

# **Department of Zoology Mohanlal Sukhadia University Udiapur**

### **Tender for Purchase of different electronic items**

#### PRESCRIBED TENDER FORM

#### NOTE:

Tender must be submitted strictly in accordance to all the terms and conditions of the tender notice and tender form of the University, otherwise the tender shall not be considered and may be rejected out-right. Counter (firm's own) terms and conditions will not be accepted in any case. Bidder should read these terms and conditions very carefully and comply strictly while submitting tenders. If a bidder has any doubt regarding the interpretation of any of the terms and conditions or specifications mentioned in these documents, he/she should get them clarified from the Purchasing Officer before submitting the tender. The decision of the purchasing Officer regarding interpretation of the conditions and specifications shall be final and binding on the tenderers (bidders). The purchase will be made as per Provision of Rajasthan Transparency in Public Procurement Act 2012 (Act No.21 of 2012) Govt. of Rajasthan and provision of these act shall be applicable with regard to delay in supplies and other residue eventuates.

### The tender document consists following:

|                                | 0         |          |
|--------------------------------|-----------|----------|
|                                |           | Page No. |
| 1 Detail about tender          |           | 2        |
| 2 Deadlines and brief summary  |           | 3        |
| 3 Detail Tender Notice         |           | 4-5      |
| 4 General Terms and Conditions | of Tender | 6-14     |
| 5 Special Terms and Conditions | of Tender | 15-18    |
|                                |           |          |

Please retain one set for your record and submit one complete set duly filled in signed and stamped.

Encl. As above

(Prof. Arti Prasad) Head of the Department ILE VD Department of Zoology University Critinge of Science MIS University Udaipur

## **DETAILS ABOUT THE TENDERER:** (To be filled in by the tenderer)

| Name of Bidding Company/Firm           |  |
|--|--|
|  |  |
| Name of contact person (Authorised Bid |  |
|  |  |
| signatory)                             |  |
|  |  |
| Correspondence Address                 |  |
|  |  |
| Mobile No.                             |  |
|  |  |
| Telephone Number (Land Line) & Fax     |  |
|  |  |
| Website & E-mail Address               |  |
|  |  |
|  |  |

## DECLARATION

I/We hereby declare that I/We have read all General, Special Terms and conditions and scope of

work & specifications of the tender items of the University and I/We agree to confirm to these.

**SIGNATURE OF THE TENDERER** WITH HIS FIRM'S RUBBER STAMP The deadlines and brief summary of NIB are as follows:

| Item Name                     | No. of items | Estimated cost (in lac) | Date and time<br>of opening of<br>Technical bids |
|-------------------------------|--------------|-------------------------|--|
| 1. Split Air Conditioner (AC) | 4            | Rs. 1.00 lac            | 28/11/2017 at<br>3.00 PM                         |
| 2. Desert Collar              | 5            | Rs. 0.39 lac            |  |
| 3. Freeze                     | 3            | Rs. 0.30 lac            |  |
| 4. RO system                  | 2            | Rs. 0.20 lac            |  |
| Total                         |              | Rs. 1.89 lac            |  |

Please note: All the bids will be opened at HEAD, DEPARTMENT OF ZOOLOGY, UNIVERSITY COLLEGE OF SCIENCE, DURGA NURSERY ROAD, Mohanlal Sukhadia University, Udaipur - 313001(Raj.).

# **Department of Zoology** Mohanlal Sukhadia University MAHARANA BHUPAL CAMPUS, Udiapur 313001

## **Tender notification**

Ref. No.: Z/UCOS/MLSU/2017/449

Date 21.11.2017

Subject: Bid for the supply of electric items

Bids in a sealed envelope are invited for the following items as per specifications are given below in RUSA scheme of Department of Zoology. The sealed quotation should reach latest by 1.00 PM, 28 November, 2017 and are to be addressed to Head, Department of Zoology, University College of Science, Mohanlal Sukhadia University, Udaipur – 313001 (Rajasthan). The bid should be superscripted "Quote for supply of electric items". The quotations will be opened on 28 November, 2017 at 3.30 PM.

| S. no. | Item name                     | Specialization   | Quantity | Estimated cost (in lakhs) |
|--------|-------------------------------|--|----------|---------------------------|
| 1      | Split Air<br>Conditioner (AC) | <ul> <li>Wall mounted</li> <li>Capacity: 1.5</li> <li>Noise level (indoor): 44</li> <li>Colling: 522W</li> <li>Compressor type: rotary</li> <li>Air circulation: high</li> <li>Running current: 7.4</li> <li>Power supply (volt): 220-240</li> </ul> | 4        | 1.00                      |
|        |                               | General feathers: Timer,<br>autorestart, sleep mode, fan<br>mode, remote control, air wing   |          |                           |
| 2      | Desert Coolar                 | <ul> <li>Plastic body</li> <li>One year warranty</li> <li>ISI kit</li> <li>Auto swinging</li> <li>With Coolar stand</li> </ul>   | 5        | 0.39                      |
| 3      | Freeze                        | <ul> <li>Gross volume Capacity: 181<br/>liter</li> <li>Storage volume: 175 liter</li> <li>BEE Star Rating: 4</li> <li>Defrosting Type: Semi<br/>Automatic</li> <li>Number of Shelves: 2</li> </ul>   | 3        | 0.30                      |

| 5     | RO system | <ul> <li>Door Lock: Yes</li> <li>Temperature control mode:<br/>dial</li> <li>RO: 5 stage RO System</li> <li>Operation: Fully automatic</li> <li>Power consumption: 240 V</li> <li>Dimensions<br/>(Width/height/depth):</li> </ul> | 2        | 0.20 |
|-------|-----------|---|----------|------|
|       |           | <ul> <li>342x342x455</li> <li>Net weight: 10 kg</li> <li>Production capacity/Filtration capacity: 10 Ltr./hr (2.6 gal/hr)</li> <li>Tank capacity 9 Ltr.</li> <li>TDS rejection (%): &gt;90-96%Top of Form</li> </ul>              |          |      |
| Total |           |   | 1.89 lac |      |

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(Prof. Arti Prasad) Head of the Department IfEAD Department of Zoology University Croinge of Science MLS University Udaipur

# MOHAN LAL SUKHADIA UNIVERSITY 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 ZOOLOGY, M.L. 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 a Committee constituted by the M.L. 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 the sent **HEAD**, **DEPARTMENT OF ZOOLOGY**, **M.L. Sukhadia University**, **Udaipur 313001** (**Rajasthan**) under a registered A.D. cover or speed post etc. in a double envelope, duly sealed and marked with the item name of the bid, bid Code No., due date so as to reach him 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 ZOOLOGY**, or by **Comptroller of MLS University Udaipur**.

BIDs 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. No dealer who is not registered under the sales tax act prevalent in the state where his business is located may be eligible to bid. The sales tax registration number should be quoted and sales tax clearance certificate from the commercial/sales tax officer of the circle concerned should be submitted without which bid is liable to rejection.
- **4.** Bid will have to submit invariably an income tax clearance certificate from the income tax officer of the circle concerned along technical bid.
- 5. The bid should be filled in blue ink or typed. No bid, filled in pencil shall be considered.
- 6. (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 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 Railway station and should include all charges and taxes.Current rate of Central/Rajasthan Sales Tax, Excise duty must be mentioned in financial bid as specified.

(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 ZOOLOGY**, M.L.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 ZOOLOGY**, M.L.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.

- 7. 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.
- **8.** Bid and offers of the firm shall be valid for a period of six months from the date of opening of financial bids.
- 9. (i) Bids 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) Whether signing for the firm, i.e. per procurationem".

(d) In the case of Companies and Registered firms whether signing as Secretary,

Manager, Partner, Director, etc. and how individuals so signing are authorised to do so. A copy of the document under which such authority is given should be submitted with the bid, if a copy has not already been sent to HEAD, DEPARTMENT OF ZOOLOGY, College of Science, M.L.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 resiles 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 differentm 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 money (Bid deposit) or security deposit(s) will be forfeited by the University.
- **10.** The bid must be accompanied by an Earnest Money (bid deposit) as demanded in the NIBwithout 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:-
- (i) Deposit Receipt of the recognised banks, which should be made in the name of to HEAD, DEPARTMENT OF ZOOLOGY, M.L.Sukhadia University, Udaipur 313001 (Rajasthan).
- Bank Drafts, of any scheduled bank in the name of HEAD, DEPARTMENT OF ZOOLOGY, M.L.Sukhadia University, Udaipur 313001 (Rajasthan). (Payable at Udaipur)
- (iii) Cheque and FDR are not acceptable in any case.N.B
- (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.

- 11 Successful Bidders will have to execute an agreement in the prescribed form with the **HEAD**, **DEPARTMENT OF ZOOLOGY**, on a non-judicial stamp paper of Rs. 100/- 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.
- 12. 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.
- **13.** The successful bidder shall not assign or sublet the contract or any part thereof to any other party.
- 14. (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) RRs or GRS should be sent under a registered cover. No RR or GR will be accepted if it is sent by V.P.P or through bank.

(iii) Each bale or package shall contain a packing note quoting the acceptance order or supply order No.date and showing its contents in detail.

(iv) 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.

(v) 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. (vi) 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.

**15.** (i) The material ordered will have to be supplied with in normally six weeks 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 M.L. Sukhadia University.

(ii) The material will have to be delivered at the University Stores Premises in case of local dealers.

(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) The supply of an order marked URGENT will be started immediately and will be completed in fully by the contractor within 15 days from the date of issue of order.

(v) 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.

(vi) 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.

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 are cancelled due to non supply of goods, it will be treated as a breach of the contract and the 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 Dean, University College of Science 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.

16. (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 25% 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.

**17.** (i) All articles supplied shall strictly conform 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 ZOOLOGY**, 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 Dean, University College of Science.

**18.** Any increase in excise duty or other similar tax if imposed by the central or state government after due date of bid will be paid extra. Similarly any reduction in them after the due date will be paid less to the contractor.

- **19.** Remittance charges on payment made to the firms will be borne by the firms or the contractor.
- **20.** 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 after the submission of the bid shall disqualify their bids.
- **21.** The Dean, University College of Science 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.
- 22. 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:-

(a) Documents to prove the capacity of the Bidder as: manager/proprietor/partner/managing partner/director/secretary/ sole distributor /manufacture.

(b) Documents to prove the bid as registered with the director general of supplies &disposals, New Delhi or national small scale Industries Corporation.

(c) Sales tax & income tax clearance certificates.

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.

**23**. 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.

24. Legal proceedings, if any, arising out of this bid shall have to be lodged in courts situated in Udaipur and not elsewhere.

- **25.** The provisions of **RTPPAct**, **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, 2013 and Rules thereto, the later shall prevail.
- 26. 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.

- 27. Bid must be submitted on the appropriate bid forms only which can be obtained on payment basis from the **HEAD**, **DEPARTMENT OF ZOOLOGY**, **MLSU** (**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.
- **28.** 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.
- **29.** Separate covering letter or communication should be sent for separate category of the bids (a to c in present bid) and bids should be submitted separately for each category. Bids received in mixed with more than one category may not be considered.
- **30.** The decision of the **HEAD**, **DEPARTMENT OF ZOOLOGY**, **MLSU**, (**Udaipur**) in all matters to the bid will be final and binding upon the Bidders.
- **31.** No, sooner the Bidders are informed of the acceptance of the bid than 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/-.

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.

- **32**. The Bidder shall on intimation of acceptance of the bid form the **HEAD**, **DEPARTMENT OF ZOOLOGY**, **M.L. Sukhadia University**, **Udaipur 313001**, Rajasthan shall submit an agreement bond on non-judicial stamp of Rs.1000/- or Rs 500/- (depending Order value) 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.
- **33**. Comparison of rates of firms outside and those in Rajasthan: While tabulating the tenders of those firms which are not entitled to price preference, the element of Rajasthan Sales Tax shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax shall be included in the rates of firms outside Rajasthan. In such case if the price of any commodity being offered for sale by firms in Rajasthan is same or lower & excluding element of Rajasthan Sales Tax than the price of firm outside Rajasthan (including element of central Sales Tax), the commodity shall be purchased from the firm in Rajasthan. I/We certify that I/We have read the general terms and conditions of the bid and that I/We agree to confirm to these.

### SIGNATURE OF AUTHORISED SIGNATORY RUBBER STEMP OF THE FIRM

### MOHAN LAL SUKHADIA UNIVERSITY, UDAIPUR

### **SPECIAL TERMS AND CONDITIONS**

- 1. Bid should be sent to the **HEAD**, **DEPARTMENT OF ZOOLOGY**, M.L.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.
- The inner and outer bid envelopes shall
   i. bear the name and address of the Bidder;
   ii. should be addressed to the biding authority

iii. bear the specific identification of this bidding process pursuant to NIB and any additional information as specified in the bidding document; and

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 **HEAD**, **DEPARTMENT OF ZOOLOGY**, M.L. 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 ZOOLOGY, M.L. 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.
- 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** <u>**Rate must be quoted F.O.R destination.**</u> The Ordered material will have to be delivered at the purchaser's office/godown/store at the suppliers cost and arrangement.

- **16.** Bidder are required to mention clearly the components and rate of sales tax, excise and other taxes along with total cost in the bid form.
- 17. If the Bidders fails to deliver the goods within the period specified in the purchase order,( 21 days from the date of 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 ½ of supply period: 5%

(c) Delay  $\frac{1}{2}$  and above but less than  $\frac{3}{4}$ th of the supply period: 7.5% (d) Delay more than  $\frac{3}{4}$ th of the time period of supply: 10%

If the delay is more than 30 days from the period of supply mentioned in the order, department/purchasing officer may deduct amount after evaluating loss due to the delay.

- **18**. If the ITEMS supplied by the Bidder fails 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.
- **19.** 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 50,000/- will be normally countersigned by the Comptroller M.L.S University, Udaipur.
- **20.** Bidders are required to quote only for products/equipment for which spare parts/maintenance service etc available in Indian market for a period of at least 5 Years in case of Computers & Accessories and for 10 years for other equipment.
- **21.** Quantities mentioned in the bid form is based on requirements received from different departments/Units. Purchase orders will be released by these departments as per their requirement and payment for the same will be made by the DDO's concerned. Contractor will be required to make payment security deposit to the concerned DDO's and submit copy of all the purchase orders received by them to the DEAN, UNIVERISTY COLLEGE OF SCIENCE, 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 Computer /Accessories must be a reputed firm. The firm must have a good network of dealers, maintenance centres/service centres 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 authorised service centre facility, if required.

## Declaration

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 With seal