



University of Kota

MBS Marg, KOTA (Rajasthan)-324 005, INDIA

No.: F. () / Chem. Instruments / GAD / UOK / 2014 / 16490

Date: 28/11/2014

Notice Inviting Bids

**For Gas Fitting Related Items for the
Department of Pure & Applied Chemistry
University of Kota
Kota**

Sealed tenders are invited under **TWO BID SYSTEM (Part-I: TECHNICAL BID & Part-II: FINACIAL BID)** from reputed manufacturers and their accredited/sole selling agents for “Supply, installation, satisfactory demonstration and training” of Gas Fitting Related Items with all essential and optional accessories.

The tender document can be downloaded either from the University website www.uok.ac.in or can also be obtained from the Office of the Registrar on payment of **Indian Rupees 1000/-** in form of DD drawn in favour of “**Registrar, University of Kota**” payable at Kota. In case of downloading of tender document, tender document purchase fee be deposited separately by tenderer. Earnest Money Deposit (EMD) will be **2%** of estimated value of the item. In case of SSIs of Rajasthan, it will be **0.5%** of the quantity offered for supply and in case of sick industries, other than SSIs, whose cases are pending with BIFR it will be **1%** of the value of bid. Tenders not submitted as per the terms & conditions mentioned in tender document will not be accepted. The technical bids will be opened in the Office of the Registrar, University of Kota.

Date of start of sale of tender document is **December 01, 2014** from **10:30am** and last date of submission of filled tenders is **December 22, 2014** up to **2:00pm**. The date of opening of Technical Bid is **December 22, 2014** at **3:00 pm**. Tenders not submitted as per the terms & conditions mentioned in tender document will not be accepted.

Registrar



University of Kota

MBS Marg, KOTA (Rajasthan)-324 005, INDIA

No.: F. () / Chem. Instruments / GAD / UOK / 2014 / 16490

Date: 28/11/2014

All Bidders,

Subject: Tender Document for the purchase of Gas Fitting Related Items for the Department of Pure & Applied Chemistry, University of Kota, Kota.

Dear Sir/Madam,

Kindly find enclosed herewith the tender document papers for subject to tender enquiry due for opening on **December 22, 2014 at 3:00pm**. Sealed tenders are invited under **TWO BID SYSTEM (Part-I: Technical Bid & Part-II: Financial Bid)** for the following item with all essential and optional accessories:

S. No.	Name of Instrument / Equipment with Required Specifications	Quantity Required	Total Estimated Cost (in INR)
1.	Digital Gas Flow Meter	03	15.00 Lakh
2.	Hydrogen Gas Leak Detector	02	
3.	Gas Detectors for Oxygen, Ammonia, Nitrous Oxide, Acetylene, Argon, Helium, etc.	01 each	
4.	Gas Monitoring System	01	
5.	Oxygen Analyzer for Purity of Nitrogen	03	
6.	High Purity Hydrogen Gas Generator	01	
7.	Nitrogen-Air Generator with Compressor	01	
8.	Zero Air Generator for TOC Analyzer	01	
9.	Oil Free Air Compressor for GC	01	
10.	Oil Free Air Compressor for Flame	01	
11.	Chiller	06	
12.	Cylinder Trolley	03	
Total Estimated Cost (in INR)			15.00 Lakh

Duly signed tenders consisting of EMD envelope, techno-commercial bid envelope and financial bid envelope shall be received on or before **December 22, 2014 up to 2:00pm**. The EMD, techno-commercial bid shall be opened on **December 22, 2014 at 3:00 pm**. Financial Bid shall be opened at a later date, only for bidders who satisfy the qualifying requirements. The date for opening of price part financial bid shall be intimated separately. University takes no responsibility for delay, loss or non-receipt of tender documents sent by post and reserves the right to reject tender without assigning any reason thereof.

It is requested to kindly note the following point before submission of your offer.

- All 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.
- Bidders must sign each and every page of the enclosed tender document and submit the same in each envelope mentioning name & number of instrument, bid opening date and EMD.
- The tenderers shall submit the tender with signature in **three envelopes**. The first envelope shall contain amount of EMD in form of DD, the second envelope shall contain all the documents required for technical bid and shall be sealed. The third envelope shall contain all necessary items in which the supplier shall register the rates of supply for financial bid. The all envelope shall also, likewise, be sealed and the envelopes then should be put together and shall be sealed in an envelope, and shall be submitted to the Registrar, University of Kota by the prescribed time and date.
- The Technical Bid shall be opened first to ensure that the tenderers have submitted all the requisite documents and EMD. If the Technical Bids are not in order or are deficient in all respect including specifications required, the Financial Bids in respect of such tenders shall not be opened.
- The bidder should indicate name and designation of the authorized person to be contacted / requested for any clarification regarding their offer along with his cell number for quick reference, when required.
- Kindly note that in case documents are requested to be sent by post, the responsibility for receipt does not lie with the University.

Registrar,
University of Kota
Kota (Rajasthan)-324 005

Enclosed: Tender Document

University of Kota

MBS Marg, Near Kabir Circle, KOTA (Rajasthan)-324 005, INDIA

TENDER DOCUMENT

Gas Fitting Related Items for Department of Pure & Applied Chemistry

Fee Details:

- | | |
|--|---|
| 1. Tender Fee | : INR 1000/- |
| 2. Earnest Money Deposit (EMD) | |
| (i) SSIs of Rajasthan | : 0.5% of Quantity offered for supply |
| (ii) Other than SSIs of Rajasthan whose cases are pending with Board of Industrial and Financial Reconstruction (BIFR) | : 1.0% of Estimated Value of the subject matter of procurement put to bid |
| (iii) Other Manufacturers / Dealers / Suppliers | : 2.0% of Estimated Value of the subject matter of procurement put to bid |

Schedule of Tender:

- | | |
|--|-----------------------------------|
| 1. Issue of Tender Document | : December 01, 2014 from 10:30 am |
| 2. Last date of Submission of Quotations | : December 22, 2014 up to 2:00 pm |
| 3. Date of Opening of Technical bids | : December 22, 2014 at 3:00 pm |

Venue of Opening of the Tender: Office of the Registrar

University of Kota

MBS Marg, Near Kabir Circle, KOTA (Rajasthan)-324 005, INDIA

CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER

Note: Tenderer should read conditions carefully and comply strictly while sending their tender. Terms and Conditions of Rajasthan Transparency in Public Procurement Act, 2012 (http://sppp.rajasthan.gov.in/sppp/upload/documents/3_1369391344.pdf) shall be followed strictly in all respect for the procurement. In any ambiguity, Terms and Conditions of the RTPP Act 2012 will be followed.

1. Tender must be enclosed in a properly sealed envelope according to the direction given in the tender notice.
2. **Tender by Bonafide dealers:** Tenders shall be given only by bonafide Manufacturer / Authorized Dealer / Distributor in the goods. They shall, therefore, furnish a declaration in the prescribed format.
3. (i) Any change in the constitution of the firm, *etc.* shall be notified forthwith by the contractor in writing to the University office and such change shall not relieve any former member of the firm, *etc.* from any liability under the contract.
(ii) No new partner(s) shall be accepted in the firm by the contractor in respect of the contract unless he/she/they agree to abide by all its terms and conditions and deposit with the University a written agreement to this effect. The contractors receipt for acknowledgment or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
4. **Sales Tax Registration and Clearance Certificate:** No dealer, who is not registered under the Sales Tax Act prevalent in the state where his/her business is located shall eligible to deposit tender. The Sales Tax Registration Number should be quoted and a latest sales tax clearance certificate from the commercial Taxes Officer of the circle concerned shall be submitted without which the tender is liable to rejection.
5. Tender forms shall be filled in ink or typed. No tender, filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end as token of acceptance of all the terms and conditions of the tender.
6. **Rate shall be written both in words and figures by computer typed characters/words.** There should not be errors and/or over writing corrections, if any should be made clearly and initiated with dates. The rates should mention element of the Rajasthan State Sales Tax and Central, Sales Tax separately.

Signature of Tenderer with Rubber Stamp

7. (i) All rates quoted must be FOR destination (University of Kota, Kota) and should include all incidental, charges except octroi, Central / Rajasthan Sales Tax which should be shown separately. In case of local supplies, the rates should include all taxes *etc.* and no cartage or transportation charges will be paid by the University and the delivery of the goods shall be given at the premises of University. Goods to be purchased are for the purpose of official use hence octroi is not payable. The rates, therefore, should be exclusive of octroi and local tax.
- (ii) The rates quoted should also be inclusive of installation charges, if required.
8. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, *etc.* For the goods to be supplied, if he/she has any doubts as to the meaning of any portion of these conditions or of the specifications *etc.*, he/she may contact before signing the contract refer to the same.
9. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

10. Specifications:

- (i) All articles supplied shall strictly confirm to the specifications laid down in the tender form and wherever articles have been required according to ISI specifications those articles should confirm strictly to those specifications and should bear such marks.
- (ii) **Warranty/Guarantee:** The tenderer would give guarantee that the instruments would continue to conform to the description and quality as specified for a period of 24 month from the date of installation / delivery of the said instruments. If during the aforesaid period of 24 months the said instrument is discovered not to conform to the description and quality aforesaid, the purchaser will be entitled to reject the said instruments or such portion thereof. Such rejection of the instruments will be at sellers risk and all the provisions relating to rejection of goods *etc.* shall apply.
The tenderer shall, if so called upon to do, replace the goods *etc.* or such portion thereof, as is rejection by the University, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the University in that behalf under this contract or otherwise.
- (iii) In case of machinery and equipments, guarantee will be given as mentioned in clause (ii) above and the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect *etc.*

Signature of Tenderer with Rubber Stamp

- (iv) In case of machinery and equipments specified by the University, the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under warranty period or annual maintenance and repairs rate contract or otherwise in case of change of model he will give sufficient notice to the University who may like to purchase spare parts from tenderer to maintain the machinery and equipments in perfect condition.

11. Inspection:

- (i) The University or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods / equipment / machineries during manufacturing process or afterwards as may be decided.
- (ii) The tenderer shall furnish complete address of the premises of his office go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for this purpose in case of those dealers who have newly entered in business a letter of introduction from their bankers will be necessary.

12. Rejection:

- (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at own cost within the time fixed by the University.
- (ii) If however due to exigencies of Government work such replacement either in whole or in part is not considered feasible. The University after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded deduct a suitable amount from the approved rates. The deduction so made shall be final.

13. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection after which shall not be responsible for any loss shortage or damage and shall have the right to dispose of such articles as he thinks fit at the tenderer's risk and on his account.

14. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.

Signature of Tenderer with Rubber Stamp

15. The contract for the supply can be repudiated at any time by the University if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.

16. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.

17. Delivery period:

(i) (a) The tenderer whose tender is accepted shall arrange supplies within a period of 45 days (for Indian goods) / 90 days (for foreign goods) from the date of supply order and the installation must be ensured within 60 days (for Indian goods) / 120 days (for foreign goods) from the date of supply order.

(b) Decision of University about categorization of major/minor equipment will be final and binding on the parties. This time period can be reduced /extended by the competent authority.

(ii) If the University does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form the tenderer shall not be entitled to claim any compensation.

18. Earnest Money:

(i) Tender shall be accompanied by an earnest money, mentioned in the document, without which tenders will not be considered. The amount should be deposited by Bank Drafts/Bankers Cheque of the scheduled Bank, in favor of **Registrar, University of Kota** payable at **Kota** (Rajasthan).

(ii) **Refund of earnest money:** The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.

(iii) **Partial Exemption from earnest money:** Firms which are registered with Director of Industries, Rajasthan shall furnish the amount of earnest money in respect of items for which they are registered as such, subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer from the Director of Industries Rajasthan as per rule.

(iv) The Central Government and Government of Rajasthan undertaking need not furnish any amount of earnest money.

(v) The earnest money/security deposit lying with the department/office in respect of other tenders awaiting approval or rejected of on account of contract being completed will not be adjusted towards earnest money/security money, for the fresh tenders. The earnest money may, however, be taken into consideration in case tenders are re-invited.

19. Forfeiture of earnest money: The earnest money will be forfeited in the following cases:

(i) When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.

Signature of Tenderer with Rubber Stamp

- (ii) When tenderer does not execute the agreement if any prescribed within the specified time.
 - (iii) When the tenderer does not deposit the security money after the supply order is given.
 - (iv) When he/she fails to commence the supply of the items as per supply order or within the time prescribed.
20. (i) All goods must be sent freight paid through Railways or goods transport.
- (ii) RR should be sent under registered cover through bank only.
 - (iii) In case supply is desired to be sent by the University by passenger train the entire railway freight will be borne by the tenderer.
 - (iv) Remittance charges, on payment made, shall be borne by the tenderer.
21. **Insurance:** The goods will be delivered at the University Department in perfect condition. The supplier if he/she so desires may be insured the valuable goods against loss by theft destruction or damage by fire, flood under exposure to weather or otherwise viz. (war rebellion riot *etc*), the insurance charges will be borne by the supplier and University will not pay such charges if incurred.
22. **Payments:**
- (i) Advance payment will not be made except in rare and special cases. In case of advance payment being made it will be against proof of dispatch and to the extent as prescribed in financial powers by rail/reputed goods transport companies *etc*. and prior inspection if any the balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the tenderer.
 - (ii) Unless otherwise agreed between the parties payment for the delivery of the instruments will be made on submission of bill in proper form by the tenderer in accordance with GF & AR. All remittance charges will be borne by the tenderer.
 - (iii) In case of disputed items, 10 to 25% of the amount shall be withheld and will be paid on settlement of the dispute.
 - (iv) Payment in case of those goods which need testing shall be made only when such test have been carried out and test, results received confirming to the prescribed specification.
23. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the University.
24. **Liquidated damages:** In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply.
- (i) (a) Delay up to one fourth period of the prescribed delivery period 2.5%.
 - (b) Delay exceeding in one fourth but not exceeding half of the prescribed 5%.

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- (c) Delay exceeding half but not exceeding three fourth of the prescribed period 7.5%.
 - (d) Delay exceeding three fourth of the prescribed period 10%.
 - (ii) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 - (iii) The maximum amount of liquidated damages shall be 10%.
 - (iv) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance he shall apply in writing to the authority which has placed the supply order for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - (v) Delivery period may be extended with or without liquidate damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.
25. **Recoveries:** Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply breakage rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department in case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
26. Tenderer must make their arrangements to obtain import license necessary.
27. If a tenderer imposes conditions which are in addition to or in conflict with the conditions mentioned herein his tender is liable to summary rejection in any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the University office.
28. The University reserves the right to accept any tender not necessarily the lowest reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items to more than one firm/supplier.
29. The tenderer shall furnish the following documents at time of execution of agreement.
- (i) Attested copy of partnership deed in case of partnership firms.
 - (ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
 - (iii) Address of residence and office telephone numbers in case of sole proprietorship.
 - (iv) Registration issued by registrar of companies in case of company.
30. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract the matter shall be referred to by the parties to the

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Vice Chancellor, University of Kota, Kota who will appoint his senior most deputy as the sole arbitrator of the dispute who will not be related to this tender and whose decision shall be final.

31. All legal proceedings if necessary arise to institute may by any of the parties (University or supplier) shall have to be lodged in courts situated in KOTA (Rajasthan) and not elsewhere.
32. **For the supply of foreign items, the rates must be quoted in foreign and Indian currency separately. The rates for conversation of foreign currency will be the rates of the opening day of the tender, to evaluate/calculate the financial bid. The cost of the equipment must be quoted CIF basis and Indian Agency commission, if any, must mentioned separately in CIF value. The letter of credit, if necessary, will be opened for the cost of the Equipment. The Indian agent's Commission / Clearance Charges and installation charges, if any, shall be payable in Indian currency on satisfactory report of installation and demonstration of the equipment or as negotiated.**
33. The rate must be quoted including all accessories required for installation of equipment.
34. In case the items are free from custom duty, the tenderer should mention clause under which the items are free from custom duty. The proof of this should be attached.
Note: *The University of Kota is registered with Department of Science and Industrial Research, Government of India and thus is exempted from Excise Duty as per GOI notification No. 10/97 Central Excise dated 1st March 1997 and is eligible for Concessional Custom Duty as per GOI Notification No. 51/96 Customs dated 23/07/1996, amended from time to time.*
35. Complete literatures along with the catalogue and technical data must be enclosed with the tender to facilitate the technical expert in selection of items.
36. Performance report of the equipment by the institution whether it is already in use any where is to be attached with the tender form, if is not practicable, the supplier should enclose a list of institutions where equipments have been supplied.
37. The Indian agents are liable to install and demonstrate the articles in the University of Kota successfully and satisfactorily within stipulated period. The pre-requisite for installation, if any, the tenderer should submit the details of the same along with tender invariably.
38. The circuit diagram & manual of the equipment will have to be provided along with the supply invariably by the supplier.
39. The tenderer should also submit a list of recommended spare consumables etc. for two years use along with the price for the regular working of equipment.

Signature of Tenderer with Rubber Stamp

40. Firm should submit guarantee for a minimum period of two years with spare parts and onwards CMC/ AMC for five years @ of value for two years with spare parts % increase in subsequent years.
41. *100% payment shall be made (through our Bankers by opening of Letter of Credit in case of import of items at site) subject to submission of 10% of the total payment as the Performance based Bank Guarantee (PBG) and 5% as security (with due adjustment of EMD) by the tenderer. No advance payment will be made normally. PBG and security deposit would be remitted after one year of completing the process of satisfactory installation and commissioning of the instrument.*
42. Notwithstanding anything contained herein above the undersigned reserves the right to alter, waive or modify any of the above conditions in any particular specific case of special reasons in accordance with special circumstances/conditions of the case mutually or otherwise in public or service.
43. All legal proceedings, if necessary, arise to institute may be any of the parties (University or Contractor) shall have to be lodged in courts situated in Kota and not elsewhere along with the price for the regular working of equipment.
44. The prices charged for the instruments supplied, under the contract by the contractor, shall in no event exceed the lowest price at which the contractor sells the instruments or offers to sell the identical description to any person/organization including the purchaser of any Department of the Central or State Govt. or any statutory undertaking of the Central or State Govt. as the case may be, during the period till performance of all supply orders placed or till the rate contract is completed.
45. If at any time, during the said period the contractor reduces the sale price, sells or offers to sell such instruments to any organization including any Department of Central or State Govt. or any statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price, chargeable under the contract he/she shall forthwith notify such reduction or sale or offer to sale to the purchaser (Registrar), University of Kota and the price payable under the contract for instruments supplied, after the date of coming into force of such reduction of sale or offer to sale, shall stand correspondingly reduced.

The above stipulation will however not apply to:

- (a) Export by the contractor.
- (b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement.
- (c) Sale of goods such as chemicals has expiry dates.
- (d) Free replacements of spares articles/goods will be provided only during the warranty period herein agree to the contractor. The contractor shall furnish the following certificates along with the bill for payment of supplies made against the rate contract.

Signature of Tenderer with Rubber Stamp

"I/We" certify that there has been no reduction in sale price of the instruments of description identical to the instruments supplied to the University, under the contract here in and such instruments have not been offered / sold by / me/us to any organization of the Central Govt. or State Govt. as the case may be up to the date of bill / the date of completion of supplies against all supply orders placed during the currency of the contract at prices lower than the price charged to the Govt. under contract except for categories under sub-clause (a), (b) (c) and (d) as above.

46. All rights should be reserved with University of Kota.
47. Extra conditions in the tender will not be accepted.
48. If the tenderer modified and cross the conditions, tender will not be accepted.
49. In case of any dispute the decision of Hon'ble Vice Chancellor, University of Kota will be final and both parties will abide by it.
50. Sales tax / Income tax (if applicable) / clearance certificate should be provided.

Registrar
University of Kota

Signature of Tenderer with Rubber Stamp

University of Kota

MBS Marg, Near Kabir Circle, KOTA (Rajasthan)-324 005, INDIA

TENDER PROFORMA

1. Tender for major/minor equipment/instruments or both
.....
(Name of the article for which the tender is submitted)
2. Name and Postal Address of the firm submitting the tender
.....
.....
.....
.....
3. Reference: Tender Notice No.
.....
.....
4. The tender form fee Rs..... has been deposited vide cash receipt No
.....Dated.....Vide crossed PO / DD / BC
No.....Dated
5. We agree to abide by all the conditions in tender notice No
dated issued by the Department/University and also agree to
further terms and conditions of the said tender notice given, in attached sheets (all the
pages of which has been signed with Stamp by us in token of our acceptance of the
terms mentioned therein.)
6. Goods will be delivered in stipulated delivery period as per purchase order.
7. The rates quoted are valid up to from the date of opening of tender.
The period can be extended with mutual consent.
8. Bank Draft / Bankers Cheque No dated drawn by
(..... / cash receipt No
..... dated for Rsto cover Earnest Money in the
favour of **Registrar, University of Kota** is enclosed.
9. Sales Tax Registration & Latest Sales Tax Clearance Certificate is submitted
herewith.
10. Declaration of manufacturer / Authorized Distributor / Authorized Dealer is also
enclosed.

Signature of Tenderer with Rubber Stamp

DECLARATION BY TENDERES

I / We, hereby, declare that I / we are Bonafide Manufacturer(s) / Authorized Whole Seller(s) / Sole Distributor(s) / Authorized Dealer Distributor(s) / Sole Selling or Marketing Agent(s) in the Goods / Stores / Equipment for which I/we have tendered.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our Security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Signature of Tenderer with Rubber Stamp

The contractor shall furnish the following certificate along with the bill for payment of supplies made against the rate contract.

CERTIFICATE

"I / We" certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Govt. under the contract here in and such stores have not been offered / sold by me / us to any organization including the purchaser or any Department of State Govt. or any statutory undertaking of the Central Govt. or state Govt. as the case may be up to the date of bill / the date of completion of supplies against all supply orders places during the currency of the contract at prices lower than the price charged to the Govt. under the contract except for qty of stores categories under sub-clause 54(a), (b), (c) and (d).

Signature of Tenderer with Rubber Stamp

Note: This undertaking should be typed & signed by the Registrar and Manufacturer on his Original Letter Head.

**UNDERTAKING TO BE SUBMITTED BY REGISTRAR TO
MANUFACTURER/DISTRIBUTOR**

(In case of major equipment/machinery where tender is submitted in the capacity of
Authorized Distributor / Dealer / Indian Agent)

It is to certify that M/s
(Name of the Tenderer) is our Authorized Distributor / Dealer / Indian Agent. He is
authorized to submit tender for
..... (Name of Item) to the Department of Pure and Applied
Chemistry, University of Kota against their Open Tender Notice No
Dated on behalf of us.

This equipment is guaranteed for at least 2 years from the date of
installation/demonstration and he shall during the guarantee period replace the part if any, or
manufacturing defect if found during the above period so as to make machinery / equipment
operative & in perfect condition.

He is also authorized to carry out comprehensive Annual Maintenance & repairs
contract with spares for at least 5 year after expiry of the guarantee period. He will be
responsible to ensure adequate regular supply of spare parts consumable or non-consumables
needed for the same whether under AMC or otherwise.

In case of change of authorized distributor/Dealer/Indian Agent we will inform The
Registrar, University of Kota accordingly. The New Dealer/Agent will be responsible for
after sales service and annual maintenance & repairs contract as above. In case of failure of
tenderer of new dealer we will be directly responsible for the after sale service of the
equipment as terms & conditions of the tender/contract.

ISSUING DATE

SINGATURE OF REGISTRAR

MANUFACTURER WITH SEAL

NOTE: This Undertaking should be typed & Signed by Registrar Manufacturer on his
Original Letter Pad)

Signature of Tenderer with Rubber Stamp

FORMAT OF PERFORMANCE BANK GUARANTEE
(To be made on Rs 100.00 Non Judicial Stamp/E Stamp Paper)
(if required)

To,
The Registrar
University of Kota
Kota (Rajasthan)-324 005

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called “the Supplier”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 15 (Fifteen) months from the date of issue (indicate date) valid up to

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Signature of Tenderer with Seal & Address

**FORMAT FOR MANUFACTURER/DITRIBUTOR'S AUTHORISATION
(if required)**

**To,
The Registrar
University of Kota
Kota (Rajasthan)-324 005**

Dear Sirs,
Ref. Your NIQ No _____, dated _____
We, _____
who are proven and reputable manufacturers of _____
(*name and description of the Items offered in the Quotation*) having factories at _____,
hereby authorise Messrs _____ (*name and address of the agent*)
to submit a Quotation, process the same further and enter into a supply contract with you
against your requirement as contained in the above referred Quotation Form for the above
items manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs.
_____ (*name and address of the above agent*)
is authorised to submit a tender, process the same further and enter into a supply contract
with you against your requirement as contained in the above referred Quotation Form for the
above items manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of supply
contract placed on the authorised agent.

We also confirm that the price quoted by our agent shall not exceed than that which we
would have quoted directly.

Yours faithfully,
[Signature with date, name and designation]
for and on behalf of Messrs _____
[Name & address of the manufacturers]

Note:-

1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be enclosed with Quotation Form during submission in the sealed cover.

Signature of Tenderer with Seal & Address

**TERMS & CONDITION BE FOLLOWED CAREFULLY AND STRICTLY
FAILING WHICH TENDER BE LIABLE TO REJECTION**

A. General Terms & Conditions:

1. All the photostat documents should be attested by the Notary public / Gazetted Officer.
2. Earnest money in the form of Bank Draft / Bankers Cheque is required as per terms and condition, in the name of **Registrar, University of Kota** otherwise tender will not be considered.
3. Latest Sales Tax clearance certificate and declaration certificate should be enclosed along with tender.
4. Validity of rates and tender should be one year from the opening date of tender.
5. All the terms and conditions are to be accepted by the firms and any counter conditions if imposed will not be considered.
6. Technical & Financial Bid should be submitted in two separate sealed envelope marked clearly "Technical Bid or Financial Bid" as the case may be.
7. Negotiations, if at all required shall be held with lowest (L-1) evaluated responsive bidder with the cogent reasons to record.

B. Special Terms & Conditions:

1. Complete installation & commission of the system to the satisfaction of the customer has to be carried out by the supplier. Any item not mentioned in the specifications which are required to make the unit completely functional must be provided by the supplier.
2. Details about the infrastructure requirement for the installation and commissioning of the equipment must be furnished well in advance.
3. A complete list of essential spares and consumables required for five years operation along with purchase specifications must be provided. The names and address of suppliers of bought-out component items must be provided.
4. The supplier has to submit the detailed specifications along with the GA-drawing.
5. The supplier has to submit the complete clientele list worldwide for same equipment.
6. The above equipment should be installed at the Department of Pure and Applied Chemistry, University of Kota.

Signature of Tenderer with Rubber Stamp

TECHNICAL BID

The envelope should contain

- (i) On the top of technical bid envelope S. No., Name of Item and Date of Opening of Technical Bid should be mentioned. Name of firm should also be written on the envelope itself.
- (ii) This envelope should contain the required Earnest Money in the prescribed form as per the tender document, Sale Tax Clearance Certificate and the Authorization Letter as per. Annex. I.
- (iii) All the Technical bids must contain the specification of instrument, International standards (BIS/INTERNATIONAL), catalogues, list of users & technical details, technical compliance sheet, *etc.* along with operating parameters, pre-installation requirements, payment terms, warranty, *etc.*

FINANCIAL BID

The envelope should contain:

- (i) On the top of financial bid envelope S. No., Name of Item, Name of Firm should be mentioned on the envelope itself.
 - (ii) This envelope should contain the Rate of Item in words and figure invariably. The rate should include all incidental expenses such as freight, packing charge, insurance, *etc.* However, the rate of taxes to be charged from the department such as Excise Duty, CST, RST, should be shown separately. Any overwriting/cutting should be attested by the authorized signatory of the supplier.
7. The tender should be submitted only by those firms who are Manufacturers / Authorized Distributors / Dealer/ Indian Agent of product. A Specific Authorization in the name of University of Kota, against this NIT should be enclosed with tender otherwise your tender will not be considered for particular items. Annex-1.
 8. Payment will be made after acceptance and approval of the suitability of the supplies based on technical laboratory test duly verified by Technical committee.
 9. A price charging certificate should also be furnished to the effect that the rates offered are reasonable and justified and we are not marketing lower rates to other department on conditions of the tender and contract.
 10. If the firm fails to execute the supply order within stipulated time period, then the University shall be free to arrange the supply from another tenderer.
 11. Supplies when received shall be subject to inspection to ensure whether they conform to the prescribed / approved specifications.
 12. Delivery Period will be as under:
 - (i) For Indian goods: Within 30 or 45 days from the date of the supply order.

Signature of Tenderer with Rubber Stamp

- (ii) For Imported Goods: Within 90 days from the date of Opening of Letter of Credit. The date of shipment will be taken as date of delivery for this purpose *i.e.* the goods should be put to shipment within 90 days from the date of Opening of Letter of Credit.
13. For imported items Clearance of the consignment from Customs will be done by the tenderer. If any custom duties paid for clearance of the consignment and it is paid by tenderer /tenderer through clearing agent, the same shall be reimbursed after production of documentary evidence at actual as per Govt. Rules. The matter can further be discussed and cleared with the concerning officer.
14. In case, any demurrage charges are paid to release the consignment from custom, it will be borne by tenderer.
15. **Tender form will be rejectionable in following conditions:**
- (i) EMD is not submitted.
 - (ii) Tender form along with catalogue of the instrument is not submitted.
 - (iii) Proper Authorization Certificate is not enclosed. (As per required in Performa at Annexure-I)
 - (iv) Sales tax clearance certificate / Registration is not found.
 - (v) If Conditional tender is submitted.
 - (vi) If the rates are enclosed in the technical bid envelop.
 - (vii) The Bid is unsigned.
 - (viii) The Bidder has quoted for goods manufactured by different firms without the required authority letter from the proposed manufacturer.
 - (ix) Bidder has not agreed to give the required performance guarantee and security deposit.
 - (x) The goods quoted are sub-standard, not meeting the required specifications.
 - (xi) Against the schedule of requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.
 - (xii) The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.

NOTE: IF THERE IS ANY, CONFUSION/CONTRADICTION BETWEEN PROVISIONS OF TENDER CONDITIONS AND TECHNICAL SPECIFICATIONS THE PRIORITY WILL BE GIVEN AS PER TECHNICAL SPECIFICATION / PROVISIONS.

**Sd-
Registrar
University of Kota**

Signature of Tenderer with Seal

**Registrar
University of Kota**

University of Kota

MBS Marg, Near Kabir Circle, KOTA (Rajasthan)-324 005, INDIA

FORMAT FOR TECHNICAL BID COMPLIANCE

1. The Technical Compliance must be in the format given below otherwise it will be assumed that bidder is not able to offer technically desired product. Information provided elsewhere or in any different form will not be considered.
2. All the columns of this sheet should be filled in compulsorily by the tenderer, merely asking the office to refer Catalogue or Literature will not be entertained.
3. If the Tenderer wants to offer more than one model optional, photocopies of this sheet may be used for each model.
4. Technical specifications required by the Registrar are also enclosed.

FORMAT FOR COMPLIANCE STATEMENT

S. No.	Name of Instrument / Equipment with Required Specifications (quoted by the University)	Specification of Instrument / Equipment (offered by Manufacturer)	Compliance to the Specifications quoted by University of Kota YES or NO	Deviation, if any, as per the Specifications quoted by University of Kota
1	2	3	4	5
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Date:

Signature of Manufacturer / Agent

FOLLOWING POINTS TO BE NOTED WHILE FILLING FINANCIAL BID:

1. This bid should be submitted in separate envelope with clear marking that it is **Financial Bid Envelope**.
2. Any financial information mentioned elsewhere financial bid shall be liable not to be considered.
3. The bidder should submit their documents as under:
 - A. For instruments manufactured in India**
 - (i) The price of the goods quoted ex-works including all taxes already paid
 - (ii) VAT and other taxes like excise duty *etc.* which will be payable on the goods if the contract is awarded.
 - (iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
 - (iv) The installation, commissioning and training charges including incidental services, if any.
 - (v) AMC Charges for 5 years after the expiry of warranty period
 - B. For instruments manufactured Abroad**
 - (i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the bidding document.
 - (ii) The charges for insurance and transportation of the goods to the port/place of destination *etc.*
 - (iii) The installation, commissioning & Training charges including incidental services, if any.
 - (iv) AMC Charges for 5 years after the expiry of warranty period

Thus the FOB/FCA price quoted should have all the charges built into it till the consignment is booked at the departing port.

4. All rates quoted must be **FOR UNIVERSITY OF KOTA, CAMPUS KOTA**.
5. Rates quoted should include all expenditure up to destination point including Custom Duty, Freight, Insurance, *etc.*, if any, Excise duty *etc.* except RST/ CST is applicable, it should be shown separately.
6. University is not liable to pay any type of demurrage charges.
7. For every model, financial bid should be submitted separately.
8. Separate financial bid in the same format should be submitted for each optional item or different model, photocopies of the Financial Bid Format may be used for this purpose.
9. 'D' Form shall be issued by the Department for Concessional Sales Tax.
10. Payment of AMC Charges will be made on Quarterly basis only after the receipt of AMC visit report duly signed & verified by the concerning Dept. in charge. No Advance payment will be under any circumstances, if AMC contract is given / assigned.

I / We hereby agree to above points.

Signature of Tenderer with Seal

Guidelines for Services Contract

1. The Proposals for maintenance of equipment should be submitted for 5 years after guarantee period of minimum two years with spare parts.
2. Quarterly preventive maintenance & break down calls as and when required will be provided under service contract.
3. The firm will depute their engineer for break down calls within 72 hrs from the receipt of the call from client. In the event of failure on the part of the firm in attending to the preventive maintenance visit or in attending breakdown calls within 72 hrs. The Registrar, University of Kota undersigned on behalf of the University of Kota will have the right to make the recovery by way of compensation @ 2% of the AMC Contract value per day. However firm shall not be held responsible for delay in services due to non availability of spares or due to any reason beyond its control & the duration of service contract will be increased/ extended by such period.
4. The payment will be made quarterly after satisfactory service within 30 days from the date of receipt of the bill. Notwithstanding anything here-in-above provided it will be the responsibility of firm to see that the equipment as a whole is kept in well working condition during the full period of contract besides the time reasonably & naturally required in rectification / servicing etc. The points of disputes being mutually decided circumstantially on which the decision of the undersigned shall be final & binding on firm subject to arbitration.

Signature of Tenderer with Seal & Address

University of Kota

MBS Marg, Near Kabir Circle, KOTA (Rajasthan)-324 005, INDIA

Format for Tabulation of Technical Bid

Name of the Firm:

Equipment / Instrument / Item:

S. No.	Name of Instrument / Equipment with Required Specifications of the Instrument/Equipment (quoted by the University)	Specification of Instrument / Equipment (offered by Manufacturer)	Compliance to the Specifications quoted by University of Kota YES or NO	Deviation, if any, as per the Specifications quoted by University of Kota
13.	Digital Gas Flow Meter: Flow range 1ml/min to 1000ml/mn or more with least count of 0.1ml/min auto-range for non-corrosive gases; accuracy: $\pm 2\%$ or more of reading (\pm one digit), operating temperature 0-50°C; humidity 9-95% RH; pressure range 0-10 bar or wider.			
14.	Hydrogen Gas Leak Detector: Portable single gas leak detector with sensor code, response time <30sec or less, sensor life one year or more, drift characteristics <2% single loss / month or better, operating temp. -20°C to 50°C or wider, storage temp. 0-20°C or better, pressure dependence: atmospheric $\pm 10\%$ or better, range 0-1000ppm or higher, resolution 2ppm or better, LED display.			
15.	Gas Detectors for Oxygen, Ammonia, Nitrous Oxide, Acetylene, Argon, Helium, etc.: Portable single gas detectors with LCD indication, self test function, adjustable alarm, adjustable calibration points, two instant alarm points, audio-visual LED and vibrator, password protection, durable rubber casing, rechargeable, replaceable sensors.			
16.	Gas Monitoring System: Electronic for eight or more gases with dual color LED system to show status of cylinder, pressure set point, green / red light alarm with sound, external hooter, acrylic or MS or SS body enclosure, single or multiple gauge connection provision, current flow through contact gauge sensor.			
17.	Oxygen Analyzer for Purity of Nitrogen: LCD indication, self test function, adjustable alarm, adjustable calibration points, two instant alarm points, audio-visual LED and vibrator, password protection, durable rubber casing, rechargeable, replaceable sensors.			
18.	High Purity Hydrogen Gas Generator: Hydrogen gas generator with flow rate 500ml/min or more, delivery pressure 0-60psig or better, %purity 99.9999% or better, temp range 5-40°C or			

	wider, humidity <85%RH or lesser, fluid tank capacity 1.5L or more, fluid consumption weekly or when level falls below 0.6.			
19.	Nitrogen-Air Generator with Compressor: Deliver constant pressure and flow, fully automatic programmable system with moisture range <2ppm or less, oxygen <5ppm or less, total hydrocarbons <0.3ppm or less, CO & CO ₂ <2ppm or less, GC grade purity, micron particulates <0.01μ or less, capacity 200ml/min at 5Kg/cm ² or higher, temp 5°C-25°C, start up time 2 hr / programmable by timer.			
20.	Zero Air Generator for TOC Analyzer: Deliver constant pressure and flow, fully automatic programmable system, continuous flow of high purity zero air to use for flame.			
21.	Oil Free Air Compressor for GC: Deliver constant pressure and flow, fully automatic programmable system, continuous flow of high purity zero air to use for flame, capacity 40 liters or more.			
22.	Oil Free Air Compressor for Flame: Deliver constant pressure and flow, fully automatic programmable system, continuous flow of high purity zero air to use for flame, capacity 40 liters or more.			
23.	Chiller: Temperature range 5°C to ambient or wider with variable tank capacity, inner chamber SS material with polish, outer chamber MS with powder coating, digital temperature controller cum indicator, capacity 15 litre or more.			
24.	Cylinder Trolley: Cylinder trolley for holding single cylinder with handle and four wheel, MS or SS material.			

Signature of the tenderer with seal

University of Kota

MBS Marg, Near Kabir Circle, KOTA (Rajasthan)-324 005, INDIA

Format for Tabulation of Financial Bid
For Indigenous & Imported Items

Name of the Firm:

Name of Equipment / Item:

EMD: INR

DD No & Date:

S. No.	Equipment Parts / Others	Make & Model	Rates Quoted per Unit/Item in Foreign Currency, if any	Rates Quoted per Unit/Item in Indian Rupees
Price of Instrument / Item / Goods:				
1.	Main Equipment /Item with Specifications			
2.	Essential Accessories with Specifications			
	Total (1+2)			
3.	Optional Accessories with Specifications			
4.	Spare Parts or Items with Specifications			
	Total (1+2+3+4)			
5.	Discount, rebate if any (if permitted)			
6.	Alternative offers (if permitted)			
	Total after Discount / Offer			
Taxes / Charges:				
7.	Excise / Customs Duty			
8.	Clearance Charges			
9.	Rajasthan VAT			
10.	Central Sales Tax			
11.	Entry Tax			
12.	Other Taxes, if any			
13.	Packing and Forwarding charges			
14.	Freight, Insurance, <i>etc.</i> Charges			
15.	Transportation and Insurance Charges			
16.	Training & Installation Charges			
17.	Any Other Charges, if any			
18.	AMC			
19.	CMC			
	Total (all values)			

Signature of the tenderer with seal

PERFORMA FOR REQUIREMENT OF LC OPENING

Tenderer should submit the following details invariably with their offer separately for opening of Letter of Credit so that amendments in future be avoided:

1. Name and Full address of Beneficiary
2. Country of origin
3. Port of Shipment
4. Validity of Letter of Credit (LC) specify period of LC
.....
5. Period of negotiation of documents
6. Mode of Payment
7. Amount of Indian Agency
commission included in the Cost of
Equipment (CIF value) which will be
payable in Indian Rupees
8. Whether spare parts / consumables Available in
India
9. Guarantee period from the date of
Installation / Demonstration (With spare & parts).
10. CMC/ AMC Rates Increase
in subsequent Year for Five Years.
11. Specify what parts will be included or Excluded
in AMC / CMC, including disposables.

Signature of Tenderer with Seal & Address