

CENTRAL UNIVERSITY OF RAJASTHAN

Bandarsindri – 305817 Distt. Ajmer,Rajasthan



TENDER NOTICE & DOCUMENT FOR SUPPLY AND INSTALLATION of “Laboratory Equipment” Extracellular Flux Analyzer under HEFA Grant at Central University of Rajasthan

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CENTRAL UNIVERSITY OF RAJASTHAN
(Established under the Central Universities Act 2009)
Bandarsindri – 305817, Distt.: Ajmer, Rajasthan.
Website: www.curaj.ac.in

1. Schedule of Tender:

Tender document for the supply and installation of “Laboratory Equipment” Extracellular Flux Analyzer under HEFA Grant at Central University of Rajasthan.

Sealed tenders are invited from the reputed OEM/Channel partners/authorized dealers/firms etc. for supply and installation of **Extracellular Flux Analyzer** with “Part A” as Technical Bids and “Part B” as Financial Bids. The details are as follows:

S. No	Name of the Equipment	Quantity	Amount of E.M.D (Rs)	Tender Fee
1.	Extracellular Flux Analyzer	01	4,20,000/-	Rs. 1000/- (i) if, tender documents obtained from University (ii) Tender fee Nil, if tender documents downloaded from University website/CPP Portal.

Tender Document upload (publish) date/time : 17/01/2023, up to 5.00 P.M.
Pre-Bid Meeting : 01/02/2023, 11:30 AM onwards
Last Date of Submission of Tender : 20/02/2023 up to 02.00 P.M.
Date of opening of Tender (Technical Bid) : 20/02/2023 up to 03.00 P.M.

Type of Tender: Two Bid Systems. (Rule 163 GFR 2017)

Mode of EMD and Tender fee: Bidders should send separate D.D. for Tender Fee (Non refundable) and EMD (Refundable without any Interest) in favor of Central University of Rajasthan, payable at Kishangarh/ Bandarsindri Distt. Ajmer.

NOTE:

1. Tender number, its submission date and Name of the Equipment should be mentioned on the top the Envelope of bid,
2. If the tender is not opened on the above notified date, (due to any unforeseen circumstances), then the next working day will be considered as tender opening date.
3. The bidders who fail to submit the required tender fee, (if applicable) and EMD, their bids will not be considered for opening.
4. Bidder or their authorized representatives may attend the opening of the tender.


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2. TENDER NOTICE

राजस्थान केन्द्रीय विश्वविद्यालय में प्रयोगशाला उपकरण Extracellular Flux Analyzer की आपूर्ति एवं स्थापना के लिये निविदा सूचना।

	राजस्थान केन्द्रीय विश्वविद्यालय राष्ट्रीय राजमार्ग 8, किशनगढ़ जिला अजमेर 305817 दूरभाष: 01463- 238755 वेबसाइट www.curaj.ac.in
सी0यू0आर0ए0जे0 / क्र0य / टेण्डर / 2022-23/4105	दिनांक:17.01.2023
निविदा सूचना	
<p>विश्वविद्यालय में प्रयोगशाला उपकरण Extracellular Flux Analyzer की HEFA ग्रांट के अंतर्गत आपूर्ति एवं स्थापना के लिये निर्माताओं/चैनल पार्टनर/अधिकृत विक्रेताओं/ फर्मों से मुहर बंद निविदायें आमंत्रित की जाती हैं। इच्छुक निविदाकर्ता मुहर बंद लिफाफे में पूर्ण रूप से भरी हुई निविदा (तकनीकी और वित्तीय) अधोहस्ताक्षरकर्ता के कार्यालय में दिनांक 20-02-2023 को अपराह्न 02.00 बजे तक भेज सकते हैं। प्राप्त निविदायें उसी दिन अपराह्न 3.00 बजे उपस्थिति निविदाकर्ताओं के समक्ष (यदि उपस्थिति हों) खोली जायेंगी, निविदा सूचना एवं विस्तृत जानकारी विश्वविद्यालय वेबसाइट www.curaj.ac.in एवं CPP Portal https://eprocure.gov.in पर उपलब्ध है।</p>	
कुलसचिव	

**Tender Notice for supply and installation of
Extracellular Flux Analyzer equipment under HEFA Grant at
Central University of Rajasthan**

	Central University of Rajasthan NH-8 Bandarsindri, Kishangarh, Distt-Ajmer-305817 Tel: 01463 – 238755 Website www.curaj.ac.in.
CURAJ/Purchase/Tender/2022-23/4105	Dt. 17.01.2023
TENDER NOTICE	
<p>Sealed quotations are invited from the Manufacturers, Authorized Channel Partners/ Dealers/Firms for the supply & installation of Extracellular Flux Analyzer equipment under HEFA Grant at Central University of Rajasthan. Quotations completed in all respects along with technical and price bids should reach the office of the undersigned on or before 20-02-2023 up to 02.00 P.M. Technical Bids will be opened on same day at 03.00 P.M. in the presence of available bidders, if any. For further details, please visit our website www.curaj.ac.in and CPP Portal i.e. https://eprocure.gov.in</p>	
Registrar	

3. Important Notes to the Bidder:

1. Central University of Rajasthan, Bandarsindri, invites tenders under “2 Bid system” for supply and installation of “**Extracellular Flux Analyzer** ” equipment under HEFA Grant at **Central University of Rajasthan** as per the specifications given in the “**Annexure A**”.
2. Tender document can be downloaded from the University website at URL Link: <http://www.curaj.ac.in/tenders>. or Central Public Procurement Portal (CPPP) at www.eprocure.gov.in.
3. The bidders are requested to read the tender document carefully and ensure all the compliance with instructions there in. Non-compliance of the instructions contained in this document, may disqualify the bidders from the tender process.

All offers should be written in the English and price should be written in both, figures and words. The offer should be typed or written in pen ink or ball pen. Offer in pencil will be ignored. The tenderer shall certify that the rates being quoted are not higher than those quoted for any Govt. Deptt. or Institution or GEM or any organization and that if during the years at any time, the tenderer has quoted rates lower than those quoted against this tender, the University would be given the benefit of Lower rates by the tenderer. The relevant documents should be enclosed with technical bid.

The prescribed tender documents should be submitted in one sealed envelope duly super scribed with “**Tender for Laboratory Equipment**” “**Extracellular Flux Analyzer** ” equipment under HEFA Grant at **Central University of Rajasthan** address at Bandarsindri, Ajmer (Rajasthan). This sealed envelope should contain three sealed envelopes marked A, B, & C, prescribed as under:

- a) Envelope A containing appropriate Earnest Money Deposit (EMD) in the form of Demand Draft in favor of CENTRAL UNIVERSITY OF RAJASTHAN payable at Bandarsindri, Kishangarh/Madanganj. Tender shall be rejected if the Earnest money in the form of D.D.'s is not found in proper order.
 - b) Envelop B containing the Technical Bid along with the supporting documents. (See Terms & Conditions for more details)
 - c) Envelop C containing the Financial Bid.
- The tender document should be sent to:
The Registrar
Central University of Rajasthan
N.H.-8 Road, Jaipur-Ajmer Highway,
Bandarsindri, Kishangarh, Distt. Ajmer,
Rajasthan- 305817
4. The complete tender document is to be sealed and signed by authorized official of bidder & is to be placed in the separate envelope along with the necessary required documents **in the sealed envelopes A, B & C.**
 5. Bidders are required to enclose photocopy of cheque & NEFT Bank Details with tender /quotation to enable us to making payment through on line transfer for refund of EMD.
 6. All bids must be delivered to the above office up to the date and time indicated above. Bids will be opened in the presence of Bidders' authorized representatives who choose to attend to present on the specified date and time. In the event of the specified date for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be next working day or as announced by the University in the appropriate manner.
 7. Any clarification regarding tender specification before submission of tender document can be discussed with the Officer Incharge (Purchase) 01463-238757 or through email id is oic.purchase@curaj.ac.in.
 8. Please Note that the tender document is subjected to verification with the original document, and if any discrepancy is found, the tender would be rejected. Tenders (Technical Bid) will be opened first in the presence of the attending vendors.

Registrar
CENTRAL UNIVERSITY OF RAJASTHAN
Bandarsindri, Rajasthan

4. TERMS AND CONDITIONS OF THE TENDER

1. All offers should be written in the English and price should be written in both, figures and words. The tenderer shall certify that the rates being quoted are not higher than those quoted for any Govt. Deptt. or Institution or any organization during last one year. If during the last one year at any time the tenderer has quoted rates lower than those quoted against this tender, the University would be given the benefit of Lower rates by the tenderer. The relevant documents should be enclosed with technical bid.
2. The duly constituted committee appointed by the competent authority of Central University of Rajasthan, Bandarsindri, reserves the right to select some items (in single or multiple units) and reject the others or all items mentioned in the Schedule. The same committee will also reserve the right to revise or alter the specifications before acceptance of any tender with prior notice on the University website and Central Public Procurement Portal (CPPP).
3. Incomplete bid, amendments and additions to bid after opening are liable to be ignored and rejected.
4. The Bid shall be treated as a 2 Bid System. The Technical Bid will be considered for evaluation of these bidders who's Tender Fee, (if applicable) and Earnest Money Deposit (EMD) is found in order. Financial Bid shall be opened for those bidders who have qualified in Technical Evaluation.
5. **Changes/Amendment:** At any time prior to the deadline for submission of tender, the University may amend the tender documents issuing addendum/corrigendum. The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes, if deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days receipt from the Vendor. Notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the University unless sufficiently justified by vendor and accepted by the university in a form of amendment/ modified Order issued and signed by the University.
6. **Bid Validity-** Bids should be valid for a period of 180 days from the date of opening of Technical bid.
7. **Withdrawal of bids:** No bidder will be allowed to withdraw its bid in the interval between the deadline of submission of bids and expiration of period of bid validity. Withdrawal of bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.
8. **OEM/Channel Partner/Authorized Dealer/agents of Supplier:** when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, (in its bid,) the manufacturer's authorization certificate and also manufacturer's confirmation of extending the required warranty for that product. In cases where the manufacturer has itself submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned.
9. **Agency Commission:** The amount of Agency Commission, in case of manufacturer/supplier is from the foreign country (normally not exceeding five percent) payable to the Indian Agent should not be more than what is specified in the Agency agreement (a certified copy should be submitted along with the bid) between the bidder and the Indian Agent. The Indian Agent will be required to submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement. The Purchaser or their authorized agencies and/or any other authority of the Government of India shall have rights to examine the books of the Indian Agent and defects or misrepresentations in respect of the afore indicated confirmation coming to light during such examinations will make the foreign Principal (i.e. the Contractor) and their Indian Agent liable to be banned/ suspended from having business dealings with the Purchaser, following laid down procedures for such banning/suspension of business dealings.
10. **Conflict of Interest among Bidders/Agent:** The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - a. they have controlling partner (s) in common; or
 - b. they receive or have received any direct or indirect subsidy/financial stake from any of them;or

- c. they have the same legal representative/agent for purposes of this bid; or
- d. they have 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
- e. Bidders are not allowed to participate in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.
- f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - I. The principal manufacturer directly or through one Indian agent on his behalf; and
 - II. Indian/foreign agent on behalf of only one principal.
- g. a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- h. in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.

11. Bid Security: Bid Security should remain valid for a period of 45 (Forty Five) days beyond the final bid validity period. The Bid Security can be submitted in the form of an account payee demand draft, fixed deposit receipt, or banker's cheque. The MSEs are provided tender documents free of cost and are exempted from payment of earnest money, subject to furnishing of relevant valid certificate for claiming exemption. A bidder's Bid Security will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required Performance Security within the specified period. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid Security should be refunded to the successful bidder on receipt of a performance security.

12. MSE Bidders: if Micro and Small Enterprises (MSE) participating in tender & quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20 (twenty) per cent of total tendered value. The 20 (twenty) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band. Within this 25% (Twenty Percent) quantity, a purchase preference of four per cent (that is, 25 (twenty) per cent out of 25 (twenty) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE. MSEs would be treated as owned by SC/ ST entrepreneurs:

- a) In case of proprietary MSE, proprietor(s) shall be SC /ST
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit
- c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.

13. Public Procurement (Preference to Make in India), Order 2017

As per Public Procurement (Preference to Make in India), revised Order 2017 the 'Class-I local supplier' will get preference over non local suppliers', as defined under the Order,

- I. **Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

- II. **Local content'** means the amount of value added in India which shall, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- III. **Purchase Preference:** Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- a) If L1 bidder is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1 bidder. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly.
- b) In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods or works, which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- I. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- II. If L1 bidder is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- III. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price; the contract may be awarded to the L1 bidder.
- d) "Class-II local supplier" will not get purchase preference in any procurement undertaken by procuring entities.
- e) **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
- f) **Exemption of small purchases:** procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order.
- g) **Verification of local content:**
- a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) False declarations will be in breach of the Code of Integrity under Rule 175 (1) (i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

d) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

14. Restrictions for bidders from countries sharing land border in India

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint Venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means.
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country: or
 - d. An entity whose *beneficial/ owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

iv. The *beneficial owner* for the purpose of (iii) above will be asunder:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

- 15. Performance Security:** On receipt of notification of award from the University, the successful Bidder within 14 days shall furnish the performance security at 3% of the cost of the material ordered in the form of DD/FDR in favor of The Central University of Rajasthan or in the form of Bank Guarantee issued/confirmed from any of commercial bank in India in an acceptable form. Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier, including warranty obligations. The Performance Security will be forfeited and credited to the University account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. Failure of the successful bidder to submit the performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the University may make the award to the next lowest evaluated bidder on same rate or call for new bids.
- 16. Prices and Taxes:** Prices quoted should be firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to, in writing by both parties. The vendor agrees that any price reduction made with respect to Material covered by this order subsequent to placement will be applied to the order.
- I. **Elements of Price:** Where the price has several components such as the price of the goods, cost of installation and commissioning, operators' training, and so on, bidders should furnish a cost break-up indicating the applicable prices and taxes for each of such components along with the overall price.
- II. **Currency:** domestic tenderers are to quote and accept their payment in Indian currency; Indian agents of foreign suppliers are to receive their agency commission in Indian currency; costs of imported goods, which are directly imported against the contract, may be quoted in foreign currency (currencies) and will be paid accordingly in that currency; and the portion of the allied work and services, which are to be undertaken in India (like installation and commissioning of equipment) are to be quoted and paid in Indian currency.
- Prices should be FOR –Central University of Rajasthan and for imported equipment supplier will be responsible for custom clearance and forwarding the same up to university campus. Custom Duty will be reimbursed on actual basis, after submission of the evidence in original. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth shall be inclusive of applicable taxes until and unless specified in the schedule. University is having GST Notification no. 45/2017-Central Tax (Rate) dated 14-11-2017 & Notification No. 47/2017-Integrated Tax (Rate) dated 14-11-2017 for availing concision. This University is also registered with DSIR vide TU/V/RG-CDE(1115)/2018 dated 12-10-2018 for availing concessional Custom Duty. **However, rate should be quoted as per latest applicability of above notifications/certificates.**
- 17. Price Fall Clause:-** If at any time prior to delivery of the equipment/stores, the bidder/supplier reduces the sale price of such equipment stores as covered under this tender enquiry, to any organization (including Central/State/Deemed university) at price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this tender for the equipment/stores being supplied after the date of coming into force of such reduction, the price of equipment/stores shall stand corresponding reduced.
- 18. Terms of Payment:**
- a. **Terms of payments for Domestic Goods:** 80% of the total payment shall be released on submission of proof of delivery of complete equipment/stores (stores/consignee receipt), inspection report and on certification of satisfactory installation of the equipment at the consignee's premises and after "ensuring verification of the Performance Security". Balance 20% of the payment shall be released upon successful Test run of the equipment at least for a month and after ensuring that already furnished Performance Security is valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder / supplier including comprehensive maintenance warranty obligations.
- b. **Documents for Payments of Domestic Goods:**
- Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
 - Packing list;

- iii. Insurance certificate, if applicable;
- iv. Railway receipt/consignment note;
- v. Manufacturer's guarantee/warranty certificate;
- vi. Inspection and installation certificate duly signed by the service engineer and university official; and
- vii. Any other document(s) as and if required in terms of the contract.
- viii. Copy of cancelled check/NEFT detail for making online payment.

c. Terms of payments for Imported Goods:

- I. An irrevocable letter of credit (L/C) for 100% of the value of the imported equipment/stores (excluding the value of the Indigenous / Indian equipment / stores, if any) shall be established on submission of the acknowledgement of the order by the successful bidder stating the country of origin and port of shipment, submission of Performance Security @ 3% of the Purchase Order value, four copies of the Performa invoice and confirmed Letter of Credit (LC) opening details.

It shall be the responsibility of the bidder to ensure that all the requisite documents are provided to the purchaser including the Performance Security in original for appropriate denomination and period on priority basis, so as to ensure opening of LC on time.

Out of this, 80% of the value of the imported equipment/stores will be paid against inspection certificate (where applicable) and shipping documents to the Principal through L/C. Balance 20% will be released within 30 days after due certification by the Purchaser/Institute for successful commissioning of the equipment at the premises and also, after ensuring that the furnished Performance Security is valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder/supplier including comprehensive maintenance warranty obligations.

OR

- II. 100% via wire transfer or foreign DD after successful commissioning of the equipment at the premises and also, after ensuring that the furnished Performance Security is valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder/supplier including comprehensive maintenance warranty obligations.

d. Documents for Payments of Imported Goods: Documents, which the supplier is to furnish while claiming payment, are specified in the Letter of Credit, but usually are:

- i. Supplier's original invoice giving full details of the goods including quantity, value, and so on;
- ii. Packing list;
- iii. Certificate of country of origin of the goods to be given by the seller or a recognized chamber of commerce or another agency designated by the local Government for this purpose;
- iv. Manufacturer's test certificate and guarantee;
- v. Certificate of insurance;
- vi. Bill of lading/airway bill/rail receipt or any other dispatch document, issued by a Government agency (like the Department of Posts) or an agency duly authorized by the concerned Ministry/Department, indicating:
 - a) Name of the vessel/carrier;
 - b) Bill of lading/airway bill;
 - c) Port of loading;
 - d) Date of shipment;
 - e) Port of discharge and expected date of arrival of goods; and any other document(s) as and if required in terms of the contract.

- 19. Insurance:** Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract. If considered necessary, insurance may cover “all risks” including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the Procuring Entity for receiving the goods at the destination. Where delivery of imported goods is required by the purchaser on CIF/CIP basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser beneficiary. Where delivery is on FOB/FAS basis, marine/air insurance shall be the responsibility of the purchaser.
- 20. E-Payments:** Bidders are required to enclose photocopy of cheque & NEFT Bank Details with tender /quotation to enable purchaser to making payment through on line transfer.
- 21. Deduction of Income Tax, Service Tax and so on, at source from payment to suppliers:** This will be done as per existing law in force during the currency of the contract.
- 22. Refund from Supplier:** if the supplier, after claiming and receiving reimbursements for GST, excise duty, custom duty, and so on, from the purchaser, applies to the concerned authorities for refunds, on genuine grounds, of certain portions of such duties and taxes paid by it and receives the allowable refunds. Such refunds contain the purchaser’s share also (out of the payments already made by the purchaser to that supplier) should be refunded to the University.
- 23. Delivery Period:** The equipment should the delivered to Central University of Rajasthan and within a time period of 6 months from the date of LC opening and complete installation within 30 days after date of arrival. In case of indigenous purchase, supply should be made within 30 days & installation be completed within next 15 days. If any material is not delivered by the date specified therein, the University reserves the right, without liability, to cancel the order for undelivered material not yet shipped or tendered, and to purchase the same from another vendor and to charge the defaulting Vendor for any loss incurred in this transaction. Any provisions thereof for delivery by installment shall not be construed as obligatory unless agreed upon by both the parties. The University shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in the order unless arrangements for such early delivery have been confirmed with the receiving party.
- If the vendor is unable to complete performance at the time specified for delivery, by reason of strikes, labour disputes, riot, war, fire or other causes beyond the Vendor’s reasonable control, the university at its option, may elect to take delivery of material and to pay such proportion of the contract price as deemed reasonable by the university.
- 24. Rescheduling:** The University may without liability at least seven days prior to the scheduled delivery date appearing on the order, defer delivery on any or every item under said order by giving oral notice to the Vendor (confirmed in writing within seven working days) of any necessary rescheduling.
- 25. Shipping, Packaging and Labeling:** All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practices and where incorporated, the University's packaging specification. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit, including the final destination. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. It is the sole responsibility of the vendor to provide/replace the item/goods, if it is lost or broken during the shipping or transportation due to whatever may be the reason. Vendor is responsible to ensure, by contacting the University, that the shipping has been properly done i.e., all the items/goods have properly reached the University.
- 26. Inspection and Acceptance:** Material procured from vendor shall be inspected and tested by the University or its designee at vendors cost. If deemed necessary by the University, the Vendor shall

provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Material covered by this agreement shall be made available to the University during the performance of the order.

- a. If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the Vendor:
 - i. rescind the purchase/supply order as to such non-conforming Material;
 - ii. accept such material at an equitable reduction in price;
 - iii. reject such non-conforming material and require the delivery of suitable replacements
- b. If the vendor fails to deliver suitable replacements promptly, the university, with notice of seven business days, may replace or correct such material and charge the vendor the additional cost occasioned thereby, or terminate this order for default.
- c. No inspection (including source inspection) test, approval (including design approval) or acceptance of material shall relieve the Vendor from responsibility for defects or other failures to meet the requirements of this order. Rights granted to the University in this article entitled INSPECTION is in addition to any other rights or remedies provided elsewhere in this order or in Law.

27. Invoicing / Payments / Set-Offs: After completion of supply against the purchase order, the Vendor shall send duplicate invoices including item number to the University's concern Department. Payment of invoice shall not constitute acceptance of Material ordered and shall be subject to appropriate adjustment, if the Vendor failed to meet the requirements of this agreement. The University shall have right at any time to set-off any amounts due to the Vendor, (or any of its associated or affiliated companies) against any amounts owed by the university with respect to this agreement.

28. Selection of the Bidder: For the purpose of selection of the bidder, a two-stage bidding process will be followed. The response to the tender should be submitted in two parts viz. Technical Bid & Commercial Bid.

- a. **Technical Bid:** Technical bid should contain information regarding the company/firm registration details, Authorization letter, Clientele list (List of Users), Performance certificate from clients, self-declaration for not black listed, business turnover, experience and other details of the firm to judge the suitability of the bidder. Bidder must ensure the following conditions while going for the bidding:
 - I. SPECIFICATIONS: Specifications are basic essence of the product/contract. It must be ensured that the offers must be strictly as per our specifications mentioned at **Annexure-A** at technical specification section. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected /supported by the printed technical leaflet/literature. Therefore the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation.
 - II. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.
 - III. OEM should be internationally/Nationally reputed Branded Company.
 - IV. Copy of mandatory test reports, national testing/reliability and endurance test reports etc., certified or conducted at the manufacturing site, granted by the bureaus/quality control departments/national testing laboratories.
 - V. A write up on service and maintenance capability, mitigation of risks or breakdown and replacement capability, with the escalation support matrix suggested for the University. Vendors must indicate their sales and support service center in India and their plan to address issues about services, maintaining minimum service inventory etc.
 - VI. Signed & Stamped compliance sheet of the technical specification of the offered equipment with technical printed literature must be enclosed with the technical bid in the prescribed format.
 - VII. Clientele list (List of the institutes/organizations, where the similar order has been executed during the last three years) and work done list. Supporting documents (couple of orders

without any alteration/modification, copies of installation report and performance certificate) must be enclosed. Past Performance of the Vendors will be judged at the time of Technical Evaluation.

- VIII. Average Annual turnover of the bidder, for the last three successive years should be **four times** of the approximate cost of the equipment duly certified by the Chartered Accountants.
- IX. Self-attested photocopy of annual turnover, IT clearance Certificate, Audited Balance Sheet, etc. for last three years.
- X. The bidder/OEM self-declaration stating that he/she is not banned/debarred or black listed by any Central/State Govt. of India/PSU/Organizations/Institutes in India or abroad in prescribed format.
- XI. DD for Tender Fee & EMD amount as applicable.
- XII. University reserves the right to carry out a technical inspection and performance evaluation (benchmarking) of the offers, made by shortlisted vendors. The shortlisted vendors may be asked to come and give out presentation / demonstration.
- b. Short listing of Bidder:** University will shortlist bidders, who found technically qualifying and the financial bid of only these bidders will be opened. University reserves the right to decide whether the items being quoted are as per the requirement of the University and are of standard/leading brands in the market. University reserves the right to decide which offer best suits the requirement of the university. Further, after opening financial bids of the short listed bidders, if there is a discrepancy between word and figure, the amount indicated in words will prevail.
- c. Price Bid/ Financial Bid:** Financial bid should contain price of the material required to be supplied as per Price Schedule **Annexure-B** as supplied by the University along with tender form, duly filled and signed by the authorized person.

Note: - Cost of CMC for 4th to 6th year will also be considered for evaluation of total cost/price of the equipment for deciding the lowest responsive bidder.

29. Installation and Commissioning: Free of cost at University. The OEM must ensure timely installation of the complete unit with necessary support to the purchasers, as per details and lists to be made available to the Stores Section or the purchasing Departments/Centre/Schools.

30. Conditional Offer will not be accepted.

31. Rejection of Bids:

- a. If bidders give wrong information in their bid, University reserves the right to reject such bids at any stage and forfeit the Earnest Money Deposit / Performance Bank Guarantee and cancel the order, if awarded.
- b. If the technical offer contains any price information the offer will be summarily rejected.
- c. Canvassing in any form in connection with the tender is strictly prohibited and the bids submitted by the bidder who resort to canvassing are liable for rejection.
- d. Unsigned tenders/bids, unattested corrections and over writing by bidders are also liable for rejection.
- e. Bids submitted without supporting documents as mentioned or required to submit with bids are liable to be rejected.
- f. The Tenderers must confirm in their bid acceptance in full of the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render /liable the Quotation for rejection.

32. Liquidated damages for delayed supply: If vendor fails to deliver any of or all products or does not perform the services within the period specified in the contract, the University reserves the right to, without prejudice to its other remedies under the contract, deduct from the bill, a sum equivalent to 1% of the price of undelivered stores at the agreed price for each week to maximum limit of 10% of the value of stores so undelivered. Once maximum is reached, the second party (if curaj) may consider termination of contract.

33. Assignment / Subcontracting /sublet: The Vendor shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted /sublet any obligations or work hereunder without the prior written consent of the University.

34. Cancellations of tender: The University reserves Right to Accept any Bid and to Reject any Or all Bids: The Purchaser also reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

The University may cancel agreement entered with vendor in whole or in part, for no cause, upon written, FAX, or telex notice to the Vendor, effective when sent, provided such notice is sent ten (10) days prior to the delivery date, specified on the face of this order, in the event that the vendor:

- a. fails to comply with any term or condition of this order including, but not limited to, delivery terms; or
- b. appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or
- c. files a voluntary petition in bankruptcy; or
- d. has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or
- e. voluntarily ceases trading; or
- f. merges with or is acquired by a third party; or
- g. Assigns any of its rights or obligations under the Order to a third party without the university's prior written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the university may have in Law or in Equity, the university may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the university such work in progress or completed material as may be requested by the university. The University shall have no liability to the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the university prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to the university.

35. Warranty:-

- a. Three year comprehensive onsite warranty & as mentioned in the technical specification section with the statement of availability of spares, Hardware, Consumables, Electronic Boards etc. for at least 10 years from the date of the installation of equipment, against any manufacturing defects and also give the warranty declaration that everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship, transportation hazards, and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specifications. During the warranty period, replacement of any part of equipment's or rectification of defects of works will be free of cost.
- b. Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the bidders need to supply all the goods in the specified form to the satisfaction / specifications specified in the order / contract and demonstrate at their own cost. The payments shall be made only after receiving the material in the required specifications and quality to the satisfaction of the University authorities.
- c. Downtime: During warranty period not more than 5% downtime will be permissible. For downtime exceeding penalty equivalent to 0.50% of the F.O.R. value of the equipment for every week or part thereof may be imposed. Downtime will be counted from the date and time of the filing of complaints within the business hours of the tenderer.
- d. The Vendor shall warrants that any Material supplied hereunder shall conform to the generally recognized manufacturing and safety standards of the Vendor's industry or as per Indian Standard Institution (ISI) or similar standard. The Vendor's specifications on performance as detailed in the Vendor's brochures, sales literature and other specifications as may be available to the university.
- e. Vendor should provide insurance up to the delivery point (on-site and not up to the nearest international airport) and until the time of installation.
- f. Vendor shall provide at least one preventive maintenance service per year during the warranty period.

- g.** In addition to any other express or implied warranties, the Vendor warrants that the material furnished pursuant to this order will be
- (i)** Free from defects in design except to the extent that such items comply with detailed designs provided by the university; of merchantable quality and suitable for the purposes, if any, which are stated in the tender/quotation.
 - (ii)** This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this order and such warranties shall be extended to the employees, students, and users of the material. Nothing herein, however, shall limit the University's rights in law or equity for damages resulting from delivery of defective goods or damage caused during the delivery of goods or provision of services.
 - (iii)** Rights granted to the University in this article entitled WARRANTIES are in addition to any other rights or remedies provided elsewhere in this order or in Law.
- 36. Consumables/spares:** All hardware & software including drivers, device interface cards/network adaptor card must be pre-installed & pre-configured in the computer /equipment provided. Licensed version of system software should be provided in CD (with up-gradable version). if such system is also a part of supply.
- Manual - Hard copies of instruction/operation/service manuals should be supplied. List of important Consumable/ Spares and parts having sufficient shelf life for trouble free operation of three years should also be provided.
- 37. Training/installation:**
- a. Installation testing: suppliers of the instrument must provide free installation, commissioning and testing of the equipment in the laboratory of the Central University of Rajasthan & training is to be provided as mentioned in technical specifications section.
- 38. A.M.C.:** A separate annual maintenance contract will be executed after completion of the warranty period. Hence, bidders must quote price of AMC for next three year (year wise) after the expiry of warranty period. **While evaluating the offers, the cost component towards maintenance of the goods for specified number of years (i.e. three year) may also be added in the evaluated tender value on overall basis to decide the inter se ranking of the responsive tenderers.** On execution of the A.M.C. contract, performance security will be returned to the first party.
- 39. Patent Indemnity:** The Vendor shall have to indemnify, hold harmless and defend the University, its employees, and students with respect to all claims, suits, actions and proceedings of actual or alleged infringements of any Letter, Patent, Registered or Industrial Design, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Material delivered hereunder and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the University's) associated herewith. The university reserves the right to be represented in any such action by its own counsel at its own expense.
- 40. Compliance with Laws:** After acceptance of tender, successful bidder shall have to comply with the requirements of all the existing laws. The Vendor shall also have to comply with the Fair Labour Standards Act and the Occupational Safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the Vendor's performance hereunder. The Vendor will have to indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University, by reason of the Vendor's failure to comply with any laws, ordinance, regulations and codes.
- 41. Law of the Contract:** The agreement entered with vendor shall be governed by and interpreted in accordance with the laws in existence and the Jurisdiction of Rajasthan.
- 42. Site preparation:** The supplier shall inform the University about the site preparation, if any, needed for installation, immediately after receipt of the supply order. Suppliers must provide complete details regarding space and all infrastructural requirements needed for the equipment, which University should arrange before the arrival of equipment to ensure its early installation and smooth operation thereafter. The supplier may offer his advice and render assistance to University in the preparation of the site and other pre-installation requirements.
- 43. One-time shifting and re-installation:** Instrument may need shifting and reinstallation. If needed one-time shifting and re-installation is to be done free of cost.

- 44.** The **OEM (Original Equipment Manufacturer)** should be an ISO-9000 or ISO-14001 certified company with due credits to energy conservation and green earth compliance. While the above procedures lay down the overall guidelines, Central University of Rajasthan reserves the right to select the vendor based on other parameters, at its discretion.
- 45. Delivery and Opening of Tender:** All tender documents should be sent through courier, speed post, registered post or by person. Telegraphic / fax offer will not be considered and ignored straightway. All tender documents received after the specified date and time shall not be considered. The completed tender should be delivered at the Inward Section of the Administrative building of the Central University of Rajasthan, Bandarsindri, Ajmer, Rajasthan-305817.
The Technical Bid will be opened on **20-02-2023 (at 03.00 P.M.)**

I/We have read all the enclosed Terms and Conditions carefully and ready to accept and according to that I/We are submitting herewith the tender.

Seal & Signature of Vendor

5. TECHNICAL SPECIFICATIONS SECTION

Technical Specifications: The tenderer shall meet the respective minimum technical specifications for the item that is being bid for. Any additional features or specifications in excess of these minimum specifications will be appreciated. A set of desired additional features are mentioned along with the minimum technical specifications, wherever appropriate.

I / We the undersigned am / are ready to supply & install the following instruments along with all other accessories complete as mentioned below with accepting the terms and conditions which are enclosed with this order form and quote for the same

The technical specifications for the Instrument are being placed under this tender have been detailed in the “**Annexure A**”. This will also include all the components of the particular instrument / equipment that are being tendered for.

S. No.	Instrument/Equipment	Quantity
1.	Extracellular Flux Analyzer	01

Specifications of Extracellular Flux Analyzer.

1- Extracellular Flux Analyzer measure the oxygen consumption rate (OCR) and extracellular acidification rate (ECAR) of live cells in a 24-well plate format. OCR and ECAR rates are key indicators of mitochondrial respiration and glycolysis as well as ATP production rate, and together these measurements provide a systems-level view of cellular metabolic function in cultured cells and *ex-vivo* samples.

Features:

- 24-well microplate format provides the capacity for larger and/or more metabolically active samples.
- Reports real-time metabolic rates in minutes, without sample extraction or labelling.
- Four-port injection system with automated mixing function, for detection of live-cell responses to substrates, inhibitors, and other compounds in real time.
- High sensitivity to analyze as few as 10,000 cells per well in the custom 24-well plate.
- Precision-controlled heating tray, maintains temperatures at 16–42°C (12–20°C above ambient conditions), for compatibility with a variety of samples.
- Analyze 3D samples such as zebrafish and islets.
- Quickly determine dependency of cellular energy production on mitochondrial substrates.
- Wave software allows easy creation of assay protocols and data analysis on your desktop PC and export to common spreadsheet and graphing programs.

Manpower:- A qualified technician should be deputed by the vendor for the period of three months from the date of successful installation.

Training will be free of cost.

Warranty-**

- Three Year Onsite Comprehensive Warranty.
- Post warranty: Comprehensive Maintenance Contract (CMC) for another three year should be quoted separately including third party items. In case, vendor provides the warranty, the principal should certify (authenticate) the CMC/extended warranty. Appropriate documents must be attached along with the bid, in this regard.
- Bidder/supplier needs to quote separate rate for four years Annual Maintenance Contract (AMC) after expiring of three year CMC i.e. for 7th, 8th, 9th & 10th year.

****Note:- Cost of CMC for 4th to 6th year will also be considered for evaluation of total cost/price of the equipment for deciding the lowest responsive bidder.**

(7) TENDER FORM
(Techno Financial UN priced Bid)

Tender No.....

To

The _____

Dear Sir,

1. I/We hereby offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 180 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.
2. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
3. A crossed Bank Draft in favour of the Registrar, Central University of Rajasthan for Rs. (Rupees.....only) as Earnest Money is enclosed. The Draft is drawn onBank payable at Bandarsindri/Madanganj/Kishangarh.
4. The following have been added to form part of this tender.
 - a) Details of items quoted for, as per instructions provided in the schedule of requirement.
 - b) Schedule of requirements, quoting the make only duly signed and stamped (without indicating price)
 - c) Copy of PAN.
 - d) Copy of last audited balance sheet.
 - e) Copy of Valid Central/State sales tax/GST registration certificate.
 - f) Proof of manufacturing Unit.
 - g) Statement of deviations from financial terms & conditions, if any.
 - h) Manufacturer's Authorization Certificate on their letter pad.
 - i) Technical Specifications Compliance statement along with original Brochure / literature.
 - j) Any other enclosure. (Please give details)
5. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
6. Certified that the bidder is:
 - a) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

OR
 - b) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

OR
 - c) A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).

7. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.

Yours faithfully,

(Signature of bidder)

Dated this day of _____

Address...

.....

.....

Telephone:_____

FAX_____

E-mail_____

Seal of Bidder Organization

(8) Tender Form (Priced Bid) Part B

To _____
The _____

Ref: Tender No , Dated

Sir,

Having examined the bidding documents and having submitted the techno Financial un-priced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of price.

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges net F.O.R University. We enclose herewith the complete Financial Bid as required by you. This includes:

- i. Price Schedule as per schedule of requirement.
- ii. Statement of deviations from financial terms and conditions.

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/ constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of _____
Details of enclosures

Signature of Bidder
Full Address:
Fax No.
E-mail:

Seal of Bidder Organization

(9)Price Schedule

E.M.D. _____

D.D. Details _____

Bank Name _____

Date _____

Item No.	Item Name	Basic Price	Taxes and duties (if any) with rate & details	Delivery charges Other charges (if any)	Total Price F.O.R.at Central University of Rajasthan. All inclusive
1					
2					
3					
4					
5					

Total No. of Item(s) quoted _____

Seal and Signature of the bidder

Separate rate for Comprehensive onsite Maintenance (for 4th to 6th year, after expiring of 3 years warranty period).

S. No.	Details	Rate of CMC (For 4 th year)	Rate of CMC (For 5 th year)	Rate of CMC (For 6 th year)

Separate rate for Annual Maintenance Contract (for 7th to 10th year, (i.e. after expiring of CMC period).

S. No.	Details	Rate of AMC (For 7 th year)	Rate of AMC (For 8 th year)	Rate of AMC (For 9 th year)	Rate of AMC (For 10 th year)

Seal and Signature of the bidder

(10) FORMAT OF PERFORMANCE BANK GUARANTEE

This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, authorized by RBI to issue a Bank Guarantee.

This bank guarantee should be furnished on stamp paper of Rs. 100/-

The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

In the case of foreign bidder the B.G may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Nationalized / Scheduled Bank in India authorized by Reserve Bank of India.

WHEREASM/s, having its registered office at hereinafter called the Distributor in India for

.....,herein after called "The supplier" for the supply of, in consideration of the Central University of Rajasthan, Department of, School ofCentral University of Rajasthan, , Kishangarh (hereinafter called "CURAJ") P.O. No. CURAJ / Dated. Placed an order for the due fulfillment by the said supplier of the terms and conditions in the purchase order, on production of a Bank Guarantee for Rs..... (Rupees..... Only). We Bank, (Rein after referred to as "the Bank") at the request of supplier do hereby undertake to pay to the CURAJ an amount on exceeding to Rs..... (Rupees..... only).

2. WeBank do hereby undertake to pay CURAJ, the amounts due and payable under this guarantee without any demur, merely on a demand from CURAJ stating that the amount claimed is required to meet the recoveries due or likely to be due from the said supplier. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding to Rs.....(Rupees only)

3. We undertake to pay to the CURAJ any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid and discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.

4. We theBank further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the CURAJ under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Registrar on behalf of the CURAJ certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said and accordingly discharges this guarantee.

5. We, the Bank further agreed that the CURAJ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Purchase Order or to extend the time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the CURAJ against the said supplier and to forbear or enforce any of the Terms and Conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of the CURAJ or any indulgence by the CURAJ to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the supplier.

7. We, the Bank lastly undertakes not to revoke this guarantee except with the previous consent of the CURAJ in writing.

8. This guarantee shall be valid up to unless extended on demand by CURAJ. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs...../- (Rupees only).

Notwithstanding anything contained herein

1. Our liability under this bank guarantee shall not exceed Rs...../- (Rupees

..... Only)

2. Bank guarantee shall be valid up to

3. We are liable to pay the guaranteed amount or part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before

Dated:

Signature & Seal of the Bank

Note: The above format contains specific clauses and expressions. These clauses and expressions can vary depending upon the nature / type of agreement and situation. Basic aspect to be kept in mind is that interest of CURAJ is fully protected.

(11) FORMAT FOR MANUFACTURER'S AUTHORIZATION LETTER TO AGENT

(On letter head)

Ref. No.

Date:

To
The Registrar,
Central University of Rajasthan,
Bandarsindri, Distt. Ajmer,
Rajasthan - 305817

Sub. : Tender for Supply & Installation of Laboratory Equipment

Dear Sir,

We, _____, who are established and reputed manufacturers of _____, having factory _____ at _____, hereby _____ authorize M/s. _____ (name & address of Indian distributor / agent) to bid, negotiate and conclude the order with you for the goods manufactured by us.

We shall remain responsible for the tender/ Agreement negotiated by M/s _____, jointly and severally.

An agency commission of _____ % included in the FOB price is payable to M/s _____. We hereby extend our full guarantee and warranty as per the terms and conditions of tender for the goods offered for supply against this invitation for bid by the above supplier.

1. _____

2. _____

(Specify in detail manufacturer's responsibilities)

The services to be rendered by M/s. _____ are as under:

1) _____

2) _____

(Specify the services to be rendered by the distributor / agent)

In case duties of the Indian agent/distributor are changed or agent/ distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent/ distributor.

Yours faithfully,

[Name & Signature] for and on behalf of M/s. _____ [Name of manufacturer]

(12) DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

I / We _____ Manufacture / Partner(s)/ Authorized Distributor /agent of M/S. _____ hereby declare that the firm/company namely M/s. _____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We _____ Manufacture / Partner(s)/ Authorized Distributor / agent of M/s. _____ hereby declare that the Firm / company namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender / contract will be rejected / cancelled by the Central University of Rajasthan, and EMD / SD shall be forfeited.

In addition to the above, Central University of Rajasthan, will not be responsible to pay the bills for any completed / partially completed work.

Signature with Seal

Name _____

Address _____

Attested:

(Public Notary / Executive Magistrate)

(13) CERTIFICATE OF GUARANTEE/WARRANTY

I/We certify that the guarantee/warranty shall be for a period of 60 months (as applicable) starting from the date of satisfactory installation, commissioning and handing over of the equipment and of the works conducted therewith covered under the Supply order in working order. During the guarantee/warranty period, I/we shall provide free “after sale service” and the replacement of any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above guarantee / warranty shall begin only from the date of satisfactory and faultless functioning of the equipment for 30 days at University premises. The benefit of change in dates of the guarantee / warranty period shall be in the interest of the user/your organization.

During the warranty period, we shall provide at least 02 preventive maintenance visits per year.

Uptime Guarantee: During the guarantee/warranty period, we will be responsible to maintain the equipment in good working conditions for a period 347 days (i.e. 95% uptime) in a block of 365 days.

- All complaints will be attended by us within 2 working days of receipt of the complaint in our office.
- In case there is delay of more than 2 days in attending to a complaint from our side then you can count the number of days in excess of the permissible response time in the downtime. The above said response time of 2 days for attending to a complaint by us will not be counted in the downtime.
- Penalty: We shall pay a penalty equivalent to 0.50% of the FOB value of the equipment for every week or part thereof delay in rectifying the defect.

Note: The right to accept the reason(s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of University.

We certify that the equipment being/quoted is the latest model and that spares for the equipment will be available for a period of at least 10 years and we also guarantee that we will keep the organization informed of any update of the equipment over a period of 10 years.

We guarantee that in case we fail to carry out the maintenance within the stipulated period, University reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs/maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of Performance Bank Guarantee, the same shall be recoverable from us with/without interest in accordance with the circumstances.

We shall try to repair the equipment at University premises itself. However, the equipment will be taken to our site on our own expenses in case it is not possible to repair the same at University premises. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the University after repair. Any loss of equipment or its accessories under its charge on account of theft, fire or any other reasons shall be at our sole risk and responsibility which will be compensated to University for such losses.

We undertake to perform calibration after every major repair/breakdown/taking the equipment for repair out of University premises.

In case of extended guarantee/Warranty, we undertake to carry out annual calibration of the equipment.

We guarantee that we will supply spare parts if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.

We guarantee to the effect that before going out of production of spare parts, we will give adequate advance notice to you so that you may undertake to procure the balance of the life time requirements of spare parts.

We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.

Signature of Bidder

(Name)

Seal of Bidder Organization

(14) Technical specifications compliance Sheet

1. The technical compliance bid must be in this sheet only, otherwise it should be assumed that bidder is not able to offer technically desired product. Information provided elsewhere or in different form will not be considered.
2. All the columns of this sheet should be filled in compulsorily by the bidder, merely asking the office to refer catalogue or brochure will not be entertained.
3. The bidder shall assume full responsibility of the information provided in this sheet. Any false statement should render the breach of basic foundation of the tender.

Name of Equipment / Instrument:

Compliance Check list/ Table

S. No.	Technical specification	Features available in equipment write (yes/No)	Any deviation from specification	Corresponding page no. and S. No./ Para no. of datasheet catalogue/ brochure in support of specification (As provided with technical Bid)
	Technical Specification as per Tender document			
1				
2				
3				
4				
5				
6				
7				

(15) Check list for Terms and Conditions:

To be filled by the bidder and submitted along with the Technical Bid.

S. No.	Technical Information	Page No.	Remarks
1.	Tender Fee, if applicable		
2.	EMD		
3.	Company/ Firm registration details		
4.	Authorization Certificate		
5.	Average Annual turnover of the bidder, for the last three successive years should be four times of the approximate cost of the equipment duly certified by the Chartered Accountants.		
6.	Experience		
7.	Income tax return (Last Three Years)		
8.	Audited balance sheet (Last Three Years)		
9.	Original Technical Catalogue of the quoted model and same should be available on the website		
10.	Compliance Statement with relation to the technical specification as mentioned in the bidding document duly supported by the original catalogue.		
11.	Self-declaration for not black listed		
12.	Clientele list (list of users) of quoted model of the items, attach couple of orders without any alteration/modification		
13.	Performance certificate of the same supplied machine (of quoted make and Model) from clients		
14.	Warranty & extended technical support certificate		
15.	Acceptance of all terms / conditions towards after sales / services as mentioned in the bidding document.		
16.	Certificate, to the effect that the bidder is not supplying the quoted item(s) to any other Govt. / Pvt. Organizations / Institutions at the rate lower than the rate quoted against this tender.		
17.	Certificate for 'Class-I local supplier' and 'Class-II local supplier'		
18.	Certificate for verification of local content		
19.	Integrity Pact		

INTEGRITY PACT

This INTEGRITY PACT is made and executed at.....on this day of.....20....

BY AND BETWEEN

THE PRESIDENT OF INDIA acting through Registrar (insert name & designation of the officer) of Central University of Rajasthan, Bandarsindri, Kishangarh-305817, Ajmer. (hereinafter referred to as "The Buyer" which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the First Part;

AND

M/s A company incorporated under the Companies Act,.....through its representative/authorized signatory (insert name & designation of the officer) vide resolution dated passed by the Board of Directors, having its office at (hereinafter referred to as "The Bidder/Contractor which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the Second Part.

PREAMBLE

The Buyer intends to award under laid down organizational procedures, contract/s for..... The Buyer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Buyer

- (1.) The Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Buyer, personally or through family members, will in connection with tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Buyer will during the tender process treat all Bidder(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder{s} confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Buyer will exclude from the process all known prejudiced persons.
- (2.) If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

- (1.) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to the others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Buyer, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page no. 6).
 - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intend to make to agents, brokers or any other intermediaries in the connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2.) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

Signature & Seal of Registrar
Central University of Rajasthan

Signature & Seal of Bidder
Name
Address

End of Tender Document