# University of Kota, Kota

MBS Marg, Near Kabir Circle, Kota (Rajasthan)-324005

NIB No.: F4 ( ) / GAD / UOK / 2020 / 6584 Date: 07/11/2020

## Notice Inviting Bid (NIB) 17/2020-21

University of Kota, Kota hereby invites **Open Competitive** e-bids from experienced, technically and financially sound & reputed manufacturers and/or their authorized distributors/selling agents fulfilling criteria through **Two Bid System**(technical bid and financial bid separately) as per the Rajasthan Transparency in Public Procurement (RTPP) Act, 2012 & RTPP Rules, 2013 for ″Supply, Installation, Satisfactory Demonstration and Trainings of **Corrosion Cell** along with their accessories for the Department of Pure & Applied Chemistry under RUSA 2.0 Scheme″. The bidders may participate in online bid process on **http://eproc.rajasthan.gov.in** and the bid may be downloaded from **11.00 AM** of the **08/11/2020** and last date of submission of the bid is **17/11/2020** up to**05:00 PM.** The bid documents, technical conditions and other details of the same may be seen on**https://eproc.rajasthan.gov.in, https://sppp.rajasthan.gov.in**andUniversity website **https://www.uok.ac.in.** Corrigendum, if required, shall be published on the above-mentioned websites/portals only.

**IMPORTANT INSTRUCTIONS TO BIDDERS: -**

1. Bidding schedule regarding procurement of goods / items / instruments / equipment is mentioned below:

| S. No. | Particulars | Date | Time |
|---|---|---|---|
| 1. | Start date and time of downloading of bid document | **08/11/2020** | **11.00 AM** |
| 2. | End date and time of online submission of bid document | **17/11/2020** | **05.00 PM** |
| 3. | End date and time of submission of tender fee, tender processing fee and bid security in form of DDs/ banker cheques (at University of Kota in physical form) | **18/11/2020** | **02.00 PM** |
| 4. | Date and time of opening of technical bid | **19/11/2020** | **03.00 PM** |
| 5. | Date and time of opening of financial bid | It will be intimated separately | |

***Note:***

- *Bid(s) received after the specified time and date shall not accepted and opened in any condition.*
- *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.*

2. The interested bidders may submit their online bids along with following separate Demand Drafts:

| S. No. | Particulars | Amount (in INR) | DDs will be drawn in Favour of | Payable at |
|---|---|---|---|---|
| 1. | Bid Fee *(Non-refundable)* | **Rs. 1000/-** (Rupees One Thousand Only) | Registrar, University of Kota, Kota | Kota |
| 2 | Bid Security / Earnest Money Deposit (EMD) | **Rs. 3000/-** (Rupees Three Thousand Only) | Registrar, University of Kota, Kota | Kota |
| 3. | Bid Processing Fee *(Non-refundable)* | **Rs. 500/-** (Rupees Five Hundred Only) | Managing Director, RISL | Jaipur |

* *As per the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2020 [Finance (G&T) Department Notification published in Rajasthan Gazette Extraordinary on 13 August 2020]. As per this notification, the bid security will **0.25%** for SSI of Rajasthan and **0.5%** for sick industries whose cases are pending with Board of Industrial and Financial Reconstruction.*

***Note:***

- *Without Bid Fee, Bid Security (EMD) and Bid Processing Fee, the bid will not be accepted in any condition.*
- *Bid Security deposit will not carry any interest.*

3. The demand drafts must reach originally in the office of procuring entity (Registrar, University of Kota, Kota) on or before last date and time as mentioned above failing which bids shall not be considered.

4. The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" {hereinafter called the RTPP Act} and the "Rajasthan Transparency in Public Procurement Rules, 2013" {hereinafter called the RTPP Rules} under the said Act have come into force which are available on the State Public Procurement Portal website (**https://sppp.rajasthan.gov.in**). Therefore, the bidders are advised to acquaint themselves with the provisions of the RTPP Act and the RTPP Rules before participating in the bidding process.

5. Two Bid System (opening and evaluation of technical bid and financial bid separately) will be adopted by strictly following the RTPP Act and RTPP Rules for the procurement of goods, articles, items, instruments, equipment, *etc*. from the successful bidder(s).

6. Bidders are advised to read all the Terms & Conditions of the bid carefully before participating in the online bidding process.

7. The bidder must be a well-established manufacturing company / firm / authorized distributor / seller with a large market share in the related goods / works / items / equipment.

8. Only bonafide bidders will be allowed to participate in the procurement process. Therefore, bidders shall furnish a declaration regarding qualifications along with other necessary documents which are required for participation in the bidding process and eligibility for bidders.

9. The procuring entity shall disqualify a bidder if it finds at any time that the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation or materially inaccurate or incomplete. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so.

10. An average annual turnover of last three financial years of the bidder shall be equal to or more than the estimated value of the bid.

11. The bidder must have at least two years of experience in supply, installation and after sale services and maintenances of quoted goods / items / equipment and bidder will have to enclose atleast two supply/work orders of equipment/instruments in its support.

12. General instructions for online submission of e-Bids:
    (i) The bid(s) shall only be submitted through online bidding process of the e-procurement system (**https://eproc.rajasthan.gov.in**). The bid(s) shall not be accepted personally.

    (ii) The bidders, who are interested in the bidding process, can download bidding document from the website of the e-procurement system(**https://eproc.rajasthan.gov.in**) or the State Public Procurement Portal (**https://sppp.rajasthan.gov.in**) or the website of University of Kota (**https://www.uok.ac.in**).

    (iii) Bidders, who wish to participate in the e-bidding process, will have to be registered on http://eproc.rajasthan.gov.in.

    (iv) To participate in the e-bidding process, the bidders will have to procure Digital Signature Certificate (DSC) as per Information Technology Act, 2000 using which they can sign their electronic bids.

    (v) Bidder will submit their offer online in electronic formats both for technical and financial proposals. However, DDs / Banker's Cheques / BGs for bid fee, bid security, bid processing fee, performance security, *etc*. should be submitted manually in the office of procuring entity before scheduled date and time as mentioned in the NIB. Scanned copies of the DDs should also be uploaded along with the online bid. The BGs should be valid

for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

(vi) Before electronically submitting the bids, it should be ensured that all the bid papers including conditions of contract are digitally signed by the Bidder.

(vii) No extension in deposition of e-bid will be allowed. Therefore, all the bidders are advised not to wait of the last date and submit their e-bids at the earliest. The procuring entity will not be responsible for any last-minute rush on the e-procurement website.

(viii) Before the last date of the submission of e-bid, the procuring entity may amend any of the e-bid conditions, as may be desired and if such an amendment is absolutely necessary. The amended e-bidding document will be made available on the websites of the e-Procurement System, State Public Procurement Portal and the University of Kota, Kota.

(ix) Bidder should submit e-bid duly furnishing the required information as per bidding document. The e-bid proposal should be strictly in conformity with prescribed terms and conditions of the bidding document. Proposals, which deviate from the terms and conditions of the bidding document, are liable to be rejected. Conditional e-bid proposals will not be accepted.

15. Bidders shall have to submit PAN, GST Registration Number, GST Clearance Certificate and any other document as required in the bidding document without which the bids will not be considered.

16. All self-attested documents must be submitted in Hindi or English language. If the documents are not in Hindi or English, then the documents should be translated in Hindi or English and also be attested by the authorized translator. Translated copy along with copy of original document must be submitted.

17. Signature of the bidder is essentially required on each page of the e-bidding document as a token of acceptance of all the terms and conditions of the bidding document.

18. Any change in the constitution of the firm, *etc.*, shall be notified forthwith by the contractor in writing to the procuring entity and such change shall not relive any former member of the firm, *etc.*, from any liability under the contract.

19. No new partner(s) 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 submit a written agreement in the office of the procuring entity 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.

20. Erasures or overwriting shall not be allowed on any page of any document. The bidding document as well as all the supporting documents must be signed with the full name and seal of the bidder before uploading them on the website of the e-procurement system.

21. Rate shall be written both in words and in figures. There should not be errors and/or overwriting. Corrections, if any, should be made clearly and initialed along with dates. The bidder should mention elements of statutory taxes such as Central/State GST which should be shown separately as per BOQ/ financial bid format. If any discrepancy is found in the rates quoted in the figures and words, then rate quoted in words will be treated as valid rates. Bidder will not be allowed to correct such mistake after opening of the e-Bid.

22. All the rates quoted for the goods / items must be Free on Road (**FOR)** for the University of Kota, Kota (Rajasthan) and should include all charges, duties, levies, taxes, *etc*. except statutory taxes such as Central/State GST as per BOQ/ financial bid format and customs /excise duties and their clearance charges(if applicable in case of imported goods/items/instruments). No cartage or

transportation charges will be paid by the University of Kota, Kota. Delivery of the goods / items shall be given as per delivery schedule.

23. Since, the goods, items, instruments, equipment, *etc.* are being purchased for office use only and not for commercial purposes or for sale or re-sale, or use for manufacturing purposes. Therefore, goods, articles, items, instruments, equipment, etc. are exempted from the payment of octroi to the municipalities. Hence, no payment of octorai shall be admissible and expenses in this regard, if any, shall be borne by the bidder.

24. The procuringentity is not bound to accept the lowest price bid. The lowest price bid may be rejected and/or a higher price bid may be accepted on the basis of higher quality of the works, goods, articles, items, instruments, equipment, *etc.*

25. e-Bid will be liable for outright rejection, if any rate is disclosed or any discount/special offer is mentioned by the bidder at any other place than the financial bid.

26. The procuring entity reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids or any of the bids or any part of the any bid at any time prior to award of contract, without thereby incurring any liability to the bidders.

27. Complete procurement process including opening of bids, negotiation with bidders, issuing award of contract or letter of acceptance or letter of intent or purchase orders to the successful bidder(s), an agreement between the successful bidder(s) and the University of Kota, *etc*. will be executed in the office of the procuring entity of the University.

28. The successful bidder(s) shall be deemed to have carefully examined the terms & conditions, specifications, size, make, and drawings, *etc.* of the goods, articles, items, instruments, equipment, *etc*. to be supplied. If he/she has any doubt as to the meaning of any portion of these conditions or of the specification, drawing, *etc*., he/she shall, before signing the contract, refer the same to the procuring entity and get clarification.

29. The contractor/successful bidder shall not assign or sublet his contract or any substantial part thereof to any other agency.

30. Any bidder or prospective bidder who has been participated in the procurement process may file an appeal to the first and/or second appellate authority in the prescribed format against any decision, action or omission of the procuring entity.

31. In case of any query regarding procurement, the bidder(s) may contact to the procuring entity of the University/Registrar Office (**Phone: 0744-2472934, e-mail: registrar@uok.ac.in**).

**Registrar**

# University of Kota, Kota

MBS Marg, Near Kabir Circle, Kota (Rajasthan)-324005

## E-BID FORM

*(The bidders will have to enter in the online bidding process under technical bid cover and financial bid cover separately)*

## Technical Bid Form

**Part-A: Bid Details**

| S. No. | Particulars | Details |
|---|---|---|
| 1. | NIB No. & Date | |
| 2. | Name of the Bid | Supply, Installation, Satisfactory Demonstration and Trainings of **Corrosion Cell**along with their accessories for the Department of Pure & Applied Chemistry under RUSA 2.0 Scheme. |
| 3. | Estimated Value of the Bid | **Rs. 300000/-**<br>(Rupees ThreeLakh Only). |
| 4. | Validity of the Bid | Bids submitted by the bidders shall remain valid up to the **ninety days from the opening of technical bid**. However, it may be extended as per the provisions of RTPP Act, 2012 & RTPP Rules, 2013. |
| 5. | Mode of Bid Submission | e-procurement system / e-bidding system through **https://eproc.rajasthan.gov.in**. |
| 6. | Procuring Entity /<br>Bid Inviting Authority | Registrar, University of Kota, Kota |
| 7. | Contact Details | Phone: 0744-2472934<br>E-mail: registrar@uok.ac.in |
| 8. | Annexures A, B, C and D as prescribed by the Finance Department, Govt. of Rajasthan (Circular No. 3/2013 dated 04/02/2013) | **Annexure-A:** Compliance with Code of Integrity and Conflict of Interest<br>**Annexure-B:** Declaration by Bidders regarding Qualifications<br>**Annexure-C:** Grievance Redressal during Procurement Process<br>**Annexure-D:** Additional Conditions of Contract |

**Part-B: Fee Details**

| S. No. | Particulars | Details<br>*(To be filled and submittedby the Bidder)* | Enl. No. (Page No.) |
|---|---|---|---|
| 1. | Bid Fee<br>**Rs. 1000/-**<br>*(Non-Refundable)* | DD No. & Date:<br>Bank Name:<br>Bank Address: | |
| 2. | Bid Security / EMD<br>**Rs. 3000/-** | DD No. & Date:<br>Bank Name:<br>Bank Address: | |
| 3. | Bid Processing Fee<br>**Rs. 500/-**<br>*(Non-Refundable)* | DD No. & Date:<br>Bank Name:<br>Bank Address: | |

***Note:***

- *For Bid Fee and Bid Security, the DDs will be drawn in the favour of Registrar, University of Kota, Kota payable at Kota*

- *For Bid Processing Fee, the DD will be drawn in the favour of Managing Director, RISL payable at Jaipur.*

**Part-C: Bidder's Details**

| S. No. | Particulars | Details *(To be filled and submitted by the Bidder)* | Enl. No. (Page No.) |
|---|---|---|---|
| 1. | Name and Address of the Bidder / Firm / Company with Telephone Number(s) and e-mail ID *(ID proof shall also be enclosed)* | | |
| 2. | Contact Person of the Bidder / Firm / Company with Telephone, Mobile No. and e-mail ID *(ID proof shall also be enclosed)* | | |
| 3. | Constitution of the Firm whether Proprietorship / Partnership / Company | | |
| 4. | **In case of Proprietorship Firm:** Name, Father's Name and Residential Address of the Proprietor *(Attach a separate sheet, if space is insufficient)* (*Enclose the Registration Certificate*) | | |
| 5. | **In case of Partnership Firm:** Name, Father's Name and Residential Address of all the Partners *(Attach a separate sheet, if space is insufficient)* (*Enclose the Registration Certificate*) | | |
| 6. | **In case of Company:** Registration No. of the Company Name and Address of the Directors of the company *(Attach a separate sheet, if space is insufficient)* (*Enclose the Registration Certificate*) | | |
| 7. | **In case of SSI / MSME:** Registration No. of the SSI / MSME *(Attach a separate sheet, if space is insufficient)* (*Enclose the Registration Certificate*) | | |
| 8. | PAN Card of the Bidder *(Copy shall be enclosed by the bidder)* | | |
| 9. | GST Registration Number of the Bidder *(Copy shall be enclosed by the bidder)* | | |
| 10. | Tax Clearance Certificate(s) *(Copy shall be enclosed by the bidder)* | | |
| 11. | **Bank Details of the Bidder:** Banker's Name in the Branch Account Number Account Type Bank Name and Address IFS Code | | |
| 12. | Compliance of Code of Integrity and No Conflict of Interest *(As per Annexure-A)* | | |
| 13. | Declaration by the Bidder regarding Qualifications | | |

| | | | |
|---|---|---|---|
| | *(As per Annexure-B)* | | |
| 14. | Grievance Redressal during Procurement Process *(As per Annexure-C)* | | |
| 15. | Additional Conditions of Contract *(As per Annexure-D)* | | |
| 16. | Bidder's Authorization Letter *(As per Annexure-E)* | | |
| 17. | CA Audited Annual Turnover of the Bidder of theLast Three Financial Years each *(As per Annexure-F)* | | |
| 18. | Manufacture Authorization Form (MAF) *(As per Annexure-G)* | | |
| 19. | Technical Undertaking *(As per Annexure-H)* | | |

**Part-D: Experience Details:**

The bidder should mention the experience details of the supply of instruments/equipment preferably during last two years in the following format: -

| S. No. | Name of the User | Location of the User | Value of the Work Order | Copy of the Work Order Enclosed (Yes/No) | Enl. No. (Page No.) |
|---|---|---|---|---|---|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| | | | | | |
| | | | | | |

**Part-E: Detailed Technical Specifications:**

| S. No. | Name of Goods / Items / Instruments / Equipment with detailed Specifications | Brand / Model Name | Manufacturer / Producer Firm Name | Literature / Brochure Enclosed (Yes/No) | Encl. No. (Page No.) |
|---|---|---|---|---|---|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| | | | | | |
| | | | | | |

***Note:*** *A separate sheet may be enclosed, if required.*

**Part-F: Compliance of the Technical Specifications:**

| S. No. | Name of the Goods, items, instruments, equipment, etc. | Compliance to the technical specifications of the goods, items, instruments, equipment, etc. as specified by the University of Kota in the tender document (YES or NO) | Details of Deviation, if any, as per the specifications of University of Kota | Enl. No. (Page No.) |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| | | | | |
| | | | | |

***Note:*** *A separate sheet may be enclosed, if required.*

# Financial Bid Form (BOQ)

**Format for Price Schedule:**

| S. No. | Name and Specifications of the Goods / Items / Equipment | Qty./ Set | Quoted Currency (INR/Other) | Basic Unit Rate Quoted (in a Particular Currency) | Total Amount (in a Particular Currency) | % CMC Annual Rate on Quoted Items (in figures) | GST (in INR) | Grand Total inclusive of GST (in INR) |
|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 (3 x 5) | 7 | 8 | 9 |
| 1. | As mentioned in Technical Specifications | | | | | | | |
| 2. | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| -- | | | | | | | | |

Rates not to be quoted here

***Note:***

- ***The rates and taxes will not be filled in this form. They must be filled by the bidders in the excel sheet of the Bill of Quantity (BoQ) only****.*
- ***Bidder must mention the % CMC rate per annum on the cost of each item/instrument in column no. 7 (applicable after the warranty period).***
- *Bidders will enter name of the firm, rates and taxes, duties, cess, etc. only in the BoQ.*
- *For this purpose, the BoQ shall be downloaded from the e-procurement system and after filling the rates of the goods/items as per the technical specifications prescribed in the bidding document, the filled BoQ shall be uploaded by the bidders on the website of the e-procurement system.*
- *Bidders are requested not to edit or change any item or quantity mentioned in the BoQ.*
- *Financial bids will be opened and evaluated only of those bidder(s) whose technical bid(s) will be eligible/qualified and satisfy all the criteria which are mentioned in the techno-commercial bid evaluation process.*
- *Any request for revision of the rates due to price fluctuations in International and Domestic Markets or for any other reason during the contract period will not be entertained in any condition. However, down revision will be in conformity with price fall.*

# University of Kota, Kota

MBS Marg, Near Kabir Circle, Kota (Rajasthan)-324005

**Technical Specifications of Items, Interments, Equipment, etc.**
**as Notified by the University**
**for**

Corrosion Cellalong with their accessories for
the Department of Pure & Applied Chemistry under RUSA 2.0 Scheme

| S. No. | Name of Instrument | Technical Specifications | Qty |
|---|---|---|---|
| 1. | Corrosion Cell | Capacity:1000 ml, Thermostatic jacket for temperature control. A series of opening for counter electrodes, pH sensor, thermometer, adjustable capillary and gas purging, Exposed surface area: 1$cm^2$. operating range of temperature: 0-150$^oC$, Provision to insert thermometer in cell, Ag/AgCl reference electrode and two counter electrodes. | 1 |
| | | **Estimated Value of Corrosion Cell (in INR): 300000/-** | |

**Note:**

- The bid having lower technical specifications than the technical specifications prescribed by the University in the bidding document will be rejected. However, higher technical specifications may be accepted by the procuring entity or departmental technical committee or other committee / persons authorized by the procuring entity.
- Quantity mentioned in front of each instrument may be increased or decreased by the Departmental Technical Committee as per the availability of the grant / budget for the award of contract or issue of letter of intent or issue of purchase order by the procuring entity.

# University of Kota, Kota

MBS Marg, Near Kabir Circle, Kota (Rajasthan)-324005

## BID EVALAUTION PROCESS
## (For office use only)

**This part of the bid for office use only. Therefore, this part should not be filled by the bidder.**

**1. Evaluation of Eligibility / Qualification of the Bidder(s):**

(i) Preliminary Scrutiny of the bids opened to assess the prima-facie responsiveness and eligibility / qualification of the bidders:

| S. No. | Particulars / Criteria | Yes | No | Page No. | Remark, if any |
|---|---|---|---|---|---|
| 1. | Submission of prescribed bid fee | | | | |
| 2. | Submission of prescribed bid security | | | | |
| 3. | Submission of prescribed bid processing fee | | | | |
| 4. | Signature of the bidder on each page of the bid | | | | |
| 5. | Validity of bid for the period as specified in the bidding document | | | | |
| 6. | Bid is unconditional and the bidder has agreed to give the required performance security | | | | |
| 7. | Any other criteria which are required *(Name of the criteria may be mentioned here)* | | | | |

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(ii) Bidder's / Firm's details of the bids opened to assess the eligibility/qualification of the bidders:

| S. No. | Particulars / Criteria | Yes | No | Page No. | Remark, if any |
|---|---|---|---|---|---|
| 1. | Name and Address of the Bidder/Bidding Firm / Company with Telephone No(s) and E-mail ID | | | | |
| 2. | Contact Person of the Bidder / Bidding Firm / Company with Telephone, Mobile No. and E-mail ID | | | | |
| 3. | Constitution of the Firm whether Proprietorship / Partnership / Company | | | | |
| 4. | Registration Certificate of the Firm / Company / Manufacturer | | | | |
| 5. | PAN Card of the Bidder | | | | |
| 6. | GST Registration Number of the Bidder | | | | |
| 7. | Tax Clearance Certificate(s) | | | | |
| 8. | Compliance of Code of Integrity and No Conflict of Interest | | | | |
| 9. | Declaration by the Bidder regarding Qualifications | | | | |
| 10. | Compliance of Additional Conditions of Contract | | | | |
| 11. | Bidder's Authorization Letter | | | | |
| 12. | CA Audited Minimum Annual Turnover of the Bidder as prescribed in the bidding document | | | | |
| 13. | Manufacture Authorization Form (MAF) | | | | |
| 14. | Any other criteria which are required | | | | |

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|---|---|---|---|---|---|
| | *(Name of the criteria may be mentioned here)* | | | | |

**2. Evaluation of Techno-commercial (Technical) Bids:**

Following documents and criteria shall be checked for evaluation of techno-commercial bids (technical bids) which will be uploaded / submitted by the bidder(s):

| S. No. | Particulars | Name of Firms / Company / Manufacturer / Dealer / Supplier / Bidder | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Firm 1 | Firm 2 | Firm 3 | Firm - | Firm - | Firm - | Firm - |
| **Evaluation of General Part of the Technical Bid** | | | | | | | | |
| 1. | Name & Address of Company / Firm / Bidder | | | | | | | |
| 2. | Contact Person & Contact Number | | | | | | | |
| 3. | Whether the bidder fulfils the eligibility criteria given in the bidding documents | | | | | | | |
| 4. | Technical and professional competence including requirement of technical / professional / specialist personnel and availability of required machinery and equipment | | | | | | | |
| 5. | Is there any substitution or modification of the original bid | | | | | | | |
| **Evaluation of Technical Specifications Part of the Technical Bid** | | | | | | | | |
| 6. | Technical Undertaking | | | | | | | |
| 7. | Compliance of technical specifications of goods, items, instruments, equipment, machineries, etc. as per prescribed by the University | | | | | | | |
| 8. | Detailed comparison of the technical specifications with specifications prescribed by the University of Kota | | | | | | | |
| 9. | Deviation in the technical specifications (lower or higher), if any | | | | | | | |
| 10. | Relevant Literature | | | | | | | |
| 11. | User List | | | | | | | |
| 12. | Other criteria, if any *(Name of the criteria may be mentioned here)* | | | | | | | |

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**3. Evaluation of Financial Bids:**

Following documents and criteria shall be checked for evaluation of the financial bid(s):

| S. No. | Particulars | Price quoted per unit, per item and total price of each item | Name of Firms / Company / Manufacturer/Dealer/Supplier/Bidder | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | Firm 1 | Firm 2 | Firm 3 | Firm - | Firm - | Firm - | Firm - |
| 1. | Name & Address of Company / Firm / Bidder | -- | | | | | | | |
| 2. | Contact Person & Number | -- | | | | | | | |

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|---|---|---|---|---|---|---|---|---|---|---|
| 3. | Principal Manufacture, if any | -- | | | | | | | | |
| **Evaluation of Unit Price, Taxes, Charges, etc.** | | | | | | | | | | |
| 4. | Name of the goods, items, instruments, equipment, machineries, etc. | Price of goods, item, instrument, equipment, etc. including essential accessories, if any | *in Quoted Currency* | | | | | | | |
| | | | *in INR* | | | | | | | |
| | | | GST (*in INR)* | | | | | | | |
| | | | Grand Total (in INR) | | | | | | | |
| | | Price of Optional Accessories goods, item, instrument, equipment, etc., if any | *in Quoted Currency* | | | | | | | |
| | | | *in INR* | | | | | | | |
| | | | GST (in INR) | | | | | | | |
| | | | Grand Total (in INR) | | | | | | | |
| **Evaluation of Warranty/Guarantee, AMC/CMC, Validity, Delivery Period, Payment related matter** | | | | | | | | | | |
| 5. | Alternative offers, if any | | | | | | | | | |
| 6. | Samples, trials offered (if asked for) and results of sample testing and trials conducted | | | | | | | | | |
| 7. | Is there any material deviation, reservation or omission | | | | | | | | | |
| 8. | Any conditions quoted different from those included in the bidding documents | | | | | | | | | |
| 9. | Warranty / Guarantee / defect liability period quoted | | | | | | | | | |
| 10. | CMC (% Rate per Annum) | | | | | | | | | |
| 11. | Payment Terms & Conditions | | | | | | | | | |
| 12. | Any other criteria, if required *(Name of the criteria may be mentioned here)* | | | | | | | | | |

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**4. Award of the Contract:**

Subsequently, a final decision will be taken by the procuring entity regarding to award of the contract or issuing of the letter of acceptance/letter of intent to the successful bidder(s).

# University of Kota, Kota

MBS Marg, Near Kabir Circle, Kota (Rajasthan)-324005

## TERMS & CONDITIONS OF BID FOR AWARD OF CONTRACT

**Note: All the Terms and Conditions of the Rajasthan Transparency in Public Procurement (RTPP) Act, 2012 and RTPP Rules, 2013 will be followed strictly during the procurement process of any item, instrument, equipment, *etc*.**

**1. Bid Security:**

(i) In case of open competitive bidding, the bid security shall be **1%** of the estimated value of subject matter of procurement put to bid. In case of Small-Scale Industries of Rajasthan, it shall be **0.25%** and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction (BIFR), it shall be **0.5%***(applicable upto 31/03/2021, as per the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2020 [Finance (G&T) Department Notification published in Rajasthan Gazette Extraordinary on 13 August 2020]*.

(ii) The bid security may be given in the form of banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid **thirty days** beyond the original or extended validity period of the bid.

(iii) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of agreement and submitting performance security.

(iv) **The Bid security taken from a bidder shall be forfeited in the following cases:**

(a) When the bidder withdraws or modifies its bid after opening of bids;

(b) When the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;

(c) When the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;

(d) When the bidder does not deposit the performance security within specified period after the supply / work order is placed; and

(e) If the bidder breaches any provision of code of integrity prescribed for bidders specified in the RTPP Act, 2012 and RTPP Rules, 2013.

(v) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

**2. Period of Validity of Bids:**

Bids submitted by the bidders shall remain valid up to the **ninety days from the opening of technical bid**. However, it may be extended as per the provisions of RTPP Act, 2012 & RTPP Rules, 2013. A bid having a shorter period of validity shall be rejected by the procuring entity as non-responsive bid.

**3. Purchase Preference in Evaluation:**

If applicable, purchase preference shall be given to the Micro, Small and Medium Enterprises of Rajasthan in the evaluation of bids and award of contract as per notification of the Finance Department, Govt. of Rajasthan which was published on 19-11-2015 and other notifications, circulars issued from time to time by the Finance Department, Govt. of Rajasthan.

**4. Acceptance of the Successful Bid and Award of Contract:**

After opening and evaluation of technical and financial bids of qualified bidders only, negotiation with lowest or most advantageous bidder and after ensuring that the price of

successful bid is reasonable and consistent with the required quality, the contract shall be awarded to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria as per decision of Procuring Entity/Competent Authority.

**5. Performance Security:**

(i) The amount of performance security shall be **2.5%** of the amount of supply order in case of procurement of goods and services. In case of Small-Scale Industries of Rajasthan, it shall be **0.5%** and in case of sick industries, other than Small Scale Industries, whose cases are pending before the BIFR, it shall be **1.0%** of the amount of supply order *(applicable upto 31/03/2021, as per the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2020 [Finance (G&T) Department Notification published in Rajasthan Gazette Extraordinary on 13 August 2020]*. An additional amount of Performance Security @ 2.5% / 0.5% / 1%, as the case may be, will be deposited by the successful bidder after 31/03/2021 in case the applicability of the amended rules stated above is not extended by the State Government beyond the 31/03/2021.

(ii) Performance security shall be furnished by the successful bidder within the **fifteen days** from the date of award of contract in any one of the forms which are mentioned in the RTPP Rules 2013.

(iii) Performance security furnished in the form as specified in clauses of the RTPP Rules shall remain valid for a period of **sixty days** beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

(iv) No interest will be paid on the Performance Security.

(v) **Performance Security may be forfeited in fully or partly, in the following cases:**

(a) when any terms and conditions of the contract are breached.

(b) when the Bidder fails to make supply satisfactorily.

**6. Execution of Agreement:**

(i) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.

(ii) The successful bidder shall sign the procurement contract on non-judicial stamp of Rs. 500/- (Rupees Five Hundred only) within a period of **fifteen days** from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.

(iii) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the RTPP Act and the RTPP Rules 2013. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.

**7. Code of Integrity:**

Any person/bidder participating in 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 information 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 anticompetitive behaviour 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 an intent to gain unfair advantage in the procurement process;

(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
(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.

**8. Conflict of Interest:**

(i) A conflict of interest for procuring entity or its personnel and bidders 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.
(ii) The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following: -
  (a) A conflict of interest occurs when procuring entity's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
  (b) Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity's service or the receipt of a gift that may place the procuring entity's personnel in a position of obligation.
  (c) A conflict of interest also includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favour.
  (d) A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from procuring entity's personnel's actions or decisions.

**9. Specifications:**

(i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender 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 1, 2, 3, etc., shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the suppliers shall be of the best quality and description. The decision of the procuring entity 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.

**10. Warranty/Guarantee:**

(i) The bidder would give guarantee that the goods, stores, articles, items, instruments, etc. would continue to conform to the description and quality as specified for a period of **three year** from the date of delivery/installment/commencement of the said goods, stores, articles, items, instruments, equipment, etc. to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods, stores, articles, items, instruments, etc., if during the aforesaid period of three years, the said goods, stores, articles, items, instruments, etc. be discovered not to confirm to the description and quality aforesaid or have determined (and the decision of the procuring entity in that behalf will be final and conclusive) the purchaser will be entitled to reject the said goods, stores, articles,

items, instruments, etc. or such portion thereof as may be discovered not to conform to the said description and quality on such rejection the goods, stores, articles, items, instruments, etc. will be at the seller's 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 procuring entity, 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 procuring entity in that behalf under this contract or otherwise.

(ii) In case of machinery and equipment also, guarantee will be given as mentioned in the tender and the bidder shall replace the parts, if any, during the guarantee period and remove any manufacturing defect, if found, during the guarantee period so as to make machinery and equipment operative. The bidder shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

(iii) In case of machinery and equipment specified by the procuring entity, 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 equipment whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model, he/she will give sufficient notice to the procuring entity who may like to purchase spare parts from them to maintain the machinery and equipment in perfect condition.

(iv) The bidder(s) shall quote percentage rates separately for Annual Maintenance Contract (AMC) / Comprehensive Maintenance Contract (CMC) for **two years** for the goods, items, instruments, equipment, machineries along with rate of spare parts also as per the BOQ. Quoted AMC / CMC charges will be applicable after completion of warranty / guarantee period.

**11. Inspection during Manufacturing Process:**

(i) The procuring entity or his duly authorized representatives shall, at all reasonable time, have access the supplier's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods / equipment / machineries during manufacturing process or afterwards as may be decided.

(ii) The bidders shall furnish complete address of the premises of his/her office, go down 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.

**12. Samples:**

(i) If required, random samples shall be tested/examined by the University or from the authorized testing houses, laboratories, *etc*. For this purpose, the tendered articles / goods / items / equipment marked within the schedule shall be accompanied by two sets of articles tendered properly packed & signed. Such samples, if submitted personally, will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples, if sent by train *etc*., should be dispatched freight paid and the R/R or GR should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythene bags at the cost of the tenderer.

(ii) 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.

(iii) Approved samples would be retained free of cost up to 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 University of Kota, Kota shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the University of Kota, Kota and no claim for their cost, *etc.*, shall be entertained.

(iv) Samples not approved, shall be collected by the unsuccessful bidder. The University of Kota, Kota 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.

**13. Drawl of Samples:**

In case of tests, samples shall be drawn in four sets in the presence of bidder or his / her 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. In such cases, the result of laboratory will be final.

**14. Testing Charges:**

Testing Charges shall be borne by the University of Kota, Kota. 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.

**15. 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 University Purchase Committee.

(ii) However, due to exigencies of University of Kota, Kota, such replacement either in whole or in part, is not considered feasible, the University Purchase Committee shall record the reasons after hearing of the bidders and shall deduct a suitable amount from the approved rates. The deduction so made shall be final.

(iii) The rejected articles shall be removed by the bidder within 15 days of intimation of rejection, after which procuring entity 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

**16. Supply:**

(i) The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of 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.

(ii) 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 University of Kota, Kota 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.

**17. 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 the University of Kota 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

**18. Delivery Period:**

The bidder whose bid is accepted shall arrange supplies or execute the work within a period of **60 days** from the date of the issue of the letter of acceptance or letter of intent or purchase order or supply order for the Indian goods or **90 days** from the date of the opening of the Letter of Credit (LC) for foreign goods and the installation must be ensured within **90 days** from the date of the issue of the letter of acceptance or letter of intent or purchase order for Indian goods or **120 days** from the date of the opening of the LC for foreign goods.

**19. Charges on Late Delivery:**

(i) The time specified for delivery in the bidding document 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: -

| | | |
|---|---|---|
| (a) | Delay up to one fourth period of the prescribed delivery period. | 2½% |
| (b) | Delay exceeding one fourth but not exceeding half of the prescribed delivery period. | 5% |
| (c) | Delay exceeding half but not exceeding three fourth of the prescribed delivery period. | 7½% |
| (d) | Delay exceeding three fourth of the prescribed delivery period | 10% |

(iii) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

(iii) The maximum amount of liquidated damage shall be 10%.

(iv) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he/she shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

(v) 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.

**20. Indemnification:**

(i) The successful bidder shall indemnify against all the claims which may arise in supply of inferior, unsatisfactory and low-quality items / goods supplied which not conform the prescribed specifications. For first time, penalty for inferior / low quality / unsatisfactory items will be 5% of entire supply and for second time it will be 10% or higher percentage (whichever is decided by the University) of entire supply. There after the University of Kota, Kota will take appropriate decision to continue or discontinue the contract.

(ii) The successful bidder will have to replace all the inferior, unsatisfactory and low-quality items / goods within seven days from the date of delivery.

(iii) If failure in supply, then procuring entity shall be free to arrange for the urgent required items from alternative sources and the extra cost incurred shall be recoverable from the successful bidder.

**21. Inspection of Goods at University:**

(i) For general purchase of goods, stores, articles, items, instruments, equipment, etc., the University Inspection Committee shall inspect and examine the goods, stores, articles, items, instruments, equipment, etc., regarding specifications and related matter as

prescribed in the tender document and in the letter of acceptance or letter of intent or purchase order or supply order.

(ii) If procurement of goods, articles, items, instruments, equipment, etc. is for the Teaching Department of the University, then inspection and examination of specifications and related matter shall be executed by the Departmental Technical Committee of the concern Department of the University.

(iii) In case of doubts in any specific test, same may be got conducted in any laboratory established under prevailing act and law. If the material is found below specifications or defective. The University will take appropriate action against firm as per agreement.

**22. Payments:**

(i) Advance payment will not be made except in rare and special cases. In case of advance payment being made, it will be made after agreement or against proof of dispatch and to the extent as prescribed in financial powers by rail/reputed goods transport companies, etc., and prior inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the bidder.

(ii) In case of the goods / items / instruments are being purchased from foreign manufacturers / principals, the 90% amount of the total cost of the goods / items / instruments / equipment shall be paid through our Bankers by opening of Letter of Credit in case of import of items at site subject to the submission of Performance based Bank Guarantee (PBG) and Performance Security with due adjustment of bid security / EMD by the bidder. Remaining 10% amount of the total cost of the instrument will be paid after completing the process of satisfactory installation, training and commencement of the instrument. PBG and performance security deposit would be remitted as per the rules.

(iii) Unless otherwise agreed between the parties, payment for the delivery of the stores / goods / articles / items will be made on completion of supply satisfactorily and on submission of bill in proper form by the bidder to the University of Kota. All remittance charges will be borne by the bidder.

(iv) In case of disputed items, a suitable amount *i.e.* 10% or higher percentage (whichever is decided by the University) of the amount shall be withheld and will be paid on settlement of the dispute.

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

**23. Risk and Cost:**

The competent authority of the University without prejudice to his/her 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 the University of Kota, Kota 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 the University of Kota.

(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 University of Kota 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 University of Kota or from has 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, equipment or entered into any engagements or made advances on account of execution/performance of contract.

**24. Recoveries from Suppliers:**

(i) Recoveries of liquidated damages, short supply breakage, rejected articles shall ordinary be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the University of Kota.

(ii) The University of Kota may also be withheld amount to the extent of short supply, breakages, rejected articles unless these are replaced satisfactorily.

(iii) In case of failure in satisfactory replacement by the supplier, the amount of liquidated damages shall be recovered from his/her dues and security deposits available with the University.

(iv) The balance, if any, shall be demanded from the supplier and when recovery is not possible, the University of Kota shall take recourse to law in force.

(v) Any recovery on account of LD charges/ risk & cost charges in respect of previous rate contracts/supply orders placed on them by the University of Kota can also be recovered from any sum accrued against this e-Bid after accounting for untied sum or due payment sum lying with the University of Kota against previous rate contract/supply orders. Firm will submit details of pending amount lying with the University of Kota but decision of the University of Kota regarding authenticity of sum payable will be final.

**25. Price Fall Clause:**

(i) The prices under a rate contract will be subject to price fall clause. The price charged for the supply of goods / items under the contract by the successful Bidder will in no event exceed the lowest price at which the successful Bidder sells the supply of goods / items of identical description to any other person in the state during the period of contract.

(ii) If at any time during the said period, the contractor reduces the sale price of such supply of goods / items sells such supply of goods / items to any other person at a price lower than the price chargeable under the contract he will forthwith notify such reduction of sales to the University of Kota and the price payable under the contract for the supply of goods / items supplied after the date of coming into force of such reduction of sale will stand correspondingly reduced. The successful Bidder will furnish certificate in the manner required by the University of Kota to the effect that the provision of this clause has been duly complied with respect to supplies made or billed for up to the date of certification.

(iii) If at any time during the period of contract, the price of bided items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder will be bound to inform ordering authority immediately about it. Ordering authority, empowered to do so, will 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.

**26. Breach of Code of Integrity by the Bidder:**

Without prejudice to the provisions of the RTPP Act, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions specified in the RTPP Act 2012 and RTPP Rules 2013.

**27. Termination of Contract:**

(1) In case the Firm fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it will be lawful for the University to forfeit the amount deposited by the firm as security deposit and cancel the contract without giving one month's notice.

(2) The University reserves the right to terminate without assigning any reasons there for the contract/agreement, either wholly or partly, by giving one month's notice to the Firm.

(3) The Firm will not be entitled for any compensation what so ever in respect of such termination of the contract/agreement by the University.

**28. Debarring the Firm:**

In the event of failure by the Bidder at any stage of e-Bid process, the e-Bid security or performance security or bills of supply will be forfeited apart from cancellation of award of contract and the firm/bidder may be debarred for the said product for a particular period.

**29.** If a bidder imposes conditions, which are in addition to or in conflict with the conditions mentioned herein, his/her 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 issued to the bidder by the University.

**30. Import of the Goods / Items:**

Terms & conditions for procurement of goods, items, instruments, equipment, etc. from foreign manufacturers or their authorized agents / distributors / dealers / suppliers in the India:

(i) Only reputed foreign manufacturers or their authorized Indian agents / distributors / dealers / suppliers can participate in the bidding process and submit the bid.

(ii) The brand and model quoted must be at least the one which the dealer / supplier has already supplied to the Indian research institutions / organizations / universities in the country or any higher brand and model.

(iii) The supplier must have sufficient engineers trained for the installation, trainings and maintenance of the model quoted.

(iv) The supplier must have enough spares with them to provide after-sales service also.

(v) The bidder must quote rates of the goods, items, instruments, equipment, *etc.* in foreign currency of that country from where the goods, items, instruments, equipment, *etc.* will be imported along with rates in the INR by multiplying the foreign currency with currency conversion factor applicable for the INR. For comparison of rates in INR, the value of Indian rupees equal to the unit value of the foreign currency of the day of opening of the financial bid will be treated as currency conversion factor.

(vi) The lowest bid will be the one for which the final cost at any Indian port / airport inclusive of packaging, forwarding, freight, insurance charges quoted in foreign currency converted into the INR as per exchange rate applicable on the day on which the financial bid will be opened by the procuring entity of the University.

(vii) After finalizing the approved supplier, the procuring entity will place a letter of intent for purchase of instrument, equipment, *etc*. An agreement will be made between approved supplier and the University of Kota and then the approved supplier shall submit a Proforma Invoice mentioning complete specifications of the instrument / equipment, CIF value at the Indian airport, bank & account details and other information required to open letter of credit or sight draft.

(viii) The procuring entity of the University will open an irrevocable Letter of Credit (LC) to import the equipment or issue sight draft as per rules and regulations.

(ix) Payment will be made through LC as per the terms & conditions prescribed by the University of Kota.

(x) Partial shipment will not be allowed in any condition.

(xi) The University of Kota has **"Certificate of Registration"** from the Department of Scientific and Industrial Research (DSIR), Ministry of Science and Technology, Govt. of

India, New Delhi for purposes of availing customs duty exemption and excise duty exemption in terms of government notifications. Hence, full exemption or partial exemption in the customs and excise duties clause, applicable as per the type of the items/instruments, shall be applicable for the University of Kota also.

(xii) Custom and excise duties, custom and excise clearance charges for clearing the goods, items, instruments, equipment, *etc*. will also be paid by the University of Kota. However, the Indian agent of the supplier will be required to carry out the customs clearance related works through approved customs clearing agency and all documents required for this purpose will be provided by the University of Kota. Transportation charges from the Indian airport to the University of Kota will be borne by the Indian agent of the approved supplier.

**31.** The Firm shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event or Force Majeure for purpose of this clause. "Force Majeure" means an event beyond the control of the Firm and not involving the Firm's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, was or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.If a Force Majeure situation arises, the firm shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the firm shall continue to perform its obligations under the contract as far as reasonably practical, and shall not seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**32.** No suit, prosecution or any legal proceedings will lie against e-Bid inviting authority or any person for anything that is done in good faith or intended to be done in pursuance of e-Bid.

**33.** In case of any dispute arising between the bidders and the procuring entity, the procurement entity will act as the arbitrator, and the decision of the arbitrator will be final and binding on all the parties concerned.

**34.** 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.

**35.** All terms & conditions shall be applicable as laid down in RTPP Act 2012 and RTPP Rules 2013 amended from time to time.

I have read all the terms and conditions of the contract carefully and I shall be abided by the same in the event of successful bidder.

Date:
Place:

Signature & Seal of the Bidder

**Annexure-A**

## Compliance with Code of Integrity and Conflict of Interest

**Code of Integrity: -**
Any person participating in 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 information 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 anticompetitive behaviour 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 an intent to gain unfair advantage in the procurement process;
(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
(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 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 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 from 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 to information about or influence on the Bid of another Bidder, or influence the decision of the Procuring Entity regarding the bidding process; or
e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as 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.

Date:
Place:

**Signature of the Bidder with Seal**
Name:
Designation:
Address:

**Annexure-B**

## Declaration by the Bidder regarding Qualifications

*(To be submitted by the bidder on his Letter Head)*

In relation to my/our Bid submitted to ……. for procurement of ……. 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 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 been 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 the Bidder with Seal**
Name:
Designation:
Address:

**Annexure-C**

## Grievance Redressal during Procurement Process

The designation and the address of the First Appellate Authority:

**Hon'ble Vice-Chancellor, University of Kota**.

The designation and the address of Second Appellate Authority:

**Additional Chief Secretary, Higher Education, Government of 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 thereunder, 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 endeavour 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 payment of fee.

(c) Every appeal may be presented to first Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**6. Fee for Filling 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 issue notice accompanied copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date of fixed for hearing, the First Appellate Authority or second Appellate Authority, as the case may be shall, -

(i) hear all the parties to appeal present before him; and

(ii) Peruse or inspect documents, relevant records or copies thereof relating 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.

**FORM No. 1**
**[See rule 83]**

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

*(To be submitted by the bidder on his Letter Head)*

Appeal No ……of ……
Before the …… (First / Second Appellate Authority)

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

……..……
……..……
…… …….

(Supported by an affidavit)

7. Prayer:

……..……
……..……
…… …….

Place ……
Date ……

**Appellant's Signature**

**Annexure-D**

## Additional Conditions of Contract

**1. Correction of Arithmetic Errors:**

Provided that a Financial Bid is substantially responsive, the 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 expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

**2. Procurement Entity's Right to Vary the Quantity:**

(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 prices 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 documents 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 Supplier fail to do so, the procuring 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 Supplier.

**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 shallbe procured from the Bidder, whose Bid is accepted. However, when it is consideredthat the quantity of the subject matter of procurement to be procured is very large andit may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entirequantity or when it is considered that the subject

matter of procurement to be procuredis of critical and vital nature, in such cases, the quantity may be divided between theBidders, whose Bid is accepted and the second lowest Bidder or even more Bidders inthat order, in a fair, transparent and equitable manner at the rates of the Bidder, whoseBid is accepted.

Date:
Place:

**Signature of the Bidder with Seal**
Name:
Designation:
Address:

**Annexure-E**

## Bidder's Authorization Letter

*(To be submitted by the bidder on his Letter Head)*

To
**The Registrar**
University of Kota
Kota.

**Subject : Authorization Letter**
**Reference : NIB Ref. No. _____ Dated _____**

I/We ---------- (Name/Designation) hereby declare / certify that ---------- (Name/Designation) is hereby authorized to sign relevant documents on behalf of the company/firm in dealing with Tender.

He/She is also authorized to attend meetings & submit technical & commercial information / clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/her verified signatures are as under.

Thanking You.

**Verified Signature**

**Authorized Signatory**
Designation
Name of the Bidder
Seal of the Organization

**Date:**

**Place:**

**Annexure-F**

## Annual Turnover of the Bidder

*(To be submitted by the Bidder which will be issued by the Auditor/CA on his Letter Head)*

**NIB No.:** **Date:**

The annual turnover of M/s. …… …… …… …… …… …… …… …….. for the last three years each from supply of …….. are given below and certified that the statement is true and correct.

| S. No. | Last Three Financial Years | Turnover in Lakh (in INR) |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |
| | **Total Turnover (in INR)** | |

Three Year Annual Turnover per Annum in Lakh (in INR):

Date:
Place:

**Signature & Seal of Auditor/**
**Charted Accountant**
Name:
Address:
Membership No.:
Mobile No.:

**Annexure-G**

## Manufacturer's Authorization Form (MAF)

*(To be submitted by the Bidder which will be issued by the Manufacturer on his Letter Head)*

**To,**
**The Registrar**
University of Kota
KOTA (Rajasthan)

**Subject : Issue of the Manufacturer's Authorization Form (MAF)**
**Reference : NIB Ref. No. _____ Dated _____**

**Sir,**

We ----------(name and address of the supply of ……manufacturer) who are established and reputed supply of …….. having factories at ----------(addresses of manufacturing location) in India or abroad do hereby authorize M/s ---------- who is our (Authorized Distributor / Channel Partner / Retailer / Others) to bid, negotiate and conclude the contract with you against the aforementioned reference for the following supply of …….. manufactured by us.

We undertake to provide supply of …… manufacturer warranty & support for the offered ……,as mentioned in this bidding document.

**Yours faithfully,**
**For and on behalf of M/s (Name of the manufacturer)**

**(Authorized Signatory)**
**Name:**
**Designation:**
**Address:**
**Contact No.:**
**Seal**

**Annexure-H**

# Technical Undertaking

*(To be submitted by the bidder on his Letter Head)*

**NIB No.:** **Date:**

I/We have clearly understood all the terms and conditions of the e-Bid and agreement *etc*. and agree to undertake the supply of ……..…… and specified quality at the rate quoted by me/us at the destination all over Rajasthan as specified by the University of Kota, Kota.

I/We will assure that I/We will strictly abide by the terms and conditions of the e-Bid *etc*. and the instructions issued by the University of Kota, Kota from time to time.

I am/we are enclosing the following documents as per the terms and conditions of the e-Bid:

1. DD/BC/BG bearing No. ……..……. Dt, ……..…… for Rs…… /- (in words Rupees ……) Drawn on ……. Bank towards e-Bid security.
2. Samples of each type of supply of …….. to be supplied.
3. Declaration that the bidder has no past or present criminal record with the Police / Vigilance of Department / Vigilance and Enforcement Department, Govt. of Rajasthan or Govt. of any other State / Govt. of India.
4. Declaration that the bidder or any of the partners of Representatives were never blacklisted by the University of Kota, Kota / Central Government / any State Government / any Union Territory/State Agency at time or involved in diversion of stocks involved in case under E.C. Act or convicted by Court of Law in a criminal case.
5. Copy of the partnership deed / memorandum of association along with permanent and present addresses of the partners in case of Firm / Directors in the case of Company.
6. Copy of the Registration Certificate, if it is Firm / Limited Company.
7. Copy of Registration Certificate under GST Act registration renewed up to date.
8. Copy of the Trade License issued by the competent authority.
9. Copies of the Income Tax Returns for last three years.

I/We hereby affirm that the University of Kota, Kota is at liberty to take action against me/us as per the terms and conditions of e-Bid Document, if the above said statement proves to be wrong at any point of time.

Date:
Place:

**Signature of the Bidder with Seal**
Name:
Designation:
Address: