

CENTRAL UNIVERSITY OF RAJASTHAN
(Established by an Act of Parliament, the Central Universities Act 2009)
Bandarsindri, – 305817, Distt.: Ajmer, Rajasthan.

(Notice Inviting Tender)

Sealed tenders are invited from original equipment manufacturers or their authorized Indian agents in two parts, “Part A” (Technical Bid) and “Part B” (Commercial/Financial Bid) with the following Details:

S. No.	Name of Equipment	Amount of E.M.D. (Rs.)
1.	Atomic Absorption Spectrophotometer	18,000 /-

Cost of Tender Form: Rs. 1,000 /- (Non – refundable)

Last Date & Time of submitting Tender Form: 12-04-2016 upto 15.00 hrs.

Mode of EMD and Tender fee: Tenders should make separate D.D. (one or more than one D.D.) for each Tender fee and EMD and send it with below supporting.

Important Notes to the Bidder:

1. Central University of Rajasthan, Bandarsindri, invites tenders under two-bids system for supply, erection, installation and commissioning of various equipment's at the School of Life Sciences, Central University of Rajasthan as per specifications given in the Annexure. Tender document can be downloaded from the University website at URL Link: <http://www.curaj.ac.in/tenders.html>.
2. The bidders are requested to read the tender document carefully and ensure all the compliance with instructions herein. Non-compliance of the instructions contained in this document may disqualify the bidders from the tender exercise.
3. 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 DGS & D 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 to the University. The relevant documents should be enclosed with technical bid.
4. The prescribed tender documents should be submitted in one sealed envelope duly superscribed with “Instrument & Laboratory Equipments for the School of Life Sciences

at Central University of Rajasthan at Bandarsindri, Ajmer (Rajasthan)". This sealed envelope should contain 3 sealed envelopes marked A, B, & C as prescribed as under:

- a) Envelope A containing tender form fee of Rs. 1000/- and the appropriate Earnest Money, both in the form of Demand Draft in favour of CENTRAL UNIVERSITY OF RAJASTHAN payable at Bandarsindri. Tender shall be rejected if the tender form fee and Earnest money D.D.'s are not found in proper order.
 - b) Envelope B containing the Technical Bid along with the supporting documents. (See Terms & Conditions for more details)
 - c) Envelope C containing the Financial Bid. (See Terms & Conditions for more details)
5. The complete tender document is to be signed with seal & is to be placed in the separate envelope along with the necessary required documents.
 6. The duly constituted committee appointed by the competent authority of Central University of Rajasthan, Bandarsindri, reserves the right to select certain items (in single or multiple units) and reject the others or all 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.
 7. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored, and rejected.
 8. The Bid shall be treated as a 2 Bid System. The Technical Bid shall be opened for applicants whose earnest money is found in order. Financial Bid shall be opened for those bidders who have qualified in Technical Evaluation.
 9. Interested Bidders may obtain further information from the office of the Stores & Purchase officer, Central University of Rajasthan, India.
 10. All the pages of the tender document should be submitted altogether. Tenders shall be submitted in 2 different parts (in a sealed envelope). Part A containing DD for tender fee, Earnest money & Technical Bid document and Part B should contain Commercial/ Finance bid. The two separately sealed and duly super scribed envelope shall then be sealed separately in another envelope which shall be duly superscribed with name of the equipment, due date & time as mentioned above. The tender document should be sent to:

Dr. Chandra Sekhar Gahan
Department of Microbiology
Central University of Rajasthan,
N.H.-8 Road, Jaipur-Ajmer Highway,
Bandarsindri, Kishangarh, Distt. Ajmer,
Rajasthan, Pin-Code- 305817

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 on the specified date and time. In the event of the date specified 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.

Any clarification regarding tender before submission of tender document can be discussed with Dr. Chandra Sekhar Gahan, Dept. of Microbiology-7727805067 or Joint Registrar (F) 01463-238591

Please Note that the tender document is subjected to verification with the original tender 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

CENTRAL UNIVERSITY OF RAJASTHAN

(To Be Filled By the Vendor/ Bidder)

1. Nature of the Equipment/Instrument:

2. Name of the Vendor:

3. Full Address of the Vendor:

4. Telephone/ Mobile No.

5. Fax. No. (If any)

6. Details of the D.D.

a. For **Tender Fee(Non Refundable)** : D.D. No._____ dated
_____ drawn from the bank_____

b. for **E.M.D Amount (Refundable)**: D.D. No._____ dated
_____ drawn from the bank_____

Seal and Signature of the bidder/Vendor

Central University of Rajasthan

TERMS AND CONDITIONS OF THE TENDER

1) Price / Taxes:

Prices stated in this tender are 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. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth shall be inclusive of applicable taxes viz sales, value-added or similar taxes until and unless specified in the schedule. This University is registered with DSIR vide No.TU/V/RG-CDE(1115)/2013 dated 24th October 2013 & is exempted for paying excise & Custom Duty.

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 :

The equipments should be delivered to Central University of Rajasthan and within a time period of 60 days from the date of LC opening and complete installation within 30 days after date of arrival on or 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 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 and to pay such proportion of the contract price as deemed reasonable by the university.

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 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.

7) Shipping, Packaging and Labelling :

- All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practice 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/good 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.

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 vendor and accepted by the university in a form of amendment/ Change 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 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.

11) Terms of Payment and Conditions:

(A) For Indigenous/Indian equipments/stores on DDP Destination basis:-

80% of the total payment shall be released on submission of proof of delivery of complete equipments/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" @ 5% of the Purchase Order value.

Balance 20% of the payment shall be released upon successful commissioning of the equipment and on production of the documents showing takeover of the equipment by the consignee, 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) For Imported Equipments/ Stores:-

For Foreign/Principal suppliers of equipments/stores:-

For payment made through Letter of Credit (L/C)

An irrevocable letter of credit (L/C) for 100% of the value of the imported equipment's/stores (excluding the value of the Indigenous / Indian equipments / 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 @ 5% of the Purchase Order value, four copies of the Proforma 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 equipments/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 equipments 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.

Price Fall Clause:-

If at any time prior to delivery of the equipments/stores, the bidder/supplier reduces the sale price of such equipments 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 equipments/stores being supplied after the date of coming into force of such reduction, the price of equipments/stores shall stand corresponding reduced.

12) 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 & must be submitted in separate sealed envelopes.

(a) Technical Bid:

Technical bid should contain information regarding the business turnover, experience and other details of the firm to judge the suitability of the bidder. Bidder must be proving the following documents:

- a) Detailed firm & company details, copy of registrations must be enclosed
- b) Signed & Stamped compliance sheet of the technical specification of the offered equipment with technical printed literature must be enclosed with the technical bid.
- c) Authorization letter from manufacturer in case of dealer/s for the said equipment enclosed with technical bid in prescribed format (Annexure - XIV)
- d) 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) must be enclosed

- e) Performance Certificates from clients
- f) Self-attached photocopy of annual turnover, IT clearance Certificate, Audited Balance Sheet, etc.
- g) 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 (Annexure - XV)
- h) DD/ for EMD amount
- i) Tender form fee in case of website version.
- j) The form of the “Terms and Conditions” should be duly filled and signed by authorized person.

It is only when the information about the company in technical bid is found satisfactory; the commercial part will be opened.

(b) Price Bid:

- a) Commercial bid should contain price of the material required to be supplied as per Price Schedule "A" as supplied by the University along with the Tender form, duly filled and signed by the authorized person.
- b) All costs should be given in figures and words. All the Govt. levies like sales tax, octroi, CD, and educational cess, service tax etc., if any, should be clearly and separately mentioned for each item or component. However, all taxes will be paid at actual rates applicable at the time of delivery.
- c) The rates quoted should be applicable to educational institutions and any cost advantage received in lieu thereof should be passed on to the University.
- d) Prices shall not be subject to escalation of any nature
- e) Prices should be FOR – Central University of Rajasthan and supplier will be responsible for custom clearance for forwarding the same up to university campus. Custom Duty, Custom clearance charges & local freight will be reimbursed on actual basis, after submission of the evidence in original. Bidder should note that this University is registered with DSIR vide No.TU/V/RG-CDE(1115)/2013 dated 24th October 2013 & is exempted for paying excise & Custom Duty.

Vendors should clearly mark on the both sealed envelopes “**Tender For Instrument & Laboratory Equipments** (Central University of Rajasthan) and “**Commercial / Technical Bid**” on the respective envelope at left corner.

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 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 on or before

Date: 12-04-2016 upto 15.00 hrs.

The Technical Bid will be opened on 12-04-2016 at 16.00 hrs.

14) Performance Security :

On receipt of notification of award from the University, the successful Bidder shall furnish the performance security at 5% of the cost of the material ordered in the form of DD in favor of The Central University of Rajasthan or in the form of Bank Guarantee or in another form acceptable to the University. Failure of the successful bidder 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 or call for new bids.

15) 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) Incomplete bids are liable to be rejected.
- c) If the technical offer contains any price information the offer will be summarily rejected.
- d) 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.
- e) Unsigned tenders/bids, unattested corrections and over writing by bidders are also liable for rejection.
- f) The schedule for accepting the tenders shall be strictly followed- late tenders shall not be accepted.
- g) Bids submitted without supporting documents as mentioned or required to submit with bids are liable to be rejected.
- h) 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 the quotation liable for rejection.
- i) Each page of the tender document including all annexure duly stamped and signed by the bidder must be submitted along with the tender bid and tender should be page numbered.

16) 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 5% of the value of stores so undelivered. Once maximum is reached, the second party may consider termination of contract.

17) 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.

18) 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 ten (10) 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.

19) Warranty :

- a) One year onsite comprehensive warranty with the statement of availability of spares for at least 5 years from the date of the installation of Goods against any manufacturing defects and also give the warranty declaration (Annexure – XVI) 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) After the warranty period is over, the instrument maintenance charges, terms and conditions for Annual Maintenance Contract (AMC) / Comprehensive Maintenance Contract (CMC) up to five years should be stated. The AMC / CMC charges will be included in computing the total cost of the equipment. It may be noted that the AMC / CMC charges shall be considered along with the cost of equipment for the financial evaluation of the bids.

- c) 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.
 - d) Downtime: During warranty period not more than 5% downtime will be permissible. For downtime exceeding penalty equivalent to 0.50% of the F.O.B 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.
 - e) The Vendor warrants that any Material supplied hereunder shall conform to the generally recognized manufacturing and safety standards of the Vendor's industry 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.
 - f) 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) If any material covered by agreement is found not to be as warranted, the University may, by written notice to the Vendor:
 - (a) Reject such defective 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.
 - (c) Any items corrected or furnished in replacement are subject to all the provisions of this article entitled WARRANTIES to the same extent as items initially furnished or originally ordered.
 - (d) Free maintenance and service during warranty.
 - (e) Regular upgrades to all software during the entire warranty period.
 - (f) Vendor should provide a certificate that they will provide the spares in future at least for ten years.
 - (g) 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.
- 20)** 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.
- 21)** 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.
- 22) Consumables/spares:** All hardware & software including drivers, device interface cards/network adaptor card must be pre-installed & pre configured in the computer

provided.

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.

23) Shifting & Reinstallation: If required manufacturer has to take all the responsibilities for shifting and reinstallation of the equipment from the temporary building to permanent building. This responsibility has to be given in writing by the manufacturer. All terms and conditions remain same at permanent site. Also, the performance of the instrument should be reproducible after shifting. Vendor should also provide a list of instrument where the vendor has done re-installation of such equipments in the past. It should be quoted separately.

24) Training/installation:

- a) Installation testing: suppliers of the instrument must provide free installation, commissioning and testing of the equipment in the laboratory at the current temporary site and thereafter at permanent site.
- b) Comprehensive training of faculty & staff after installation should be provided, wherever deemed appropriate and an update in every six months (3-4 days) for the first two years and every year (1 week) for the next three years.
- c) On-site training to the graduate students after installation.

25) 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.

26) Indemnity :

The Vendor will indemnify, defend and hold the University, its and students harmless from any loss, expense, claim or damage including reasonable defence costs, arising from any claim or action based on any acts or omissions of the Vendor, its employees, servants, agents or subcontractors. The University reserves the right to be represented in any such action by its own counsel at its own expense.

27) A.M.C.:

A separate annual maintenance contract will be executed after completion of the warranty period. On execution of the A.M.C. contract, performance security will be returned to the first party.

28) 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.

29) Tenders 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 tender documents or loss of documents in transit.

30) 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, Rajasthan.

31) **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.

32) Rate quoted by vendor should be valid for at least six months from the date of receipt of quotation.

33) As far as possible, quotations should be given for goods of Indian manufacturer and foreign goods quoted and proposed to be supplied should be covered by normal input quota of the dealer. This University is exempted from payment of custom duty/excise duty. Certificate of the same will be provided by the University, if needed.

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

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 instrument 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 all the Instrument are being placed under this tender have been detailed in the following Annexure (one annexure for each Instrument / Equipment; this will also include all the components of a particular instrument / equipment that are being bid for).

ITEMS

1. Atomic Absorption Spectrophotometer (AAS)

QUANTITY: 1

SPECIFICATIONS

- The Atomic Absorption Spectrometer should be true optically double beam with atomizers having capability to using flame mode operation.
- Fast Sequential capability using hollow cathode lamps in the flame mode of operation for analyzing the elements (as mounted in the lamp holder) in a sample in a single aspiration.
- Hollow cathode Lamps for the elements such as Fe, Cu, Ni, and Zn (Individual lamp for each element or combined elements for one lamp, which ever applicable)
- D₂ Background correction
- Voltage stabilizer
- USB port for data collection from the Instrument
- Air Compressor with regulators fitting to the equipment fulfilling its requirement.
- Automated system for flame alignment
- Air Acetylene Burner and Nitrous acetylene Burner
- Gas cylinders such as Acetylene cylinder and Nitrous oxide cylinder together with their regulators for respective cylinders and ducting.
- Fume hood or exhaust with ducting from lab to outside.
- Window based Software for the spectra
- Modes of operation should include Absorbance, Emission and Concentration
- The instrument should have a good quality of Monochromator
- Wavelength range: 185 – 900 nm.
- Wavelength Accuracy: ± 0.5 nm
- Good quality Nebulizer
- Good range PMT Detector
- Flash arrestor regulator and 100 mm burner
- Automatic Gas control

Supplier should submit the compliance in tabular form along with the justification if not comply the specs.

Training & Installation at our site should be done free of cost.

FORMAT FOR MANUFACTURER'S AUTHORISATION LETTER TO AGENT
(On letter head)

Ref. No. Date:

To

The Registrar,
Central University of Rajasthan,
Bandarsindri, Distt. Ajmer,
Rajasthan - 305801

Sub. : Tender for Supply & Installation of Instrument.

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 above 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]

**DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING
PART IN TENDER.**

(To be executed & Attested by Public Notary / Executive Magistrate on Rs.50/- non judicial Stamp paper by the bidder)

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 Registrar, 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.

Name _____

Address _____

Attested:

(Public Notary / Executive Magistrate)

CERTIFICATE OF GUARANTEE/WARRANTY

I/We certify that the guarantee/warranty shall be for a period of 12 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 60 days at University premises. The benefit of change in dates of the guarantee / warranty period shall be in the interest of the use/your organization.

During the warranty period, we shall provide at least 4 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. 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

CENTRAL UNIVERSITY OF RAJASTHAN

TENDER FORM

(Techno Commercial 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 90 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 favor of the Registrar, Central University of Rajasthan for Rs. (Rupees.....only) as Earnest Money is enclosed. The Draft is drawn onBank payable at Bandarsindri.
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) Sales Tax clearance certificate.
 - d) Copy of last audited balance sheet.
 - e) Copy of Valid Central/State sales tax 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 Boucher / 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 invariably 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 _____

Company seal

Central University of Rajasthan

**Tender Form
(Priced Bid)**

To

The _____

Ref: Tender No Dated-----

Sir,

Having examined the bidding documents and having submitted the techno commercial unpriced 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 requirement.

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:
COMPANY SEAL

Price Schedule "A"

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					

Total No. of Item(s) quoted _____

Seal and Signature of the bidder

Checklist for Bid/Tender Submission

The following check-list must be filled in and submitted with the bid document:

Pre-qualification Bid

1. Was the bid document issued to you?
Yes/No
2. Have you attached the techno commercial unpriced bid form duly filled in appropriately
Yes/No
3. Have you attached a copy of the last audited balance sheet of your firm?
Yes/No
4. Have you attached the details of the income tax clearance certificate, proof of manufacturing unit/ dealership letter/general order suppliers and copy of Central/State sales tax registration certificate? Yes/No
5. Have you attached the copies of relevant work orders (without any alteration) from Govt. Deptt/PSUs and Central Autonomous Bodies? Yes/No
EMD: Have you submitted EMD asked for? Yes/No
6. Have you submitted samples of all items indicated in the respective Schedule of requirements?
Yes/No
7. Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial unpriced bid?
Yes/No
8. Have you submitted the bids both techno commercial unpriced and priced bid separately for each tender? Yes/No
9. Have you enclosed the statement of deviations from financial terms and conditions, if any? Yes/No

Priced Bid:

1. Have you signed and attached the priced bid form.
Yes/No
2. Have you attached the schedule of requirements duly priced
Yes/No

FORMAT OF BANK GUARANTEE FORM

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.

PERFORMANCE BANK GUARANTEE

WHEREAS M/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 / dt. 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 upto 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 upto
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.