the goods and rest of 5% amount shall be released after satisfactory completion of contract/warranty period.**

- 30 (i) Firms Registered with the Director of Industries Rajasthan in respect of stores for which they are registered , subject to their furnishing the registration in original from the Director of Industries or a Photostat copy or a copy thereof duly attested by any Gazetted Officer will be partially exempted from earnest money and shall pay security deposit at the rate of 1% of the estimated value of tender.
- (ii) Central Government and Government of Rajasthan Undertaking / Corporations, etc. will be exempted from furnishing security amount. However, a performance security declaration shall be taken from them.
- 31 **Forfeiture of Security Deposit / Performance Security:-** Security amount in full or part may be forfeited in the following cases:

- (a) When any terms and conditions of the contract is breached.
- (b) When the bidder fails to make complete supply satisfactorily.
- (c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the purchase officer in this regard shall be final.

32. The expenses of completing and stamping the agreement shall be paid by the bidder and the University shall be furnished free of charge with one executed stamped counter part of the agreement.

**33. Insurance:-**

- (i) The goods will be delivered at the destination in perfect condition. The supplier, if he so desires, may be insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot etc.) The insurance charges will be borne by the supplier and state will not be required to pay such charges incurred.
- (ii) The articles may also be got insured at the cost of the purchaser, if so desired by the purchaser. In such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.

**34. Payments:-**

- (i) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on completion of supply satisfactorily and on submission of bill in proper form by the bidder to the Registrar in accordance with GF & AR all remittance charges will be borne by the bidder.
  - (ii) In case of disputed items, 10 to 25% of the amount shall be with held and will be paid on settlement of the dispute.
  - (iii) Payments in case of those goods which need testing shall made only when such tests have been carried out, test results received conforming to the prescribed specification.
  - (iv) Payments in case of supply from abroad, shall be made through letter of credit through the scheduled bank situated in India as per RBI guidelines.**
35. (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the purchase officer.
- (ii) Liquidated Damages:- In case of extension in the delivery period with liquidated damage the recovery shall be made on the basis of following percentage of value of stores which the bidder has failed to supply:-

Delay up to one fourth period of the prescribed delivery period	2½%
Delay exceeding on front but not exceeding half of the prescribed period	5%
Delay exceeding half but not exceeding three fourth of the prescribed period	7½%
Delay exceeding three fourth of the prescribed period	10%

- (v) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (vi) The maximum amount of liquidated damage shall be 10%
- (vii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order fro the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

- (viii) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
36. **Recoveries:-** Recoveries of liquidated damages, short supply breakage, rejected articles shall ordinary be made from bills . Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR act or any other law in force.
37. Bidders must make their own arrangement to obtain import license, if necessary.
38. If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Registrar.
39. The Registrar reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm/supplier.
40. The bidder shall furnish the following document at the time of execution of agreement:-
- (a) Attested copy of partnership deed in case of partnership firms.
  - (b) Registration number and year registration in case partnership firm is registered with Registrar of firms.
  - (c) Address of residence and office, telephone numbers in case of sole proprietorship.
  - (d) Registration issued by Registrar of Companies in case of company.
41. If any dispute, arise out of the contract with regard to the interpretation meaning and branch of the terms of the contract, the matter shall be referred to by the parties to the Head of the University (HVC) who will appoints his senior most officer as the sole Arbitrator of the dispute who will not be related to his contract and whose decision shall be final.
42. All legal proceeding , if necessary arise to institute may by any of the parties (University of Kota or Contractor) shall have to be lodged in courts situated in Kota, Rajasthan and not elsewhere.
43. All other/remaining general terms & conditions shall be applicable as laid down in Rajasthan transparency in public procurement rules 2013.

**Note:-** I have read the above terms and conditions of contract carefully and I shall be abide by the same.

Date:

Place:

Signature & Seal of the bidder

**Compliance with the code of integrity and no conflict of interest**

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness, and progress of the procurement process.
- (d) Not misuse any information shared between the procuring entity and the Bidders with intent to gain unfair advantage in the procurement process.
- (e) Not indulge in any correction including impairing or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.
- (f) Not obstruct any investigation or audit of a procurement process.
- (g) Disclose conflict of interest, if any, and
- (h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest:-**

The Bidder participating in a bidding process must 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 obligation, or compliance with applicable laws and regulations.

A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to;

- a. Have Controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purpose of the bid; or
- d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision of the procuring entity the bidding process; or
- e. The Bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all Bids in which the Bidder is

involved. However this does not limit the inclusion of the same subcontractor , not otherwise participating as Bidder, in more than one Bid; or

- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the goods, works or service that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge /consultant for the contract.

Place :

Date

Signature of the Bidder with seal

**Declaration by the Bidder regarding qualifications**

In relation to my/our Bid submitted to UOK for procurement of **supply and installation of X-Ray Diffractometer including allied accessories** in response to their Notice Inviting Bid No.03 Dated 07-04-2017. 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 Biding 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 specification in the Bidding Document;
3. I/We have are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer , not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons;
4. I/We do not have, and our directions and officers not have, been convicted of any criminal offence related to my/our professional conducted or the making of false statement 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 proceeding;
5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding document, which material affects fair competition;

Date:

Place:

Signature of bidder with seal

**Grievance Redressal during procurement process**

The designation and the address of the first appellate authority is Hon'ble V.C. UOK, Kota.

The designation and the address of second Appellate Authority is Additional Chief Secretary (Higher Education, Govt. Rajasthan)

**(1) Filing an appeal**

If any bidder or prospective bidder is aggrieved that any decision , action or omission of the Procuring Entity is in contravention to the provisions of the act or the rules or the Guidelines issued 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 grounds on which he feels aggrieved:

Providing that after the declaration of a bidder as successful the appeal may be filled only by a bidder who has participated in procurement proceeding:

Providing 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 filled only by a Bidder whose Technical Bid id found to be acceptable.

- (2) The officer to whom an appeal is filled under para (1) shall deal with the appeal as expeditiously as possible and shall endeavourer to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidder 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.

**(4) Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of Procurement
- (b) Provisions limiting participating of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;

- (d) Cancellation of a procurement process ;
- (e) Applicability of the provisions of confidentiality

**(5) Form of appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payments of fee.
- (c) Every appeal may be presented to first Appellate Authority or Second Appellate Authority , as the case may be, in person or through registered post or authorized representative.

**(6) Fee for Filing Appeal**

- (a) Fee for first appeal shall be two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**(7) Procedure for disposal of appeal**

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

Signature of the Bidder with seal

**Additional conditions of contract**

**1. Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, that Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) 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
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Deceleration shall be executed.

**2. Procuring Entity's Right to vary Quantities.**

- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms & conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) In case of Procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Service Provider fails to do so, the Procurement Entity shall be free to arrange for the

balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Service Provider.

**3. Dividing quantities among one than more Bidder at the time of award (In case of procurement of Goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured for 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 visit nature, 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.

Signature of the Bidder with seal



# University of Kota, Kota

कोटा विश्वविद्यालय, कोटा

E-mail ID:- fo.uok2003@gmail.com

## Chapter-V

### TECHNICAL BID

**(Bid for supply and installation of X-Ray Diffractometer including allied accessories)**

1.	NIB No & Date	03 Date 07.04.2017
2.	Address of Procurement Entity	Registrar, University of Kota, Kota Contact No 0744-2472934 Email ID:- fo.uok2003@gmail.com
3.	Name and address of the bidder submitting the bid (Photo ID Proof shall be attached)	
4.	PAN Card (Copy shall be enclosed)	
5.	Valid sales tax clearance certificate (Copy shall be enclosed)	
6.	Valid Authorization Certificate issued by the company (Copy shall be enclosed)	
7.	The tender fee amounting to Rs.1000/-	Demand Draft Number..... Bank ..... Dated.....
8.	The RISL Processing Fee amounting to Rs.1000/- in favour of Managing Director RISL, Jaipur	Demand Draft Number..... Bank ..... Dated.....
9.	The Bid Security amounting to Rs. 1,50,000/-	Demand Draft Number..... Bank ..... Dated.....
10.	General Terms & Conditions and Annexures-I,II,III,IV (Chapter-IV) as prescribed in Rajasthan Transparency in Public Procurement Rules, 2013 (Copy duly signed shall be enclosed)	

**Note:- A set of hard copies related to eligibility criteria uploaded with Technical Bid should be presented physically by the bidder to the University along with D.Ds., required for submission of the bid.**

Signature of the bidder with Seal

Date:.....

Place:.....



# University of Kota, Kota

कोटा विश्वविद्यालय, कोटा  
E-mail ID:- fo.uok2003@gmail.com

## Chapter-VI

### PRICE BID

**(Bid for supply and installation of X-Ray Diffractometer including allied accessories)**

1. NIB No.- ( )/Dean PG/UOK/2017/03 Dated 07.04.2017
2. Name of Bidder:-
3. Full Address:-
4. Telephone No and Email address:-
5. Goods Description :-

S. No.	Item Description	Qty	Basic Rate (in Figures to be entered by the bidder)	Custom Clearance	Custom Duty	Other Charges	Total Amount
1.	X-Ray Diffractometer-Floor Model (Specification as given tender document)	1					
2.	Computer (Specification as given tender document)	1					
3.	UPS (Specification as given tender document)	1					
4.	Chiller (Specification as given tender document)	1					

Date:.....

Place:.....

**Signature of Bidder with seal**