

Open Tender for Purchase of Various Equipments
PRESCRIBED BID FORM

NOTE:

Tenders under two bid systems (technical and financial) must be submitted strictly in accordance to all term and conditions of the bid-notice, bid form of the university, otherwise the bid shall not be considered and shall be rejected out-right. The counter (firm's own) terms and conditions are not accepted in any case. Bidder should read these terms and conditions very carefully and comply strictly while submitting their bids. If a bidder has any doubt regarding the interpretation of any of the terms and conditions or specifications mentioned in those documents, he/she should get these clarified before submitting the bid form to the **Head, Department of Botany, Mohanlal Sukhadia University, Udaipur**. The decision of the Head, regarding the interpretation of the conditions and specifications shall be final and binding on these bids. The purchase is being made as per Rajasthan Transparency in Public Procurement Act/Rules, 2012 and also 2013 (GSR97), Finance (G&T) Department dated 24.1.2013 as amended from time to time by Govt. of Rajasthan. These rules shall be applicable with regard to delay in supplies and other residue eventuates.

TWO SETS OF THIS BID FORM CONTAINING THE FOLLOWING ENCLOSURES ARE BEING SENT:

1. Detail about the bidder
2. Schedule of important dates for the tender
3. Summary of Tender
4. Technical specification of equipment
5. Eligibility criteria
6. General terms and conditions of bid
7. Special terms and conditions of bid
8. Compliance of the specifications
9. Technical bid form
10. Financial bid form
11. Annexure A to D

Submit technical bid and financial bid separately as per details given under special terms and conditions para (1) in sealed envelopes failing which Tender (Bid) will be rejected.

Please retain one set for your record and submit one complete set duly filled in signed and stamped along with earnest money (Bid deposit) remittance documents.

Encl. as above

HEAD,
DEPARTMENT OF BOTANY,
MOHANLAL SUKHADIA UNIVERSITY
UDAIPUR, RAJASTHAN

DEPARTMENT OF BOTANY
UNIVERSITY COLLEGE OF SCIENCE
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR
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Tel: 0294-2413955, 2213

DETAILS ABOUT THE BIDDER

(To be filled in by the Bidder)

Name of the bidding Company/Firm	
Contact Person (Authorized bid Signatory)	
Correspondence Address	
Mobile No.	
Telephone Number (Land Line) & Fax	
Website & E-mail Address	
NOTE: Bid Fees (Tender Fees) and EMD Fees to be deposited by <u>NEFT/RTGS only</u>. Transaction receipt should be attached with tender documents. Account details are given below: <ul style="list-style-type: none"> • Name of account: Head, Department of Botany • Account No. 693301216469 • IFSC: ICIC0006933 • Bank Name: ICICI Bank Pvt. Ltd. • Branch: Bapu Bazaar, Udaipur (Rajasthan) 	The EMD (Refundable) and Bid fee may be paid as follows: EMD (2%) + Rs 590/-
EMD Details Bid Fee Details	Transaction No.....Date.....

DECLARATION

I/We hereby declare that I/We have read all the General, Special Terms and Conditions and Scope of work & specifications of the bid items of the University and I/We agree to these terms and conditions.

SIGNATURE OF THE BIDDER
WITH THE FIRM'S RUBBER STAMP

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Schedule of Important Dates for Open Tender

S.No.	Events	Date
1.	Date of Issue of Notice Inviting Tender (NIT)	8 February 2021
2.	Start Date & Time for downloading of Tender documents	8 February 2021
3.	Website for downloading Tender Documents	http://sppp.rajasthan.gov.in/ and http://www.mlsu.ac.in/
4.	Last Date & Time for submission of Tender	18 February 2021 at 5:00 PM
5.	Date & Time for opening of Technical Bids	19 February 2021 at 2:00 PM
6.	Date & Time for opening of Financial Bids	To be announced later

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SUMMARY OF THE OPEN TENDER

Tender No. MLSU/BOT/RUSA 2.0/2021/R&I/NIB-O/25

Date: 8 February 2021

Name of Equipment/Item	Quantity	Estimated Cost (Rs.)	Earnest Money (Rs.)	Tender Fee (Rs.)
1. Incubator Shaker	01	3,50,000/-	7000/-	590/- (Including GST)
2. BOD Incubator	01	2,30,000/-	4600/-	
Total		5,80,000/-	11,600/-	

Types of Tender: Two Bid System (Rule 163 GFR 2017)

Mode of EMD and Tender Fee: Bid Fees (Tender Fees) and EMD Fees to be deposited by NEFT/RTGS only. Transaction receipt should be attached with tender documents. Account details are given below:

- Name of account: Head, Department of Botany
- Account No. 693301216469
- IFSC: ICIC0006933
- Bank Name: ICICI Bank Pvt. Ltd.
- Branch: Bapu Bazaar, Udaipur (Rajasthan)

NOTE:

1. If the Bid is not opened on the above date due to unforeseen circumstances, then the next working day will be considered as Bid opening date.
2. The Bidder who fails to submit the required Tender fee and EMD, their Techno financial Bids shall not be consider for opening.
3. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
4. **In case if bidder is participating for more than one item, then bidder must ensure to deposit item-wise separate technical bid and financial bid in separate sealed envelopes.**

TECHNICAL SPECIFICATION OF EQUIPMENTS

S. No.	Item name and Specialization
1.	<p>Item: Incubator Shaker</p> <p>Specifications:</p> <ul style="list-style-type: none"> • Main Body: Stainless steel SUS304 (Internal), CR steel with epoxy powder coating (External), Door with Transparent double layer safety glass window • Suitable for both shaking and static shelf incubation purpose • Built in lamps • Shaking motion automatically cutoff when door opens • Fitted with spring racks to holds various containers • Arrangement for adjustable flask holders • Chamber capacity: 150-180L • Platform Dimension: 500mm (W) x500mm(D) • Temp. Range : +10°C to 60°C • Temp. Accuracy : $\pm 0.5^{\circ}\text{C}$ at 25°C • Uniformity: $\pm 0.5^{\circ}\text{C}$ at 25°C • Speed/stroke: 60-250rpm/20mm orbital motion • Controller: Digital PID controller with Timer, Auto tuning, Calibration Function • Speed Range: 30 to 300 rpm • Speed Accuracy: ± 1rpm • Temp. Safety: Hydraulic over temperature protection device <p>Additional Accessories :</p> <ul style="list-style-type: none"> • Spring Rack • Adjustable flask holder of different sizes like 50ml, 100 ml, 250 ml, 500ml and 1000ml • Test tube holder of different diameter like 16mm and 25mm
2.	<p>BOD Incubator</p> <p>Specifications</p> <ul style="list-style-type: none"> • Reliable low temperature incubator, to make Biochemical Oxygen Demand determinations and for preservation of vaccines, insulin, lever extracts, chemicals etc. • Construction : Robust Construction, Outer cabinet should be made of M.S. Sheet, duly pre treated & finished with epoxy powder coated paint for lasting finish. Inner chamber should be made of highly polished stainless steel. It should have provision for allowing wide range of shelf positions and spacings. Stainless steel trays should also be provided. Chamber should be duly insulated to minimize heat loss. Two doors may be provided. Outer door should be insulated and fitted with magnetic gasket for air tight closing for no temperature loss. Door should be provided with lock and key. Inner door should be made of unbreakable transparent acrylic glass empaneled in aluminium door frame for inspecting the specimens inside chamber, without opening the door and with minimum temperature loss. • Size: approx.15 Cu. Ft. • Temperature Control :

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	<p>Reliable solid state temperature controller cum indicator digital display, range from 5°C to 50°C $\pm 0.5^\circ\text{C}$. Hermetically sealed, high performance compressor works on Environment friendly and CFC free refrigerant and PUF insulated to lower the inside chamber temperature. Heating elements should be placed in the path of moving air duly insulated from the body. Cooling coils also lie in the air circulation path. Air should be circulated by a double shaft self-cooled blower to keep the temp. uniform throughout the inner chamber. A safety temp. thermostat should be provided, which switches off the heaters in the event of failure of the normal temp. control system to protect the specimens from excessive heat. Also fitted with a door operated lamp for illumination inside the chamber.</p> <ul style="list-style-type: none"> • Control Panel : All controls and circuitry should be housed at the top of the incubator. Separate the indicator lamps for main, heating and cooling should be fitted. Temperature setting fine and coarse knobs allow the user to set any desired temp. A Digital Voltmeter should be provided on the panel to read the incoming voltage. • Salient Feature : Switches from heating to cooling and vice versa irrespective of the ambient temperature and thus should be capable of working without any user intervention. Supplied complete with 3 shelves of Stainless Steel as per the chamber, cord and plug, to work on 220 Volts, 1 Phase, 50 Hz, AC supply. The unit should be supplied with suitable Automatic Voltage Stabilizer. It should be with microprocessor • Additional Accessories : <ul style="list-style-type: none"> -Interior illumination with 3 Nos. fluorescent tubes. -Automatic cyclic timer 0-24 hrs. regulating illumination cycle. -Arrangement for incubation carbon dioxide & air mixture. -Carbon-di-oxide Cylinder 9 Liters. -Air Compressor
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Installation, Warranty and Service requirements for equipments

- Operation and service manuals must be provided at the time of installation.
- Vendor should submit a list (with contact information) of customers in Government research institutes/Universities who have purchased the equipment.
- Installation at the desired place specified by the institute and on-site training of the faculty members and/or students should be provided.
- One-year complete comprehensive warranty from the date of installation should be provided.
- Vendor should provide on-site service within 10 days' time after the intimation from the users.
- Satisfactory performance of equipment as per specifications should be demonstrated using real samples at the time of installation.

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I/we hereby declare that I/we read carefully all the Installation, Warranty and Service requirements for equipments and I/we hereby agree to accept these requirements.

**Place :
Date :**

**SIGNATURE OF THE TENDERER
(With seal)**

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ELIGIBILITY CRITERIA

The Contractor/firms shall furnish the following documents attached with the quotation for Technical Bid failing which the bid will be rejected summarily.

1. Proof of GST, if applicable
2. PAN No. of the firm. PAN No. on the name other than the firm should not be accepted.
3. The Laboratory Equipments must be manufactured by a company whose products have passed ISO9001/ISI quality management system.
4. Bidder must attach proof related to (i) Manufacturing certificate issued by the Manufacturer or their authorized Indian Agent with warranty of 1 year or more (ii) ISO certification.
5. Bidder must have been in the business of Laboratory Equipments supply and installation during last three years.
6. Bidder must attach (a) certificate for installation at one site. (b) Copy of purchase orders and work completion and satisfaction certificate from customers to prove the prior experience and institutions where supply has been made. **This is to be ensured by the firm that purchase order of the same model supplied in the Govt. organization/University/institution should be provided while submitting the bid. In case bidder fail to provide the purchase order of the same model supplied in the Govt. organization/University/institution, then bid may be cancelled on the technical ground.**
7. The firm should have turn over of rupees 5.80 Lakhs in previous financial year.
8. Bidder must have authorized service centre in India to attend maintenance calls since last three years.
9. The Earnest Money Deposit (EMD) of Rs. -----/- (Rupees -----only) through a NEFT/RTGS (No.....& Date.....Bank and Branch...) etc.
10. The firm should not have been black listed from any Govt./Ministry/PSU Organization (A certificate in this regard will be submitted with the tender)

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GENERAL TERMS AND CONDITIONS OF BID

NOTE: Bidders should read these conditions carefully and comply strictly while sending their bids. If a bid has any doubt regarding the interpretation of any of the conditions or specification mentioned in the bid notice, he should before submitting the bid, refer these to the undersigned and obtain clarification.

The decision of the University regarding the interpretation of the conditions and specifications shall be final and binding on the Bidders.

1. Definition

- (i) The term '*the contract*' shall mean the invitation to the bid the instructions to the Bidders the bid acceptance of bid hereinafter defined and those general conditions and special condition that may be added.
- (ii) The term *the contractor* shall mean the person, firm or company with whom the order for supply is placed. In the case of the person, it shall be deemed to include his successors, heir and legal representatives where the context so admits.
- (iii) The term *delivery* shall mean delivery by the dates and the places specified in the bid form and/or order/issued after the acceptance letter from time to time of stores which are acceptable by the Indenting officer/the **HEAD, DEPARTMENT OF BOTANY, Mohanlal Sukhadia University** or the central stores purchase committee of the university and not the submission of stores which are not to the required standard.
- (iv) The term *Purchase Committee* shall mean the Committee constituted by the Mohanlal Sukhadia University.
- (v) The term *bid* means tender and *bidder* means tenderer.
- (vi) The terms 'Bid deposit' and 'Earnest money deposit' have same meaning.

2. The bids should be sent to **Head, Department of Botany, Mohanlal Sukhadia University, Udaipur 313001 (Rajasthan)** under a registered A.D. cover or speed post etc. duly sealed and marked with the item name of the bid, bid Code No., so as to reach before the due date and time. If bids are delivered by hand, a receipt should be obtained. Any bid received after the due date and time shall not be considered. The bids will be opened on the date and time mentioned in the bid documents before the members of a committee appointed for this purpose by the **Head, Department of Botany**, or by **Comptroller of Mohanlal Sukhadia University Udaipur**. Bidders are at liberty to be present or authorize not more than one representative to be present at the time of opening of bids on the above mentioned date and time.

3. Bidders will have to submit invariably an income tax clearance certificate from the income tax officer of the circle concerned along technical bid.

4. The bid should be filled in blue ink or typed. No bid filled with pencil shall be considered.

5. (i) Rates must be written both in words and figures. There should no alterations or overwriting in the bid and information given in the bid should be unambiguous

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language. Where any alteration is made, it should be made clearly and should be dated and initialed by the Bidder failing which such quotation will be ignored. No paper shall be detached from the bid form.

(ii) Rates quoted must be F.O.R to this office address that is: Store office, Department of Botany, Mohanlal Sukhadia University, Udaipur - 313001 (Rajasthan) India and include all charges and taxes.

(iii) If any time during the period of contract the contractor reduces the sale price of such stores to any other person at a price lower than the price approved under the bid, he shall forthwith notify such reduction or sale to the **Head, Department of Botany, Mohanlal Sukhadia University** and the price payable under the contract for the stores supplied after the date of coming into force of such reduction in sale shall be correspondingly reduced. The successful Bidder shall furnish certificate to the effect that the provision of this clause has been fully complied with in respect to supplies made or billed for up to the date of certificate. The successful Bidders shall furnish this certificate to **Head, Department of Botany, Mohanlal Sukhadia University** at the beginning and in every six month thereafter during the currency of the contract and at the end of the contract period that they had complied with this clause of the conditions.

6. The Bidder is not expected to quote for more than one quality where the specification are fairly clear and not more than two in any case. If any bid will quote for more than two qualities, his rates may not be considered at all in respect of those items.
7. Bid and offers of the firm shall be valid for a period of six months from the date of opening of financial bids.
8. (i) Bidders hereby are explicitly warned that individual signing the bid must specify as follows:-
 - (a) Whether signing as Sole Proprietor of the firm.
 - (b) Whether signing as a registered active partner of the firm.
 - (c) In the case of Companies and Registered firms whether signing as Secretary, Manager, Partner, Director, etc. and how individuals so signing are authorized to do so. A copy of the document under which such authority is given should be submit with the bid, if a copy has not already been sent to **Head, Department of Botany, Mohanlal Sukhadia University, Udaipur - 313001 (Rajasthan)**.
- (ii) Except specified places, Bidder should sign the bid form at the end of the first and last pages of the bid as a token of his acceptance of all the terms and conditions of the bid. He should also sign at each page of the bid on which rates are quoted and also at all the specified places.
- (iii) If the Bidder rescinds from his offers or puts new terms after opening of the bid, his earnest money is liable to be forfeited.
- (iv) The submission of more than one bid for the one and same category and under different names is prohibited. If it is discovered that this condition has been violated, the bid will be rejected or contract will be cancelled and the earnest

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money (Bid deposit) or security deposit(s) will be forfeited by the University.

9. The bid must be accompanied by an Earnest Money (bid deposit) as demanded in the NIB without which it will not be considered and rejected outright. The bid form fee and earnest money should be remitted in any one of the following forms **and must be submitted along with the technical bid:-**
- (i) Deposit Receipt of the recognized banks, which should be made in the name of **Head, Department of Botany, Mohanlal Sukhadia University, Udaipur 313001 (Rajasthan).**
 - (ii) Bank Drafts, of any scheduled bank in the name of **Head, Department of Botany, Mohanlal Sukhadia University, Udaipur 313001 (Rajasthan). (Payable at Udaipur)**
 - (iii) Cheque and FDR are not acceptable in any case.
 - (a) It is emphasized that no bid will be considered without earnest money (bid deposit) and if it is not in the form specified above. Request for adjustment of previous security/earnest money or deduction of amount from the earnest money from pending bills will not be considered.
 - (b) The earnest money will be refunded to an unsuccessful Bidder after final acceptance of the bid for these firms, whose bids are accepted. Earnest money will be retained as security for the full period of contract and it will be refunded within six months after the expiry of contract, provided there is no complaint from any of the purchasing officers in University.
10. Successful Bidders will have to execute an agreement in the prescribed form with the **Head, Department of Botany**, on a non-judicial stamp paper of Rs. 500/- which will be purchased by the contractor in his name and on his own cost, within period specified in the letter from the date on which the acceptance of the bid is communicated to him.
11. The contractor will be held responsible for goods being sufficiently and properly packed for transport by rail or road transport so as to ensure their being free from loss and breakage till the delivery of goods at the stores of the purchasing officer. All packing cases, containers and other allied material shall be supplied free of cost by the contractor and the same will not be returned to him. If he so desires, the contractor may insure valuable goods and loss or damage, breakage, leakage or shortage discovered at the destination by the consignee, the contractor shall be liable to make the same good at his own cost. The contractor may keep or depute any of his representatives to watch any damage or loss discovered at the destination to verify the same if he so likes for his satisfaction.
12. The successful bidder shall not assign or sublet the contract or any part thereof to any other party.

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- 13.
- i. All goods must be sent freight paid. If goods are sent freight together with a penalty of 10% of the freight will be recovered from the supplier's bills.
 - ii. Each bale or package shall contain a packing note quoting the acceptance order or supply order No., date and showing its contents in detail.
 - iii. Payment for the supply shall be due and payable by the purchasing officer to whom supply is made when the goods is delivered strictly in accordance of the supply ordered and when the goods are found to the standard required.
 - iv. All the goods supplied shall be of the best quality to the specification, trade mark laid down for them and in strict accordance and equal to the approved standard samples and in case of any material of which there are no standard approved samples shall be of the very best quality and description obtainable in India. The decision of the Purchasing officer, the Central Stores Purchase Committee of the university shall be final as the standard quality of goods and binding upon the bids and in case any of the articles supplied not being approved they shall be liable to be rejected and any expense or loss caused to supplier as a result of rejection of supplies, shall be entirely on contractor's account.
 - v. The rejected articles must be removed by the bid from the destination where they lie within 30 days from the date of rejection notice. The officials will take reasonable care of such materials but will not be responsible for any loss or damage that may occur to it while it is on their premises.
- 14.
- i. The material ordered will have to be supplied with in normally one month for General equipments, one month for the computer & accessories, electronic items, software, etc. from the date of placing the order to the concerned authority of Mohanlal Sukhadia University.
 - ii. The material will have to be **delivered at the Department of Botany, Mohanlal Sukhadia University, Udaipur**, Stores Premises.
 - iii. The Purchasing Officer on the request of contractor may at his discretion allow extension of time for the period which he considers proper or refuse.
 - iv. In case the supply is not made according to the order in full within the period mentioned in the order the earnest money will be forfeited.
 - v. When the Bidder is unable to complete the supply within either the specified or extended period the purchasing officer shall be entitled to purchase the goods from elsewhere without notice to the Bidder but on his (i.e. Bidder's) account and risk, the goods or any part thereof which the Bidder has failed to supply, or if not available the best and nearest available Substitute thereof or to cancel the contract and the Bidder shall be liable to pay for any loss or damage which the purchasing officer may sustain by reason or such failure on the part of Bidder. But the Bidder shall not be entitled to any gain on such purchase made against default. The recovery of such loss or damage shall be made from any sums accruing to the Bidder under this or any other contract within the university. If recovery is not possible from the bill and Bidder fails to pay the loss or damage within one month of the demand, the recovery shall be made under the Rajasthan Public Demand Recovery Act, 1952 or any other law for the time being in force.
 - vi. While making the risk purchasing the purchasing officer may exercise his own discretion and if possible resort to limited bid system issuing short term notice irrespective of the valuation of the bid. In all cases, where order is cancelled due to non-supply of goods, it will be treated as a breach of the contract and the

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purchasing officer shall take action accordingly.

Note: It is clarified that purchasing officer may resort to risk purchase without granting any extension as provided in earlier condition.

- vii. When the contractor is unable to complete the supply within the specified or extended period, the **Head, Department of Botany, Mohanlal Sukhadia University** shall be entitled to forfeit the earnest money/security money in full or any part as he may deem fit, if no risk purchase have been made as provided above.

When the earnest money/security money in full part is proposed to be forfeited, a show cause notice will be given to the contractor to show cause within 10 days for not making the supplies in time and why the earnest money/security money in full or in part set should not be forfeited.

15.

- i. The quantities for the various items in the bid are approximate and the subject to variation. The supplies will have to be made according to requirements as and when orders are placed throughout the contract period.
- ii. If order are placed in excess of the quantities shown in the bid form, the contractor will be bound to meet the required excess supply upto 50% of the bided quantity besides that notified in the bid, on the same rates and conditions. If the contractor fails to do so the purchasing officer shall be free to arrange for the balance supply by re-BID or otherwise and the extra cost incurred, shall be recoverable from the defaulting contractor. If the contractor fails to pay it within one month of the demand, the recovery shall be made under the Rajasthan Public Demand Recovery Act., 1952 or any other law for the time being in force.
- iii. If the purchases of the items approved are not made at all or purchases are made less than the quantity indicate in the bid the will not be entitled to any claim or compensation whatsoever on his account.

16.

- i. All articles supplied shall strictly confirm to the specification laid down in the bid form. The decision of the purchasing officer /central stores purchase committee whether the articles supplied confirm to the specification and are in accordance with the bid shall be final and binding on the contractor.
- ii. The contractor for the supply can be repudiated at any time by the **Head, Department of Botany** if the supplies are not made to his satisfaction after giving an opportunity to the contractor of being heard and the reason of repudiation shall be recorded by the Comptroller, Mohanlal Sukhadia University.

17. Remittance charges on payment made to the firms will be borne by the firms or the contractor.

18. Bidders are requested to send with their bids printed descriptive literature, catalogue, photo literature of the articles if any for convincing about the quality and usage of the articles but direct/indirect canvassing on the part of Bidders or their representatives

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after the submission of the bid shall disqualify their bids.

19. The **Head, Department of Botany, Mohanlal Sukhadia University** reserves the right to accept any bid not necessary to lowest, reject any bid without assigning any reason and accept any bid for all or any one or more items or the articles for which bid has been given.
20. It is made clear that bid must be submitted accurately in accordance with the condition of the bid and the necessary documents must be invariably be enclosed where demanded. In the event of non-submission of these essential documents, the bid shall not be considered and shall be treated as rejected without notice or any reference. The following documents when furnished must hold good for the entire period of the bid, failing which these will be considered as invalid documents:-

Documents to prove the capacity of the Bidder as:

manager/proprietor/partner/managing partner/director/secretary/sole distributor
/manufacture.

All documents be submitted in original or copies of the original documents can be acceptable only if these are attested by the "notary public "or Govt." gazetted officers." Self-attested or unattested copies of such documents will not be considered valid.

21. The Bidder should not quote their own conditions while submitting the bids. Any counter condition or counter proposals submitted by the Bidder will not be considered at all. If the Bidder imposes condition which are in addition to or in conflicting with the conditions mentioned herein, his bid is liable to summary rejection. The firms intending to get their counter or extra conditions accepted should not submit bid at all. In other words, the firm who agrees to the contents of all the conditions of the bid, need to submit the bid and when once the bid is submitted it will be considered that the Bidder agrees to all the terms and the conditions of the bid.
22. Legal proceedings, if any, arising out of this bid shall have to be lodged in courts situated in Udaipur and not elsewhere.
23. Bidder are expected to satisfy themselves that they will be able to supply the articles quoted by them in full in all circumstances, in case their bids are accepted. No plea that the manufacturer has either stopped the manufacturing or has increased the prices or that the items is not being imported due to certain difficulties, will be considered. The successful bidder will be bound to supply the ordered articles in all circumstances and on the approved rates only.
24. Bid must be submitted on the appropriate bid forms only which can be obtained on payment basis from the **Head, Department of Botany, Mohanlal Sukhadia University (Udaipur)** as specified in the beginning of this document. The cost of bid forms will not be returned in any case. The whole set of bid form should be submitted after quoting the prices of each items in the space provided. No items should be left blank, if the Bidder does not wish quote for some items, words: "NO QUOTATION" against such items should be mentioned. Bidder should keep one copy of the bid form, out of the two supplied to him as his office copy.

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Email: rusabotany@gmail.com ; website: www.mlsu.ac.in
Tel: 0294-2413955, 2213

25. Where a particular make or size is stated in the bid form no alternative should be suggested which will be ignored and the Bidder shall be assumed to have quoted for the items and their specification mentioned in the bid form.
26. The decision of the **Head, Department of Botany, Mohanlal Sukhadia University, (Udaipur)** in all matters to the bid will be final and binding upon the Bidders.
27. No, sooner the Bidders are informed of the acceptance of the bid then the approved bidder shall have to deposit the security money at the rate of 5% of the total value of the quality of the articles mentioned in the bid. No extra amount of security money shall be demanded from the bidder for such approved articles exceeding Rs 50,000/-.
28. The earnest money deposited at the time of submission of bid will be automatically converted into security money and if the amount of security is more than the earnest money deposited than the remaining amount of security money will have to be remitted by the contractor. Similarly if the amount of security money comes less than the earnest money deposited, then the required security money be kept and the rest may be refunded.
29. The Bidder shall on intimation of acceptance of the bid form to the **Head, Department of Botany, Mohanlal Sukhadia University, Udaipur 313001,** Rajasthan shall submit an agreement bond on non- judicial stamp of Rs 500/- or 0.25% of supply order for prompt supplies, within period specified in the letter and also deposit the amount of security money if required under above terms and condition along with the agreement bond failing which the earnest money deposited with the bid will be forfeited.
30. The provisions of **RTPP Act, 2013** and rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the bidding document with the RTPP Act, 2018 (second amendment) and Rules thereto (amended upto 25-07-2019), the later shall prevail.

SIGNATURE OF AUTHORISED SIGNATORY

RUBBER STAMP OF THE FIRM

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SPECIAL TERMS AND CONDITIONS OF BID

1. Bid should be sent to the **Head, Department of Botany**, Mohanlal Sukhadia University, Udaipur (RAJ.) 313001, under a Registered cover or by speed post etc. in a double cover envelope duly sealed and marked the item No., Item Name and bid No, Due Date so as to reach this office on or before due date and time. There must be two envelopes inside the outer single envelope containing bids submitted by the bidder.
(i) **TECHNICAL** bid must be in a sealed envelope containing all technical documents and supporting documents. Kindly put company/firms stamp on all documents. **PLEASE DO NOT ENCLOSE/QUOTE PRICE/COST WITH THE TECHNICAL BID DOCUMENTS. TECHNICAL BID WILL BE REJECTED IF THE FIRM QUOTES RATES WITH ANY TECHNICAL BID DOCUMENT. Further the EMD and tender fee must be enclosed along with technical bid.**
(ii) **FINANCIAL BID** should be in a separate sealed envelope containing financial bid form. All rates must be quoted without any corrections. Bids without all the above documents will be rejected and no further communication will be entertained by the University.
TECHNICAL BID WILL BE OPENED ON THE DAY OF OPENING OF BIDS. THE DAY & TIME FOR FINANCIAL BID WILL BE ANNOUNCED DURING THE OPENING OF TECHNICAL BIDS.
2. The inner and outer bid envelopes shall
 - i. Bear the name and address of the Bidder
 - ii. Should be addressed to the bidding authority
 - iii. Bear the specific identification of this bidding process pursuant to NIB and any additional information as specified in the bidding document
 - iv. Bear a warning not to open before the time and date for bid opening, in accordance with the NIB
3. In case the bids are not received from sufficient number of firms upto the stipulated day and time, last date for receiving and opening the bids can be extended by the University.
4. The earnest money of unsuccessful bids shall be refunded soon after final acceptance of bids.
5. The security deposit shall be refunded within one month of the completion of supply of the items as per purchase order in case it is one time purchase and two months in case the delivery is staggered. It will, however, be refunded on the expiry of guarantee/warranty period where there is condition of guarantee/ warranty. The successful Bidders shall be required to deposit an amount of security equal to 5% of the value of the order placed with them and execute an agreement with the University on a non-judicial stamp paper (Rs 500/- or 0.25% of supply order) for supply, installation, maintenance, service as per bid rules. The Security deposit shall be refunded after six months of the expiry of the agreement contract subject to its

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successful completion to the satisfaction of the purchasing officer.

6. **Forfeiture of Earnest Money:** The earnest money shall be forfeited in the following cases.
 - i. When the Bidder withdraws or modifies the offer after opening of bid/before acceptance of bids.
 - ii. When he does not execute the agreement, if any, prescribed within the specified time.
 - iii. When he fails to commence the supply of the items as per purchase order within the time prescribed.
 - iv. When the Bidder does not deposit the security money after the purchase order is issued by University.
7. **Forfeiture of security deposit:** Security deposit shall be forfeited in the following cases.
 - i. When any terms and conditions of the contract are infringed.
 - ii. When the Bidder fails to make complete supply satisfactorily.

Notice will be given to the Bidder with reasonable time before earnest money or security deposit deposited by defaulter bidder is forfeited.
8. The bid rates must be valid for a period of six months from the date of opening the financial bid. If the rates quoted are not valid for the above period, Bidder should mention the same explicitly in their offer. However, in the event of downward trend in the rate, university reserves the right to negotiate the rate or reduce the validity of the rate.
9. The **Head, Department of Botany**, Mohanlal Sukhadia University, Udaipur reserve the right to accept any bid, not necessarily the lowest, reject any bid without assigning any reason and accept any bid for all or any one or more items for which bid has been submitted.
10. In case the rates quoted by all the Bidders are very high, or do not suit to the University, negotiation can be conducted with all qualified Bidders for reducing the quoted rates.
11. The contract can be repudiated at any time by the **Head, Department of Botany, Mohanlal Sukhadia University, Udaipur** if the Purchase order is not executed in time and or to satisfaction after giving an opportunity to the contractor (bidder) for being heard.
12. The bid must be submitted accurately in accordance with the conditions of the bid and all the enclosures (duly signed and stamped) must be attached along with the bid as demanded otherwise the bid will be rejected.
13. Legal proceedings if any arising on this bid shall have to be lodged in the courts situated in Udaipur and not elsewhere.

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14. The Bidder should not quote their own (means counter) conditions while submitting the bid. Any counter conditions or counter proposals submitted by the Bidder will not be considered at all. If a Bidder imposes conditions mentioned herein his bid is liable to summarily rejection. The firms intending any conditions shall not be considered in any case.
15. **RATES MUST BE QUOTED IN THE FINANCIAL BID FORM ONLY.** Rates must be quoted against each item in the bid form. Bidder should not quote the rates like open bid type. Rates quoted at any place other than bid form will not be considered.
16. **Rate must be quoted FOR Udaipur and as per financial bid form requirement.** The firm is bound to complete custom clearance and the ordered material will have to be delivered at the purchaser's office at the **suppliers cost and arrangement.**
17. Bidders are required to mention clearly the components and rate of GST along with total cost in the bid form.
18. If the Bidders fails to deliver the goods within the period specified in the purchase order, the purchase officer shall make following deductions (or as per latest cost orders in this regard)
 - (a) Delay upto 1/4th of the time period of supply: 2.5%
 - (b) Delay 1/4th and above but less than 1/2 of supply period: 5%
 - (c) Delay 1/2 and above but less than 3/4th of the supply period: 7.5%
 - (d) Delay more than 3/4th of the time period of supply: 10%If the delay is more than 15 days from the period of supply mentioned in the order, department/purchasing officer may deduct amount after evaluating loss due to the delay.
19. If the ITEMS supplied by the Bidder fail during the warranty period, the supplier is required to repair/replace faulty devices or components. If the ITEMS show frequent failure and requires frequent repair during warranty period, the supplier is required to replace the system free of cost.
20. University will not accept any advance payment terms of the Bidder. University will prefer complete payment against satisfactory installation of the items. Purchase orders costing more than Rs 1,00,000/- will be normally countersigned by the Comptroller Mohanlal Sukhadia University, Udaipur.
21. All Bidders are required to fill the enclosed Performa for Technical and general information form and technical literatures of all item quoted. Bidders are required to show the specifications mentioned in the bid form in their technical literature sheets by marking the relevant specifications.
22. Quantities mentioned in the bid form are based on requirements received from different departments/Units. Purchase orders will be released by these departments as per their

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requirement and payment for the same will be made by the DDO's concerned. Contractor will be required to make payment performance security (5% of order value) deposit to the concerned DDO's and submit copy of all the purchase orders received by them to the **Head, Department of Botany**, M.L.S.U., Udaipur for release of security deposit and other official requirements.

**OFFERS WITHOUT MANUFACTURERS PRINTED
TECHNICAL LITERATURE OR TECHNICAL LITERATURE CERTIFIED
BY THE MANUFACTURER MAY BE REJECTED.**

- (a) ENCLOSE Product Catalog/Brochures with Detailed Technical Specifications. If the technical specifications are not provided, the offer may be rejected.
 - (b) Mention Make & Model No. of the Product in the bid form.
 - (c) The manufacturer of the lab equipments must be a reputed firm. The firm must have a good network of dealers; maintenance centers/service centers all over the country. The manufacturer must have been in the business for during last five years and the manufacturer must be ISO Certified.
 - (d) Bidder must have an authorized service centre facility, if required.
23. 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.**
24. The price should include installation charges. A test data has to be reproduced by the firm will full satisfaction at the time of installation.
25. **This is to be ensured by the firm that purchase order of the same model supplied in the Govt. organization/University/institution should be provided while submitting the bid. In case bidder fail to provide the purchase order of the same model supplied in the Govt. organization/University/institution, then bid may be cancelled on the technical ground.**

I/We hereby declare that I/We read carefully all the above mentioned SPECIAL TERMS AND CONDITIONS and General terms and conditions I/We agree to these.

Signature of the Tenderer With seal

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COMPLIANCE OF THE SPECIFICATIONS

Tender No. MLSU/BOT/RUSA 2.0/2021/R&I/NIB-O/25

Date: 8 February 2021

(The bidder must write Yes/ No against each specifications of the equipment. In case of any deviation, bidders need to mention explicitly)

S.No.	Item and specifications	Make & model	Compliance (Yes/ No)	Deviation, if any
1.	<p>Item: Incubator Shaker</p> <p>Specifications:</p> <ul style="list-style-type: none"> • Main Body: Stainless steel SUS304 (Internal), CR steel with epoxy powder coating (External), Door with Transparent double layer safety glass window • Suitable for both shaking and static shelf incubation purpose • Built in lamps • Shaking motion automatically cutoff when door opens • Fitted with spring racks to holds various containers • Arrangement for adjustable flask holders • Chamber capacity: 150-180L • Platform Dimension: 500mm (W) x500mm(D) • Temp. Range : +10°C to 60°C • Temp. Accuracy : ±.5°C at 25°C • Uniformity: ±.5°C at 25°C • Speed/stroke: 60-250rpm/20mm orbital motion • Controller: Digital PID controller with Timer, Auto tuning, Calibration Function • Speed Range: 30 to 300 rpm • Speed Accuracy: ± 1rpm • Temp. Safety: Hydraulic over temperature protection device <p>Additional Accessories :</p> <ul style="list-style-type: none"> • Spring Rack • Adjustable flask holder of different sizes like 50ml, 100 ml, 250 ml, 500ml and 1000ml • Test tube holder of different diameter like 16mm and 25mm 			
2.	<p>BOD Incubator</p> <p>Specifications</p>			

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	<ul style="list-style-type: none"> • Reliable low temperature incubator, to make Biochemical Oxygen Demand determinations and for preservation of vaccines, insulin, liver extracts, chemicals etc. • Construction : Robust Construction, Outer cabinet should be made of M.S. Sheet, duly pre treated & finished with epoxy powder coated paint for lasting finish. Inner chamber should be made of highly polished stainless steel. It should have provision for allowing wide range of shelf positions and spacings. Stainless steel trays should also be provided. Chamber should be duly insulated to minimize heat loss. Two doors may be provided. Outer door should be insulated and fitted with magnetic gasket for air tight closing for no temperature loss. Door should be provided with lock and key. Inner door should be made of unbreakable transparent acrylic glass empaneled in aluminium door frame for inspecting the specimens inside chamber, without opening the door and with minimum temperature loss. • Size: approx.15 Cu. Ft. • Temperature Control : Reliable solid state temperature controller cum indicator digital display, range from 5°C to 50°C $\pm 0.5^{\circ}\text{C}$. Hermetically sealed, high performance compressor works on Environment friendly and CFC free refrigerant and PUF insulated to lower the inside chamber temperature. Heating elements should be placed in the path of moving air duly insulated from the body. Cooling coils also lie in the air circulation path. Air should be circulated by a double shaft self-cooled blower to keep the temp. uniform throughout the inner chamber. A safety temp. thermostat should be provided, which switches off the heaters in the event of failure of the normal temp. 			
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	<p>control system to protect the specimens from excessive heat. Also fitted with a door operated lamp for illumination inside the chamber.</p> <ul style="list-style-type: none"> • Control Panel : All controls and circuitry should be housed at the top of the incubator. Separate the indicator lamps for main, heating and cooling should be fitted. Temperature setting fine and coarse knobs allow the user to set any desired temp. A Digital Voltmeter should be provided on the panel to read the incoming voltage. • Salient Feature : Switches from heating to cooling and vice versa irrespective of the ambient temperature and thus should be capable of working without any user intervention. Supplied complete with 3 shelves of Stainless Steel as per the chamber, cord and plug, to work on 220 Volts, 1 Phase, 50 Hz, AC supply. The unit should be supplied with suitable Automatic Voltage Stabilizer. It should be with microprocessor • Additional Accessories : <ul style="list-style-type: none"> -Interior illumination with 3 Nos. fluorescent tubes. -Automatic cyclic timer 0-24 hrs. regulating illumination cycle. -Arrangement for incubation carbon dioxide & air mixture. -Carbon-di-oxide Cylinder 9 Liters. <p>-Air Compressor</p>			
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Signature of the Authorized Signatory

Rubber stamp of the firm

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TECHNICAL BID FORM

S. No	Particulars	Information to be provided by the bidder
1	Name, brand name and model number of the item quoted	
2	Name of the Bidder with complete address & Telephone number	
3	Details of Earnest Money Deposit Made	
4	Registration Number & Date of establishment of the bidder firm	
5	Name and address of the Principal firm (System Vendor /Manufacturer) Attach authorized dealer certificate from principal firm	
6	Warranty Period for the Instruments Quoted (Minimum one year required)	
7	Attach Technical Manual/Specification Sheet published by the Manufacturer (it is mandatory to attach Technical Specification Sheet/Technical manual) failing which Tender will be rejected.	
8	No of years' experience in providing the supply, installation and after sales service.	
9	GST Registration Number & date.	
10	PAN number of the firm	
11	Whether the firm is black listed from any Govt. Institution undertaking on non-judicial stamp of	

SIGNATURE

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FINACIAL BID FORM
(Please submit in a sealed envelope)

Tender No. MLSU/BOT/RUSA 2.0/2021/R&I/NIB-O/25

Date: 8 February 2021

Name of Bidder:

Address:

S.No.	Item and specifications	Rate per unit including all cost (F.O.R., Udaipur) including all charges, custom duty and/or any other tax but excluding GST	Current rate of GST, if applicable (University is having DSIR certificate)
1.	<p>Item: Incubator Shaker</p> <p>Specifications:</p> <ul style="list-style-type: none"> • Main Body: Stainless steel SUS304 (Internal), CR steel with epoxy powder coating (External), Door with Transparent double layer safety glass window • Suitable for both shaking and static shelf incubation purpose • Built in lamps • Shaking motion automatically cutoff when door opens • Fitted with spring racks to holds various containers • Arrangement for adjustable flask holders • Chamber capacity: 150-180L • Platform Dimension: 500mm (W) x500mm(D) • Temp. Range : +10°C to 60°C • Temp. Accuracy : $\pm 0.5^\circ\text{C}$ at 25°C • Uniformity: $\pm 0.5^\circ\text{C}$ at 25°C • Speed/stroke: 60-250rpm/20mm orbital motion • Controller: Digital PID controller with Timer, Auto tuning, Calibration Function • Speed Range: 30 to 300 rpm • Speed Accuracy: $\pm 1\text{rpm}$ • Temp. Safety: Hydraulic over temperature protection device <p>Additional Accessories :</p>		

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	<ul style="list-style-type: none"> • Spring Rack • Adjustable flask holder of different sizes like 50ml, 100 ml, 250 ml, 500ml and 1000ml • Test tube holder of different diameter like 16mm and 25mm 		
2.	<p>BOD Incubator</p> <p>Specifications</p> <ul style="list-style-type: none"> • Reliable low temperature incubator, to make Biochemical Oxygen Demand determinations and for preservation of vaccines, insulin, liver extracts, chemicals etc. • Construction : Robust Construction, Outer cabinet should be made of M.S. Sheet, duly pre treated & finished with epoxy powder coated paint for lasting finish. Inner chamber should be made of highly polished stainless steel. It should have provision for allowing wide range of shelf positions and spacings. Stainless steel trays should also be provided. Chamber should be duly insulated to minimize heat loss. Two doors may be provided. Outer door should be insulated and fitted with magnetic gasket for air tight closing for no temperature loss. Door should be provided with lock and key. Inner door should be made of unbreakable transparent acrylic glass empaneled in aluminium door frame for inspecting the specimens inside chamber, without opening the door and with minimum temperature loss. • Size: approx.15 Cu. Ft. • Temperature Control : Reliable solid state temperature controller cum indicator digital display, range from 5°C to 50°C $\pm 0.5^\circ\text{C}$. Hermetically sealed, high performance compressor works on Environment friendly and CFC 		

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	<p>free refrigerant and PUF insulated to lower the inside chamber temperature. Heating elements should be placed in the path of moving air duly insulated from the body. Cooling coils also lie in the air circulation path. Air should be circulated by a double shaft self-cooled blower to keep the temp. uniform throughout the inner chamber. A safety temp. thermostat should be provided, which switches off the heaters in the event of failure of the normal temp. control system to protect the specimens from excessive heat. Also fitted with a door operated lamp for illumination inside the chamber.</p> <ul style="list-style-type: none"> • Control Panel : All controls and circuitry should be housed at the top of the incubator. Separate the indicator lamps for main, heating and cooling should be fitted. Temperature setting fine and coarse knobs allow the user to set any desired temp. A Digital Voltmeter should be provided on the panel to read the incoming voltage. • Salient Feature : Switches from heating to cooling and vice versa irrespective of the ambient temperature and thus should be capable of working without any user intervention. Supplied complete with 3 shelves of Stainless Steel as per the chamber, cord and plug, to work on 220 Volts, 1 Phase, 50 Hz, AC supply. The unit should be supplied with suitable Automatic Voltage Stabilizer. It should be with microprocessor • Additional Accessories : -Interior illumination with 3 Nos. fluorescent tubes. -Automatic cyclic timer 0-24 hrs. 		
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	regulating illumination cycle. -Arrangement for incubation carbon dioxide & air mixture. -Carbon-di-oxide Cylinder 9 Liters. -Air Compressor		
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Date

Signature of the Authorized Signatory
Rubber stamp of the firm

ANNEXURE A: Compliance with the code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process ;
- b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d) not misuse any information shared between the procuring Entity and the Bidders with 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 obligation, or compliance with applicable laws and regulations.

- i A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a) have controlling partners/shareholders in common; or
 - b) receive or have received any direct or indirect subsidy from any of them; or
 - c) have the same legal representative for purposes of the Bid; or
 - d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e) The Bidder participates in more than one Bid in a bidding process. Participation 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 sub-contractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, works or Services that are the subject of the Bid; or
 - g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

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ANNEXURE B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor 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 (as amended upto July 25, 2019), that:-

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

DATE:

SIGNATURE OF BIDDER

PLACE:

NAME:

DESIGNATION:

ADDRESS:

ANNEXURE C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority: The Head,
Department of Botany,
Mohanlal Sukhadia University,
Udaipur.

The designation and address of the second Appellate authority: The Comptroller,
M.L.S. Udaipur.

(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: Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceeding: Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

(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 first Appellate Authority, the Bidder or prospective bidder or the procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(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 participation 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 filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (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 Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date 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 there of relating to the matter.
- (c) After hearing the parties, perusal or 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.

ANNEXURE D: Additional Conditions of Contract

1. Correction of arithmetical 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 Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions contract.
- (ii) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensations except otherwise provided in the Condition 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 fails 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 more than one Bidder at the time of award (in case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidder in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose bid is accepted.