



CENTRAL UNIVERSITY OF RAJASTHAN
(Established by an Act of Parliament, the Central Universities Act 2009)
NH-8 Bandarsindri Distt. Ajmer
(Notice Inviting Rate Contract Proposals)

Dated:-17-10-2016

Sealed rate contract (RC) proposals are invited for the purchase & supply of Various Gases, Gas Cylinders & Regulators for laboratory as mentioned in Annexure-I from original manufacturers firms or authorized dealers.

- | | |
|---|-----------------------------|
| 1. Cost of Tender | Rs. 1000/- (non-refundable) |
| 2. Last Date of submitting proposal form | 02-11-2016 up to 2.00 p.m. |
| 3. Amount of E.M.D | Rs. 20,000/- |
| 4. Demand Draft should be in favour of "Central University of Rajasthan" payable at Kishangarh. | |

Mode of EMD and Tender Fee:

Party should make separate D.D. for Tender fee and EMD.

Important Note for the party:

Proposals should be sealed and signed and must contain the requisite EMD tender form fee along with the necessary documents/certificates. The proposal(s) should be sent to:

**The Central University of Rajasthan
NH-8 Bandarsindri, Kishangarh
Distt. Ajmer-305817 (Rajasthan).**

Please mention the category of the item(s) i.e. Various Gases, gas cylinders and regulators for laboratory on the top of the sealed envelope of the proposal.

Please note that the proposal document is subject to verification with the original document, and if any discrepancy is found, the proposal for the rate contract would be rejected. The proposal will be opened before the committee in presence of the attending Bidders on **02-11-2016 at 3.00 p.m.**

The University reserves the right to reject any or all proposals, without assigning any reason thereof.

**Registrar
CENTRAL UNIVERSITY OF RAJASTHAN
NH-8 Bandarsindri Kishangarh
Distt. Ajmer**

CENTRAL UNIVERSITY OF RAJASTHAN

(Established by an Act of Parliament, the Central Universities Act 2009)
NH-8 Bandarsindri Distt. Ajmer 305817 (Rajasthan)

PROPOSAL FORM

- 1. Proposal form submitted for
- 2. Name and Address of Party
-
-

3. Details of demand draft sent

Category of payment	D.D. No.	Bank Name	Amount(Rs.)	Date
Tender Fee				
EMD				

- 4. We are accepting all the terms and conditions as mentioned in proposal documents and we have signed unto our full satisfaction.
- 5. The quoted rate list of is duly signed and sealed is enclosed.
- 6. The supplies as per orders will be made withindays.
- 7. **Rates given in tender must be valid up to one year from the date of approval letter and the period can be extended by the acceptance of both.**
- 8. We are enclosing herewith the following documents as desired by you: sale tax registration certificate, manufacturing license/ Authorized dealer certificate on the original letter pad of manufacturer.

Dated.....

(Signature with Stamp of Party)

CENTRAL UNIVERSITY OF RAJASTHAN
(Established by an Act of Parliament, the Central Universities Act 2009)
NH-8 Bandarsindri, Kishangarh, Distt. Ajmer 305801(Rajasthan)

**MAIN GUIDELINES/ POINTS WHICH ARE TO BE KEPT IN MIND WHILE
SUBMITTING THE PROPOSAL**

1. Copy of VAT Registration certificate, Registration certificate of the firm, copy of PAN and declaration certificate of manufacturer or Authorized dealer & certificate of competent authority should be enclosed along with the Proposal.
2. All the terms and conditions are to be accepted by the firm and any counter conditions if any imposed, will not be considered.
3. The proposal should be submitted only by those firms who are manufacturers/ Authorized dealers of the products quoted. Certified copy on the original letter pad of the manufacturer for authorized dealer or registration certificate for manufacturer's proposal should be accompanied with the proposal.
4. Payment will be made as per university rules.
5. A price charging certificate should also be furnished to the effect that the rates offered are reasonable and justified.
6. The quoted rate list should be submitted duly signed and sealed.
7. The successful party will be bound to execute supply at the approved rate for full period of contract.
8. Party must quote rates for both services a) ex-work shop premises and b) F.O.R. at ex-university campus.
9. In case if supplied gas cylinders are not utilized for three supplied months, the gas quantity should remain intact and would not reduce in quantity due to Leakage, otherwise supplier has to bear the loss.
10. The earnest money Rs. **20,000** /- & Tender fee of Rs. 1000/- to be deposited with the proposal form through demand draft in the favour of Registrar, Central University of Rajasthan payable at Kishangarh.
11. Financial Bid/ rate will be evaluated for only those bidders, who are otherwise found technically eligible as per University evaluation criteria.

I/we have read all guideline carefully as mentioned above and agree to abide by these conditions also.

Dated:.....

**(Signature with name and
Address stamp of Party)**

Central University of Rajasthan
Terms and Conditions of the RC Proposal

1) **Price / Taxes:**

Prices stated in this RC proposal should be F.O.R. Central University of Rajasthan, Bandarsindri NH-8, Distt. Ajmer Campus & Ex- work shop price both 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. Prices set forth shall be inclusive of applicable sales, excise, value-added or similar taxes, packing forwarding and delivery charges until and unless specified in the schedule.

The price must be quoted including all accessories required for installation of instruments

2) **Acknowledgement and Acceptance of agreement:**

This agreement constitutes an offer from the university and is expressly limited to the Terms and Conditions contained herein. The Terms and Conditions of the agreement are those that apply to the purchase of materials, items, products, components or services (hereinafter referred to as "Material"). All exhibits, attachments, technical specifications, drawings, notes, instructions, or information referred in the agreement are incorporated herein by reference.

3) **The Vendor as an Independent Contractor:**

The Vendor shall perform the obligations of this order as an independent contractor and under no circumstances shall it be considered an agent or employee of the university. The terms and conditions of this order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Vendor expressly waives any and all rights which may or may not exist to claim any relief under the university's comprehensive insurance policy, worker's compensation or unemployment benefits.

4) **Delivery:**

At Central University of Rajasthan, NH-8 Bandarsindri Distt. Ajmer and within stipulated period mentioned in Purchase Order from the date of receipt of purchase order. 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 r vendor and to charge the defaulting Vendor for any loss incurred in this transaction. Any provisions thereof for delivery by instalment 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 in its unfinished state and to pay such proportion of the contract price as it deemed reasonable.

5) **Reproduction of Documentation:**

The University shall have the right at no additional charge to use or incorporate all or portions of material found in the Vendor's literature and/or reproduce the Vendor's applicable literature such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature. The Vendor agrees to advise the University of any Updated Information relative to the foregoing literature and documentation with timely written notice.

6) **Rescheduling:**

The University may without liability at least fourteen (14) days prior to the scheduled delivery date appearing on the Purchase Order, defer delivery on any or every item under said order by giving oral notice to the Vendor (confirmed in writing within ten (10) working days) of any necessary rescheduling.

7) **Supply of gases:**

The gases hereunder must be supplied to ensure its safe delivery in accordance with good commercial practice and where incorporated, the University's packaging specification. Supplier must be ready to supply gases without requiring minimum amount of order.

THE UNIVERSITY WILL NOT BEAR THE LOSS UNDER ANY CIRCUMSTANCES DUE TO DAMAGE/BREAKAGE OF ARTICLES IN THE TRANSIT. THE COST OF THE DAMAGE/BROKEN ARTICLES WOULD BE DEDUCTED FROM THE BILL.

8) **Changes / Amendments:**

The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes it 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 from receipt by the Vendor of 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 a vendor and accepted by the university in a form of amendment/ revised Order issued and signed by the University.

9) **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.

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

- (a) Rescind the purchase/supply order as to such non-conforming Material;
- (b) Accept such material at an equitable reduction in price;
- (c) Reject such non-conforming material and require the delivery of

suitable replacements.

- (d) 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.

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.

10) Invoicing / Payments / Set-Offs:

After each completion of supply/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 fails 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.

11) Term of payment:

- i) 100% payment after Delivery of the gases and certification by the concerned department within 1 month of receiving the consignment by the university.
- ii) Earnest Money Deposit credited along with proposal shall be converted into performance security deposit. The amount of security deposit shall be released after expiry of the contract.
- iii) The earnest money of unsuccessful parties shall be return soon after final acceptance of proposal(s).
- iv) Payment to be made to the first party will subject to the deduction of taxes applicable at source at the rate in force from time to time.

12) Selection of the party:

For the purpose of selection of the party, following documents should be attached with RC proposal.

- a. Authorization Certificate of dealership from the manufacturer firm/company
- b. Registration Certificate of the firm, copy of PAN, copy of VAT and Sales Tax Registration Certificate.
- c. Custom list and work done list.
- d. Separate DD for EMD amount and Tender fee amount.
- e. The form of the "Terms and Conditions" should be duly filled and signed by authorized person.

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.

- 13) **Delivery and Opening of RC Proposal:**
The completed proposal should be delivered at the

**Central University of Rajasthan,
NH-8, Bandarsindri, Kishangarh,
Distt. Ajmer-305817(Rajasthan)**

on or **before 02nd November,2016 up to 2.00 p.m.** RC proposal will be opened
on **02nd November, 2016 at 3.00 P.M.**

- 14) **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 second party shall, without prejudice to its other remedies under the contract, deduct from the bill, a sum equivalent to 0.5% of the price of undelivered stores at the agreed price for each week to maximum limit of 5% of the value of stores so undelivered. Once maximum is reached, the second party may consider termination of contract.

- 15) **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.

- 16) **Cancellations:**

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 at least fourteen (14) days prior to the delivery date specified on the face of this order.

The University may cancel order in whole or in part at any time for cause by written, FAX, or e-mail notice to the Vendor, effective when sent, 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 advance 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.

17) Forfeiture of EMD:

- i. When party fails to commence the supply of the gases & standards as per the supply order within the time prescribed.
- ii. When party does not execute the agreement, if any prescribed within the specific time.

18) 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.

19) 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.

20) Compliance with Laws:

After acceptance of RC proposals, successful parties 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.

21) RC proposal received late, incomplete tenders and tenders not in conformity with our prescribed specifications, terms and conditions will be rejected. Central University of Rajasthan will not be responsible for postal delay, non-receipt / non-delivery of RC Proposal documents or loss of documents in transit.

22) 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 Ajmer.

23) All the articles supplied shall strictly confirm to the specifications, Trademark lay down in the proposal form and wherever articles have been required according to ISI specifications, those articles should confirm strictly to those specifications and should bear such marks.

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.

Date:

(Signature of Party with seal and full address)

List of Gases:

S. No.	Name of Gases	Purity Grade		
1	Nitrogen	99.999%	99.9995%	99.9998%
2	Liquid Nitrogen	99.99%	99.9999%	N.A.
3	Argon	99.999%	99.9995%	99.9998%
4	Helium	99.999%	99.9995%	99.9998%
5	CO2	Commercial	Medical	Research
6	Ammonia	99.999%	99.9%	98.0%
7	Hydrogen	99.999%	99.9995%	99.9998%
8	Methane	99.99%	99.997%	99.9998%
9	Calibration Gas Mixtures	Binary mix or multi gas mixture as per the requirements with desired purity and quantity.		
10	Zero Air	99.999%	99.9995%	99.9998%
11	Carbon Mono Oxide	99.999%	N.A.	99.998%
12	Mis Gas 1: 90% Nitrogen+ 10% CO2	99.9998%	N.A.	99.9998%
13	Mix Gas 2: 90% Nitrogen + 10% Hydrogen	99.9998%	N.A.	99.999%
14	Mix Gas 3: 95% Nitrogen + 5% CO2	99.9998%	N.A.	99.99%
15	Mix Gas 4: 90% Nitrogen + 5% CO2 + 5% Hydrogen	99.9998%	N.A.	99.99%
16	Oxygen	99.9998%	N.A.	99.99%
17	Ammonia	99.9998%	N.A.	99.99%
18	SO2 Calibration Cylinders (46 ppmSO2 + Balance N2)	99.9998%	N.A.	99.99%
19	NOx Calibration Cylinders (43 ppm NO +10 ppm NO2 + Balance N2)	99.9998%	N.A.	99.99%
20	HC Calibration Cylinder (CH4 104 ppm + Propane 59 ppm + Balance N2)	99.9998%	N.A.	99.99%
21	CO Calibration Cylinder (519 ppm + Balance N2)	99.9998%		99.99%

Gas Cylinder:

Details:

- Cylinders for all types of gases
- Working Pressure 150 Bar,
- PESO Certificate required with all cylinders
- Complete fitted with valve

List of Gas Cylinders

S. NO.	Type of Cylinder
1.	Type-A New (Aluminum) Cap- 5 liter
2.	Type-B New (Aluminum) Cap-10 liter
3.	Type-B New (Carbon Steel) Cap- 10 liter
4.	Type-D New (Carbon Steel) Cap-47 liter

Cylinder Value for Gas Cylinder.

Brass Standard Value

List of Gas Cylinder Regulators

Gas Regulators must be from branded Company. Gas regulators must be leak proof and indicates correct pressure & are smooth in operation.

1. **Double stage regulators with good quality gauges in complete Brass body with S.S. Diaphragms.**
2. **Double stage regulators with good quality gauges in complete S.S. body with S.S. Diaphragms.**
3. **Input gauge pressure 0 to 280 bar.**
4. **Output gauge pressure 0-16 bar.**

Note:-

1. Rates must be quoted for both purity of gases and rates must be separately quoted for F.O.R. destination & Ex-workshop Prices.
2. Rates must be quoted for all types of Cylinders & regulator separately.
3. Validity: - 1 year from the date of opening of tender.
4. Rates must be quoted in suitable capacity of gases (m³, water capacity or in Kg)

We have gone through the above terms and conditions and agree to abide by them.

(Signature of Party with seal and full address)