




<b>Department Details:</b>	
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<b>Publish Bid Details:</b>							
	<b>Cover(s)</b>	<b>Document</b>	<b>Bid Title / (UBN)</b>	<b>Amount(₹)</b>	<b>Bid Type</b>	<b>Open Date</b>	<b>End Date</b>
	2	 Size : 604.31 KB [English]	AMC for Scanning Electron Microscope (LEO430) for 1 years Year of Installation-1998 (SUU2021SSOB00144)	₹ 150000.00	Services	12/01/2021	11/01/2021

<b>Bid Details:</b>	
Bid Title	AMC for Scanning Electron Microscope (LEO430) for 1 years Year of Installation-1998
Bid Type	Services
Bid Sub Type	AMC for Lan Equipments
Bid Pattern	Open Competitive Bidding
Bid Amount	₹ 150000.00
Bid Required in Cover(s)	2
First Appeal Hearing Authority	head of department
Second Appeal Hearing Authority	Comptroller
Is Emergency Procurement OR Relaxation U/R 40(1) or 43(6) or 43(7)?	Yes
<b>Critical Dates:</b>	
Bid Upload Date	21/12/2020
Bid Publish Date	21/12/2020
Bid Submission End Date	11/01/2021
Bid Open Date	12/01/2021



**MOHANLAL SUKHADIA UNIVERSITY**  
FACULTY OF EARTH SCIENCES  
DEPARTMENT OF GEOLOGY  
51, Saraswati Marg, Udaipur (Rajasthan) 313001



Dr. Ritesh Purohit, Assoc. Prof. & Head Mob:9414201976 riteshpurohit72@gmail.com  
MLSU/GEOL/RUSA 2.0/2020-21/M/20 Date-21-12-2020

**Request For Proposal (RFP)**  
**(Particulars of the buyer issuing the RFP)**

1	Invitation of Bids for Supply of item / Services	1. AMC for Scanning Electron Microscope ( LEO430) for 1 years { Rs 1,50,000/-} Year of Installation 1998
	RFP Number and date	MLSU/GEOL/RUSA 2.0/2020-21/M/20 dt-21-12-2020

1. ONLINE Bids are invited for **supply of items / service listed in Part -5** of this RFP as per **Single bid**.
2. The address and contact numbers for seeking clarifications regarding this RFP are given below –

1	Bids and queries to be addressed to	Dr. Ritesh Purohit Head Department of Geology
2	Postal address for sending the bids:	51- Saraswati Marg, Udaipur (Rajasthan)-313001
3	Name & designation of the contact person for tender related general information	Dr. Maya Choudhary Principal Investigator RUSA 2.0 Project Department of Geology MLSU Udaipur (Rajasthan)-313001
4	Telephone numbers of the contact person	9414201976
5	e-mail ID of contact person	geology@mlsu.ac.in
6	Contact person for specific information on item / services for which tender called	Dr. Maya Choudhary
7	Telephone number to contact	9664141837,
8	Email address	mayachoudhary.geo@gmail.com

3. This RFP is divided into seven parts as follows:

Part-1	General information and instructions for the bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, EMD etc.
Part-2	Standard conditions of RFP, which will form part of the contract with the successful bidder
Part-3	Special conditions applicable to this RFP and which will also form part of the contract with the successful bidder
Part-4	Vendor qualification criteria
Part-5	Essential details of the items/services required, such as technical specification / scope of work, delivery period, mode of delivery, consignee details etc.
Part-6	Evaluation criteria for the tenders
Part-7	Price Bid Format
Appendix A– COMMERCIAL TERMS AND CONDITIONS (For Indian Vendors)	
Appendix B – Format for Bank Details	
Appendix C– Bank Guarantee Format For EMD	

4. This RFP is being issued with financial commitment and the buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.
5. For any grievances related to bidding conditions, bidding process or rejection of bids, you may contact Head Department of Geology MLSU, Udaipur (Rajasthan). With regard to bidding conditions, this shall be done in writing at least seven days in advance of the stipulated date of submission of the bid.

Yours sincerely

Dr. Ritesh Purohit  
Head Department of Geology  
Mohanlal Sukhadia University  
Udaipur (Rajasthan)

## Part I – General information

1. Last date and time for submitting the quotations (bids):

Date	Month	Year	Time
21	December	2020	06:00 pm

The bids (both technical and commercial, in case two bids are called for) should be submitted ONLINE by the due date and time. The responsibility to ensure this lies with the bidder.

2. **Manner of submitting the Bids:**

Bids should be submitted ONLINE only at e-procurement <https://eproc.rajasthan.gov.in> before the due date and time. Late tenders will not be considered.

3. **Time and date of opening of bids:**

Date	Month	Year	Time
12	January	2021	11:00pm

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Place of opening of the Bids: Department of Geology MLSU Udaipur (Rajasthan)**  
The Bidders may depute their representatives, duly authorized in writing, to attend the opening of bids on the due date and time. Important commercial/technical clauses quoted by all bidders will be read out in the presence of the representatives of all the bidders. This event will not be postponed due to non-presence of your representative.
5. **Procedure for Submission of Bid :Two Bid System- Bid shall be submitted ONLINE in two parts i.e. Part I- Techno- Commercial bid Part II Price Bid Only the Techno Commercial bids would be opened on the time and date mentioned above. Date of opening of the Price bids will be intimated after acceptance of the Techno Commercial bids.**
6. **Single Bid System:** Bid shall be submitted online and the bid would be opened on the time and date mentioned above.
7. **Forwarding of Bids – Bids** should be submitted by the bidders through ONLINE with details like TIN number, GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 7 (Seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. Indian firms need to quote only in Indian Rupees. An Indian firm can quote in FE on behalf of their OEM only if they are either a 100% subsidiary of the OEM or an Indian Agent of the foreign OEM in accordance with their agency agreement. The firms claiming to be:

- a) A 100% subsidiary would be required to produce documentary evidence in support of their claim along with their Techno-Commercial bid failing which their bid would be disqualified.
- b) An agent of foreign OEM, for submitting the offer on behalf of OEM, would be required to produce a copy of their agency agreement with their principals and a copy of registration/enlistment forms as an Indian agent, if registered/enlisted, along with their Techno-Commercial bid, failing which their bid would be disqualified. It would be mandatory for an Indian agent to get registered/enlisted with forms as an Indian agent of OEM prior to evaluation of their Price bid, failing which their bid also would be disqualified.

**10. Validity of Bids: The Bids should remain valid for following days from the due date of tender – 90 days**

**11. Modification and Withdrawal of Bids:**

A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by email but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

**12. Earnest Money Deposit/RISL Processing Fees/ BID Fees –**

Amount in Rs	Total Amount in Rs	Demand Draft In favour of:-
3,000/- EMD 500/- RISL Fees 500/- Bid Fees	4000/- ( Four Thousand Rs only)	Head Department of Geology MLSU Udaipur (Rajasthan)

Bidders are required to submit Earnest Money Deposit (EMD) for the amount indicated above. The EMD should reach this Lab on or before the due date in a sealed envelope failing which the quotation will be rejected. Please super scribe the RFP No. & date of opening on the envelope and also mention "EMD inside". Copy of the EMD should be attached along with the bid. The EMD may be submitted by Indigenous bidder in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee. In case of foreign bidder, EMD is to be submitted in the form of appropriate Bank Guarantee from a first class bank of international repute. EMD is to remain valid for a period of forty-five days beyond the final bid validity period or 135 days from the date of opening which ever is later. EMD of the unsuccessful bidders will be returned to them, without any interest whatsoever, at the earliest after expiry of the final bid validity and latest on or before the thirtieth day after the award of the Contract. EMD of the successful bidder would be returned without any interest whatsoever after the receipt of Performance Warranty Bond from them as called for in the Contract. EMD is not required to be submitted by those Bidders who are registered with the Central/State Purchase Organizations (e.g. DGS&D), National Small Industries Corporation (NSIC), Departments of MoD, other DRDO labs and as per the policy of Government of India in vogue. Such bidders would be required to furnish the relevant documents in their Techno-Commercial bid in support of the claim. The EMD will be forfeited if the Bidder withdraws amends, impairs or derogates from the tender in any respect within the validity period of their tender.

**13. Clarification regarding contents of the Bids:**

During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

**14. Rejection of Bids:**

Canvassing by the Bidder in any form, unsolicited letter and post -tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

**15. Unwillingness to quote:**

Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

**16. Bids of debarred / black listed firm will not be considered for evaluation**

Name of authorized Signatory  
Company Name  
Address

(Signature of vendor)

Office Seal of vendor with Stamp  
Date

## **Part -2 – Standard terms and conditions**

The Bidder is required to give confirmation of their acceptance of the Standard Terms and Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

- 1. Effective Date of the Contract:** In case of placement of a supply order, the date of the Supply Order would be deemed as effective date. In case a contract is to be signed by both the parties, the Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) or as agreed during negotiations. The deliveries and supplies and performance of the services shall commence from the effective date of the Contract.
- 2. Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India and shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 3. Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with either of the following provisions:

The case of arbitration may be referred to CFA or a person appointed by him who will be sole arbitrator and the proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996.

Or

The case of arbitration may be referred to International Centre for Alternative Dispute Resolution (ICADR) for the appointment of arbitrator and proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996.

Or

The case of arbitration may be conducted in accordance with the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules in India. However, the arbitration proceedings shall be conducted in India under Indian Arbitration and Conciliation Act, 1996.

- 4. Penalty for Use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the



Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/ employee of the Buyer or to any other person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above (i) Prime Lending Rate of State Bank of India for Indian bidders, and (ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of tender shall be considered for this. The Buyer will also have the right to recover any such amount from any contracts in vogue with the Government of India.

Or

The Seller confirms and declares in the Techno - commercial bid that they have engaged an agent, individual or firm, for promotion of their product. In such case, following details are to be submitted in the Techno - commercial bid:

- a) Name of the Agent
  - b) Agency Agreement between the seller and the agent giving details of their contractual obligation
  - c) PAN Number, name and address of bankers in India and abroad in respect of Indian agent
  - d) The nature of services to be rendered by the agent and
  - e) Percentage of Commission payable to the agent
6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Bidder/Seller has violated the provisions of Para 4 and/or Para 5 above to obtain the Contract, the Bidder/Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information/Books of Accounts.
7. **Non-disclosure of Contract Documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
8. **Withholding of Payment:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in the Contract, the Buyer may, at his discretion, withhold any payment until the completion of **the Contract**.

**9. Liquidated Damages:** If a supplier fails to execute the order in time as per the terms and conditions stipulated therein, it will be open to the purchaser to recover liquidated damages for delay in delivery and installation from the supplier. The L.D charges can be increased in case of gross violation of the purchase order terms as decided by the Comptroller of the Institute.

Delay upto 1/4th of the time period of supply: 2.5%

Delay 1/4th and above but less than 1/2 of supply period: 5%

Delay 1/2 and above but less than 3/4th of the supply period: 7.5%

Delay more than 3/4th of the time period of supply: 10%

**10. Termination of Contract:** The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases :-

- i) The store/service is not received/rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.

Or

The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than **ONE** months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.

- ii) The delivery of store/service is delayed due to causes of Force Majeure by more than **ONE** months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
- iii) The Seller is declared bankrupt or becomes insolvent.
- iv) The Buyer has noticed that the Seller has violated the provisions of Para 4 and/or Para 5 above to obtain the Contract.
- v) As per decision of the Arbitration Tribunal.

**11. Notices:** Any notice required or permitted by the Contract shall be written in English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.

**12. Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Buyer.

**13. Use of Patents and other Industrial Property Rights:** The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other Industrial Property Rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies or any or all the rights mentioned above.

**14. Amendments:** No provision of the Contract shall be changed or modified in any way (including this provision) either in whole or in part except when both the parties are in written agreement for amending the Contract.

**15. axes and duties**

- i) **In respect of Indigenous Bidders**

a) **General**

MOHANLAL SUKHADIA UNIVERSITY-Udaipur currently holds DSIR certificate and tax rate should be accordance to the DSIR certificate. DSIR certificate could be provided to bidder at the time of purchase if needed. **[Our University is entitled for concession of GST @5% as per Notification No. 45/2017-(Central Tax Rate) and Notification No. 47/2017-(Integrated Tax Rate) dated 14-11-2017. This University is also registered with DSIR vide TU/V/RG-CDE(1196)/2019 dated 30-04/2019 for availing concession on Custom Duty]. According to DSIR exemptions certificate available to host institute, exemption is available with custom and excise duties/GST exemption on the imported and domestic purchase of equipment and consumables for research purpose. Quote the price inclusive of all taxes according to the exemption availed.**

b) **Customs Duty**

Customs Duty Exemption Certificate will not be issued by the buyer. Bidder Shall quote amount inclusive of Customs Duty applicable.

- 16. Denial Clause:** Denial clause informs Seller that the Buyer reserves the right to admit additional payment due to upward revision of statutory levies beyond the original delivery schedule in case Seller fails to deliver the goods as per schedule. Variations in the rates of statutory levies within the original delivery schedule will be allowed if taxes are explicitly mentioned in the contract/supply order and delivery has not been made till the revision of the statutory levies. Buyer reserves the right not to reimburse the enhancement of cost due to increase in statutory levies beyond the original delivery period of the supply order/contract even if such extension is granted without imposition of LD.
- 17. Undertaking from the Bidders:** Bidder/firm/company/vendor will submit an undertaking that in the past they have never been banned / debarred for doing business dealings with Ministry of Defence/Govt. of India/any other Govt. organization and that there is no enquiry going on by CBI/ED/any other Govt. agency against them.

Name of authorized Signatory  
Company Name  
Address

(Signature of vendor)  
Office Seal of vendor with Stamp  
Date

**PART -3**  
**SPECIAL TERMS AND CONDITIONS**

**Note:** The Bidders are required to give confirmation of their acceptance of special terms and conditions of the RFP mentioned below which will automatically be considered as part of the supply order concluded with the successful Bidder (Contractor) as selected by Head Department of Geology MLSU Udaipur (Rajasthan). Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Letter of Intent (LOI):** The vendor shall be intimated by a Letter of Intent (LOI) of Head Department of Geology MLSU about the acceptance of the offer of the vendor by Head Department Geology MLSU and asking for completion of necessary obligations from vendor side such as submission of Performance cum warranty bond towards signing of a contract.
2. **Performance cum Warranty Bond:**
  - a. The vendor shall be required to furnish a Performance cum Warranty Bond by way of Banker's Cheque / Demand Draft (DD)/ Bank Guarantee (BG)/ Fixed Deposit Receipt (FDR), in favour of Head Department of Geology MLSU Udaipur for a sum equal up to **10%** of the Supply Order / Contract Value. The Bond submitted should be valid up to 60 days beyond the date of completion of all contractual obligations, including warranty obligation. The specimen of Bond can be provided on request.
  - b. In case the supply of items/work where warranty is not applicable, vendor should provided a bank guarantee/Indemnity bond for security Deposit as per the prescribed format for 10% order value covering two months beyond the delivery schedule/work completion.
  - c. The Indemnity bond may be accepted only from Government Departments/DPSUs/PSUs in lieu of Bank Guarantee.
3. **Purchase Preference Clause:** Purchase preference will be granted to the nominated agencies for the specified quantity as per the policy of Govt. of India/Govt. of Rajasthan in vogue.
4. **Permissible Time Frame for Submission of Bills:** To claim payment (part or full), the Seller shall submit the bill(s) along with the relevant documents within 30 days from the completion of the activity/supply
5. **Payment Terms**

**For Indigenous Seller:** The payment will be made as per the following terms, on production of the requisite documents:  
50% payment within 30 days after receipt, acceptance and satisfactory completion/ installation of stores/equipment/service/job in good condition or the date of receipt of the bill whichever is later. **(Refer Annexure-A SI.No.7) and 50% after 6 months after satisfactory report.**
7. **Advance Payments:**

No advance payment will be made.
8. **Part Supply and Pro rata Payment**

Acceptable **(Refer Annexure-A SI.No.7).**

## **PART -3**

### **Special terms and conditions applicable**

9. **Mode of Payment:** Through PFMS. It will be mandatory for the bidders to indicate their bank account numbers and other relevant e-payment details to facilitate payments through PFMS mechanism instead of payment through cheques, wherever feasible.
10. **Paying authority – Head Department of Geology MLSU Udaipur through comptroller MLSU Udaipur (Rajasthan)**
11. **Documents to be furnished for claiming payment:** The payment of bills will be made on submission of the following documents by the vendor to the Head department of Geology MLSU Udaipur.
  - i) Ink-signed copy of Invoice, ii) Ink-signed copy of Contractor's Bill, iii) Bank Guarantee for Advance, if applicable, iv) Guarantee/ Warranty Certificate, v) Performance Bank Guarantee/ Indemnity Bond, if applicable, vi) Details for electronic payment viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number (if these details are not already incorporated in the Contract), vii) Original copy of the Contract and amendments thereon, if any, viii) Any other document/ certificate that may be provided for in the Contract, ix) Copy of PAN card.
12. **Non-Disclosure Agreement (NDA):** The firm should furnish an undertaking that any information that is available to the team members from MLSU will not be disclosed to any third party. NDA to be signed in the prescribed format, if desired by MLSU before execution of supply order.
13. **Security:** Security rules of MLSU will be applicable to the vendor and to the vendor deployed manpower for execution of the contract.
14. **Warranty: NA**
15. **Force Majeure Claus:**
  - a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operations, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
  - b) In such circumstances the time stipulated for the performance of an obligation under the Contract is extended correspondingly for the period of time commensurate with actions or circumstances and their consequences.
  - c) The party for which it becomes impossible to meet obligations under the Contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from their commencement.

## PART -3

### Special terms and conditions applicable

- d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be considered as sufficient proof of commencement and cessation of the above circumstances.
- e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

#### **16. Franking Clause:**

- a) **In Case of Acceptance of Store(s):** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Head Department of Geology MLSU Udaipur under the terms and conditions of the Contract".
- b) **In Case of Rejection of Store(s):** "The fact that the goods have been inspected after the delivery **period** and rejected by the Inspecting Head of Department will not bind the Department in any manner. The goods are being rejected without prejudice to the rights of the Department of Geology MLSU Udaipur under the terms and conditions of the contract."

#### **17. Claims**

- a) The quantity claims for deficiency of quantity and/ or the quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection.
- b) The Contractor shall collect the defective or rejected goods from the location nominated by the Department of Geology MLSU Udaipur and deliver the repaired or replaced goods at the same location, within mutually agreed period, under Contractor's arrangement without any financial implication on the Department.

**18. Intellectual Property Rights (IPR):**The rights of Intellectual Property, developed under the Contract, will be either the property of Govt. of India/Govt. Of Rajasthan or jointly owned by the Govt. of India/Govt. Of Rajasthan and the Development Partner. The holding of rights of intellectual property will be decided by the Department of Geology based on the merits of the case. Even where IPR is jointly held, Govt. of India/Govt. Of Rajasthan will have the marching rights on IPR, i.e., the Development Partner will have to give technical know-how/design data for production of the item to the designated Production Agency nominated by Govt. of India/Govt. Of Rajasthan. The Development Partner will, however, be entitled to license fee / royalty from designated agency as per agreed terms and conditions. The Development Partner will also be entitled to use these intellectual properties for their own purposes, which specifically excludes sale or licensing to any third party.

**19. Terms of Delivery/ Place of work: Department of Geology MLSU Udaipur (Rajasthan)**

**Part-4- Vendor qualification criteria**

- 1) Pre-bid meeting: -NA
- 2) Previous experience in service called for by the tender – N/A
- 3) Authorization by the Original Equipment Manufacturer (OEM) – N/A
- 4) Financial status of the vendor to undertake the service / supply: - N/A
- 5) Tax registration status of vendor:- YES
- 6) Facilities and infrastructure with the vendor – N/A
- 7) Quality control measurements – N/A

**Note:** During the techno-commercial evaluation of bids submitted by the vendors, in spite of the documents submitted as proof, if found there is a necessity to assess the competence of the vendor to undertake the demanded supply / service, a committee constituted by Head Department of Geology will visit the vendor facility / facilities and assess the competence of the firm. Based on the visit, Committee will submit a report to Director and the report will be considered by the techno-commercial evaluation committee while evaluating the bids.

Authorized Signatory -  
Company Name -  
Address -

Office Seal with Stamp  
Date

## Part -5 -Essential Details of Items/Services Required

### 1. Schedule of Requirements:

1.	AMC for Scanning Electron Microscope ( LEO430) for 1 years Extended 3 year with good performance {Rs 1,50,000 Per Year} Installed 1998	1 Job
----	--	-------

### 2. Technical Details: Specification given in Annexure-A

3. Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. Bidders are advised to submit compliance statement for the technical parameters separately in the following format along with the Techno-Commercial Bid:

Para of RFP specifications (item-wise)	Specifications of item offered	Compliance to RFP specifications – whether Yes / No	Remarks (In case of non-compliance, deviation from RFP to be specified in unambiguous terms. In case of compliance, catalogue/brochure reference, if available, to be indicated)

For Commercially-Off-The-Shelf (COTS) items, it is mandatory to enclose catalogue/technical brochure to support the claims of compliance.

4. **Delivery Period/Contract Period:** Expected Delivery Period for supply of items/rendering services would be 1 years Extended 3 year with good performance {Rs 1,50,000 Per Year} from the date of supply order / Contract effective date. Please note that the Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period with/ without LD clause will be at the sole discretion of the Buyer.



## **Part -6– Evaluation Criteria of Bids**

1. **Evaluation and Acceptance Process:** The bid will be considered and selected based on instructions contained in Part-1 of the RFP for further evaluation of bids as per sequence given below:
  - i) **Techno-Commercial Bid Evaluation:** Bids will be evaluated based on vendor qualification requirement as per Part -4 of RFP, if applicable, and bids of the qualified bidders will be considered for further evaluation as mentioned in Part-5 of the RFP.
  - ii) **Price Bid Evaluation:** The Price bid of those bidders whose Techno-Commercial bid (if applicable) has been accepted will be opened and comparative statement will be prepared. The best acceptable bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Part -7 of the RFP.
2. **Procedure for Cost Comparison:** The basis for comparison of cost in different situations would be as follows:
  - a) If competition is only among Indian bidders, the financial implication should be considered on the basis of Cost of the state criteria, ie, prices of the goods offered and other charges such as packing and forwarding, freight and insurance, AMC etc, as indicated in the financial bids but excluding statutory levies, taxes, and duties such as GST etc on the final products which are to be paid extra as per the actuals where ever applicable. For Indian bidders, the FOR destination cost excluding all statutory levies, taxes and duties payable on the final product and for foreign bidders quoted CIF / CIP cost at destination port would be the basis of ranking of quotations.
  - b) If the competition is among Indian and foreign bidders, the CIP/CIF cost quoted by the foreign bidders at destination port will be basis of comparison with the basic cost (FOR destination basis) offered by Indian bidders excluding statutory levies, taxes and duties payable on final product.
  - c) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.
  - d) If competition is among foreign bidders, the basis for comparison should be the CIF/CIP price (designated port). If CIF/CIP price is not available, additional 10% of FCA/FOB cost over and above quoted FCA/FOB cost to be loaded for comparison purpose only.
3. The best acceptable bid will be considered further for placement of the Contract after price negotiation as decided by the Buyer.

**PART-7**

**PRICE BID FORMAT**

No	Description of item/items/Service	Quantity	Unit cost	Total cost
1.	AMC for Scanning Electron Microscope ( S430) for 1 years/Extended 3 year with good performance {Rs 1,50,000 Per Year}	1 Job		
<b>Total cost</b>				
1.	Accessories cost , if any (give beak-up separately)			
2.	Non Recurring expenditure (if any)			
3.	Installation / Commissioning charges, if any			
4.	Training charges, if any			
5.	Technical literature cost, if any			
6.	Tools cost, if any			
7.	Any other cost			
8.	Quantum of discount, if offered (details of discount offered on unit rate of each item )			
9.	Tax Applicable			
10.	<b>GRAND TOTAL</b>			

**Important Note:** This is a general format of price bid. The columns which are applicable to the case are only to be filled. In case of doubt, it is advised to clarify before filling the column as any wrong entry may lead to difficulty in arriving the lowest bidder. The price bid format /price in any other format shall not be attached/disclosed along with in any other documents of the tender

## **Terms and Conditions**

### **Specification and Scope of work**

1. During the period of this Contract, a Carl Zeiss India Engineer has to make 2 (TWO) Scheduled service calls and, at the Owner's request; 2 (TWO) emergency calls in response to product malfunction or breakdown.
2. Emergency visit: Twice in a year. The service engineer has to attend the case within 48 hrs from the time of intimation of breakdown of the instrument.
3. Date and time of execution of preventive visits and the emergency visit shall be determined on mutual agreement.
4. The scope of the preventive maintenance work should cover the following.
  - a. General cleaning of the equipment, routine maintenance,
  - b. Performance checks, Re-alignment, repair and the replacement of defective components and parts.
  - c. The contractor shall bear charge of changing of consumable like cotton waste, polish, oil etc. to a maximum cost of Rs. 15,000/- per year
5. During the repair visit, the firm should ensure that the instrument is brought back to proper working condition during the visit itself if replacement of any major part is not involved.
6. Period of contract: 1 Year/ Extend 3 Year if performance is good from the date of signing of contract, extendable on mutual agreement for further years under the same terms and conditions.
7. Payment Terms: Payment shall be made half yearly after each preventive visit, on submitting the proper invoice/contractors bill and job completion report.

**TENDER ACCEPTANCE LETTER**  
**(To be printed on Company's Letter Head)**

Bid Ref No:

Dated:

To,

**Head Department of Geology  
Mohanlal Sukhadia University  
Udaipur (Rajasthan)**

**Sub: Acceptance of Terms and Conditions of Tender.**

Tender Reference No: \_\_\_\_\_

Name of Tender/Work: \_\_\_\_\_

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents (Including all documents like annexure(s), schedule(s), Specifications etc.), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organisation too have also been taken into consideration, while submitting this acceptance letters.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in it's totality/entirely.
5. I/We certify that all the relevant Taxes/Duties likely to be paid in connection with delivery of goods/services specified in RFP have been indicated separately. I/We understand that in absence of this, the total cost quoted by me/our firm will be taken into account in the ranking of Bids.
6. I/We hereby declare that in the past I/We have never been banned/debarred for doing business dealings with Ministry of Defence/Govt. of India/ any other Government organisation and that there is no enquiry going on by CBI/ED/any other Govt. agency against me/us.
7. I/We certify that all the information furnished by our Firm is true and correct and in event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earned money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**Commercial terms & conditions**

(Vendors should complete all the terms for the Item/ Service quoted)

RFP (tender) No. and date		MLSU/	DD	MM	YYYY
Description of item / service					
Name & address of the vendor					
No	Terms	Terms Applicable	Remarks if any		
1	GST (%) (Give item wise, if applicable)	.....% Extra/ Included/ Not applicable			
2	Packing charges (If extra, Proof required)	.....% extra/Included/ Not Applicable			
3	Forwarding charges (If extra, Proof required)	.....% extra/Included/ Not Applicable			
4	Freight charges (If extra, Proof required)	.....% extra/Included Free delivery at MLSU			
5	Other charges, if any (specify the details)	Nil /Rs.....Extra against -----			
6	Delivery schedule / Contract period. (Please refer Part 5 of RFP)	.....Weeks/Months from the date of Contract.			
7	Number of Delivery Lots (Preference: Single Lot)	Single Lot/ .....Lots			
8	Liquidated Damages (LD)	Accepted (If not accepted quotation will not be considered)			
9	Tender Fee	Not applicable /Submitted DD No.....Dt..... Amount.....			
10	Earnest Money Deposit (EMD)	Not applicable / Submitted DD No...../ BG No..... Date-.....			
11	Performance Cum Warranty Bond (PCWB) clause. [ Please refer Part-3 of RFP]	Accepted/Not Accepted			
12	Is authorised dealer of item demanded?	Yes / No (If yes, provide authorisation letter)			
13	Warranty period	.....Months/Year			
14	After sales service support available?	Available / Not available			
15	Training / demonstration charges (Free training to be provided)	Free / Rs.....Extra / Not applicable			

16	Installation/Commissioning charges	Free / Rs.....Extra / Not applicable	
17	Validity of offered bid - Single Bid-90 Days - Two Bids- 180 Days	.....days from the date of Bid Opening	
18	Availability of testing / inspection facility at vendors' premise	Yes / No	
19	Make & model of the offered system	Make..... Model.....	
20	Minimum Order Quantity (MOQ) conditions, if any	Applicable / Not applicable Mention MOQ conditions, if any	
21	Any additional information material provided with the bid	Samples, drawings, brochure, test certificate etc, specify if any attachment.	
22	Requirement of any Free Issue of Materials (FIM), if any	Nil/Given Separately	
23	Payment Terms [Please refer Part 3 of RFP ]	Accepted /Not Accepted	
24	Whether End User Certificate is required (if required, enclose the format)	Required/Not required	
25	Other points / clause if any		

Signature &amp; Stamp

Vendor Name &amp; Address

**BANK GUARANTEE FORMAT FOR FURNISHING EMD**

Ref : Tender Enquiry No: .....Dated.....

Whereas.....

(Here in after called the "tenderer/Contractor ")  
has submitted their offer dated.....  
for the supply of.....  
(Here in after called the "tender")

KNOW ALL MEN by these presents that WE.....  
of.....having our registered office at  
.....are bound unto.....

(Hereinafter called the "Bank")

Head Department of Geology MLSU Udaipur (Rajasthan)-313001on

In the sum of..... for which payment will and truly to  
be made to the said purchaser, the Bank binds itself,  
its successors and assigns by these presents. Sealed with  
the Common Seal of the said Bank this.....day  
of.....20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1)  If the tenderer/contractor withdraws or amends, impairs  
Or derogates from the tender in any respect within the  
period of validity of this tender.
- (2) If the tenderer/contractor having been notified of  
The acceptance of his tender by the Purchaser during the  
period of its validity.
  - a. If the tenderer/contractor fails to furnish the  
Performance Security for the due performance of the contract.
  - b. Fails or refuses to execute the contract.

WE undertake to pay the Purchaser up to the above amount  
upon receipt of its first written demand, without the  
Purchaser having to substantiate its demand, provided  
that in its demand the Purchaser will note that the  
amount claimed by it is due to it owing to the occurrence  
of one or both the two conditions, specifying the  
occurred condition or conditions.

This guarantee will remain in force up to and including  
60 days after the period of tender validity and any  
demand in respect thereof should reach the Bank not later  
than the above date.

.....

**(Signature of the Bank)**

## Appendix-C

(Data to be submitted by Vendor in your letter head showing full address in duplicate)

MLSU Tender Ref. No.-.....Dated.....

The following mandatory Details may be furnished along with the quotation.

S. No	Data/ Information Required	
1	Name of supplier	
2	Suppliers Name (As shown in the Bank Account)	
3	Supplier' Bank Account no.	
4	Type of Account (SB/CC/CA)	
5	Name of the Bank & Address	
6	NEFT/IFSC Code of Bank	
7	MICR Code of Bank	
8	PAN Number	
9	Contact Telephone/ Mobile No.	
10	E-mail ID, if any	

Date.....

Signature of Proprietor.....

Seal:.....

Name.....