



University of Kota

MBS Marg, KOTA (Rajasthan)-324 005

No.: F. () / Chem. Purchase /GAD/UOK/2014/19414 Date: 16/01/2015

Notice Inviting Bid (E-Tender No.-02)

University of Kota invites E-tender through e-procurement on the site of Govt. of Rajasthan till date 19/02/2015 up to 12.00 Noon under **Two Bid System (Part-I: Technical Bid & Part-II: Financial Bid)** from reputed manufacturers and/or their accredited / sole selling firms / agents for supply of the **Triple Quadrupole GC-MS (GC-MS/MS)** for the Department of Pure & Applied Chemistry. Detail terms & conditions shall be seen in the bidding document on website of the State Public Procurement Portal <http://spp.raj.nic.in> or <http://eproc.rajasthan.gov.in> and also on University website www.uok.ac.in.

Tender document fee *i.e.* Rs. 1000/- and E-Tendering processing fee *i.e.* Rs. 1000/- must be paid through two separate DD. One DD in favour of **Registrar, University of Kota** payable at Kota for tender document fee and other DD in favour of **Managing Director, RajComp Info. Services Ltd.** payable at Jaipur for e-tendering processing fee. EMD, as per requirement, must be deposited through DD in favour of **Registrar, University of Kota** payable at Kota.

Registrar



University of Kota

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

No.: F. () / Chem. Purchase /GAD/UOK/2014/ 19414

Date: 16/01/2015

Notice Inviting Bids for e-Tendering

For purchasing of Triple Quadrupole GC-MS (GC-MS/MS) for the
Department of Pure & Applied Chemistry

Online bids 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 Triple Quadrupole GC-MS (GC-MS/MS) with all essential and optional accessories.

| S. No. | Name of Scientific Equipment | Estimated Value (in Rs. Lakhs) | Quantity Required |
|--------|--|--------------------------------|-------------------|
| 1. | Triple Quadrupole Gas Chromatography-Mass Spectrometry (GC-MS/MS) System | 49.00 | 01 |

Bidders can participate in the online bidding process by registering on website <http://eproc.rajasthan.gov.in> from 17/01/2015 at 10:00am to 19/02/2015 upto 12:00 Noon. Details are also available on the University web site www.uok.ac.in and State Public Procurement Portal <http://spp.raj.nic.in>. For further details, bidders may contact at 0744-2471742 (Department of Pure & Applied Chemistry).

Note:

- Bidders (authorized signatory) shall submit their offer on-line in electronic format both for technical and financial proposals. However, DD for tender fee, RISL processing fees and bid security should be submitted physically to the **Registrar's office** of the tendering authority as prescribed in the tender notice and a scanned copy of the same should also be uploaded along with technical bid/cover.
- In case any of the bidders fails to physically submit the Demand Draft or Tender fee, bid security and RISL processing fee up to 12:00 Noon on 19/02/2015, the bid shall not be accepted. The Demand Draft for tender fee of Rs. 1000/- and EMD should be drawn in favour of **Registrar, University of Kota** payable at Kota whereas the Demand Draft of Rs 1000/-towards RISL processing fee should be drawn in favor of “**Managing Director, RajComp Info Services Ltd**” payable at Jaipur from any scheduled commercial bank.
- To participate in online bidding process, bidders must procure a Digital Signature Certificate Type-III as per Information Technology Act-2000 using which they can digitally sign their electronic bids.
- Bidders are advised to refer “Bidders Manual Kit” available at E-procurement Web site for further details of the e-tendering process.
- Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in>.
- The University of Kota reserves the complete right to cancel the bid process and reject any or all of the bids without assigning any reasons thereof.
- The provisions of Rajasthan Transparency in Public Procurement Act 2012 (Rajasthan Act No. 21 of 2012) and rules thereto shall be applicable for this procurement.
- 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.
- University will not responsible for delay in online submission due to any reason. For this, Bidders are requested to upload the complete bid well in advance time so as to avoid 11 hour issues like slow speed, choking of website due to heavy load or any other unforeseen problems
- Training for the bidders on the usage of e-Tendering System procurement is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement cell. RISL, Jaipur for booking the training slot. The help desk No. of RISL is 0141-4022688

Registrar



TENDER DOCUMENT

e-Tendering

for

Purchasing

of

Triple Quadrupole GC-MS (GC-MS/MS)

for

Department of Pure & Applied Chemistry

University of Kota

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



University of Kota

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

No.: F. () / Chem. Purchase /GAD/UOK/2014/19414

Date: 16/01/2015

Details about Tender Document

| | | |
|-----|--|---|
| 1. | Name of Tender Document/Equipment | : Triple Quadrupole GC-MS |
| 2. | Estimated Cost of the Equipment | : INR 49.00 Lakh |
| 3. | Mode of Bid Submission | : On line (E-Tender) |
| 4. | Tender Fee | : INR 1000/- |
| 5. | RISL Processing Fee | : INR 1000/- |
| 6. | Earnest Money Deposit (EMD) | |
| 7. | (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 |
| 8. | Procuring Entity | : University of Kota, Kota |
| 9. | Date of Issue of Tender Document for NIB | : No.: F. ()/Chem. Purchase/GAD/ UOK/ 2014/ 19414 Date: 16/01/2015 |
| 10. | Start Date & Time for downloading of Tender Document and Submission of Tender | : 17/01/2015 from 12:00 Noon |
| 11. | Pre-Bid Meeting Venue (if required) | : University of Kota, Kota |
| 12. | Last Date & Time of downloading of Tender | : 18/02/2015 up to 5:00pm |
| 13. | Last Date & Time of online submission of Tender | : 19/02/2015 up to 12:00 Noon |
| 14. | Date & Time for receipt of DDs towards Tender cost, Tender processing Fee, EMD and Hard Copy of Tender | : 19/02/2015 up to 12:00 Noon |
| 15. | Date & Time for online opening of Technical Bid | : 19/02/2015 from 02:00pm onwards |
| 16. | Date & Time for opening of Finance Bid | : 26/02/2015 from 02:00pm onwards |
| 17. | Bid Validity | : 90 days from the Technical Bid Opening |

Website for downloading/uploading Tender Document/Specifications of Equipment

<http://eproc.rajasthan.gov.in>

Fee Details

Bidder's Name :
Address :
.....
.....
Phone :
Fax :
Email :

(A) Tender Fee :

Bank Demand Draft/Banker's Cheque Details:
Number: Dated: Bank Name:
For Rs. 1000/-only (Rs. One thousand only) in favour of Registrar, University of Kota payable at Kota

(B) Processing Fee:

Bank Demand Draft/Banker's Cheque Details:
Number: Dated: Bank Name:
For Rs. 1000/-only (Rs. One thousand only) in favour of Managing Director, RajComp Info Services Ltd payable at Jaipur

(C) EMD Fee:

Bank Demand Draft/Banker's Cheque Details:
Number: Dated: Bank Name:
For Rs.-/only (Rs. only)
in favour of Registrar, University of Kota payable at Kota

Name & Signature of Bidder with seal

TERMS & CONDITIONS OF TENDER

Terms and Conditions of Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), Rajasthan Transparency in Public Procurement Rules, 2013 and General Finance & Accounts Rules (GF & AR), Government of Rajasthan shall be followed in all respect for the procurement.

1. **Procurement Committees:** The University shall purchase the goods / items by controlling and executing through University Purchase Committee and may also constitute one or more other committees for the following purposes, namely:
 - (a) Preparation of bidding documents
 - (b) Opening of bids
 - (c) Evaluation bids
 - (d) Monitoring of contract
 - (f) Competitive negotiation; and
 - (g) Any other purpose relating to procurement, as may be decided by the University
2. **State Public Procurement Portal:** The University shall upload and publish the required information on State Public Procurement Portal maintained by the State Procurement Facilitation Cell.
3. **e-procurement:** All subject matters of procurement of an estimated value, as may be notified by the State Government under sub-section (2) of section 28, shall be procured through e-procurement. In such cases, every bidder shall deposit user charges as may be fixed by the State Government, from time to time. Every bid shall be digitally signed by the bidder. The procedure of e-procurement shall be as specified for this purpose on the State Public Procurement Portal.
4. **Numbering Convention:** Each procurement process undertaken by any procuring entity shall have a Unique Bid Number which shall be used for tracking purpose during and after the bid process. The Unique Bid Number shall be designed like a code to reflect department / Procuring Entity, type of procurement, threshold value of procurement and method, year and serial number of bid in that particular year.
5. **Procurement Management Information System and tracking:** The University shall develop and maintain a Procurement Management Information System for tracking the procurement process, which shall include the following, namely:-
 - (1) In order to track the performance of the procurement process, information shall be collated at the procuring entity level on quarterly basis and be available for reference at procuring entity level at all times and shall be sent for collation to the respective Administrative Department. The Administrative Department shall further send the aggregated Procurement Management Information to the State Procurement Facilitation Cell quarterly.
 - (2) The Management Information System shall cover the entire procurement cycle and incorporate performance targets set for various processes.
 - (3) The Procurement Management Information System shall be developed in a query based format to allow for in-depth analysis and ease of use, providing realtime information about the status of the bid at any point of time. This shall be integrated with the State Public Procurement Portal in order to further track performance on various parameters, including performance of contracts, delays and penalties imposed.
6. **Participation of bidders:**
 - (1) The University, at the time of inviting the participation of bidders in the procurement process, shall declare whether participation of bidders is limited or not and if limited, grounds thereof. Such declaration may not ordinarily be altered later.
 - (2) Normally the procedure of National Competitive Bidding (NCB) shall be adopted. The procedure of International Competitive Bidding (ICB) may be adopted, if there is such a condition of adopting International Competitive Bidding for certain procurements under an obligation of an agreement with an inter-governmental international financing institution, or

the subject matter of procurement is such that in the opinion of the procuring entity, it will be in the public interest to adopt International Competitive Bidding, after recording reasons.

7. Bid Process: Two stage bidding system of procurement shall be adopted.

- (a) In the first stage of the bidding process, the University shall invite proposals containing the professional and technical competence, qualifications of bidders regarding the subject matter of procurement and contractual terms and conditions of the proposed procurement. All first stage bids, which are otherwise eligible, shall be evaluated in accordance with the procedure laid down in these rules and the bidding documents by bids evaluation committee.
- (b) The committee may hold discussions with the bidders and if any such discussion is held, equal opportunity shall be given to all bidders to participate in the discussions.
- (c) In revising the technical design, stipulations, relevant terms and conditions of the procurement, the procuring entity shall not modify the fundamental nature of the procurement itself, but may add, amend or delete any specification of the subject matter of procurement or criterion for evaluation
- (d) In the second stage of the bidding process, the University shall invite bids from all those bidders whose bids at the first stage were not rejected, to present final bid with bid prices and detailed technical bid in response to a revised set of terms and conditions of the procurement
- (e) Any bidder, invited to bid but not in a position to supply the subject matter of procurement due to changes in the specifications, may withdraw from the bidding proceedings without liability of forfeiting bid security

8. Negotiations:

- (a) Negotiations shall be undertaken in exceptional circumstances. Negotiations will not make original offer made by the tenderer inoperative. The Purchase Committees will have option to consider original offer in case the tenderer decides to increase rates originally tendered or imposes new terms and conditions.
- (b) Negotiations may be undertaken in the following cases
 - (i) **Negotiations before tenders:** Negotiations before advertisement for tender may be resorted to in the following cases :-
 - (I) Where Purchase pertains to proprietary articles as defined in these rules;
 - (II) Where stores under purchase are continuously in short supply;
 - (III) In case of small orders for the purchase of non- proprietary articles;
 - (IV) In case of purchases without tender as mentioned in Rule 30 of these Rules wherever considered necessary.
 - (ii) **Negotiation after tenders:** Negotiation after tenders should be discouraged. It may, however, be undertaken only with the lowest tenderer under the following circumstances:-
 - (I) When ring prices have been quoted by the tenderers for the particular stores under purchase;
 - (II) When the rates tendered vary considerably and considered much higher than the prevailing market rate at the time of opening of tender.
 - (iii) **Powers of Negotiations:** The Purchase Committees shall have full powers to undertake negotiation. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- (c) **Procedure for Negotiation:**
 - (i) Negotiation will be conducted with the lowest bidder only.
 - (ii) The lowest tenderer(s) shall be informed in writing either through messenger if they are local and by registered letters in case they belong to outstation. A minimum time of 7 days in case of tenderers being of outstations, and 3 days in case of local tenderers shall be given prior to negotiations. In case of urgency the Purchase Committee may reduce this time provided the lowest tenderer has received the intimation regarding holding of negotiations. Reasons in such cases will be recorded.

Note: In case of non-satisfactory achievement of rates from lowest tenderer, the Committee may choose to make a written counter offer to the lowest tenderer and if this is not accepted by him, the Committee may decide to reject and re-invite tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest

tenderer and so on in the order of initial bidding, and work/supply order be awarded to the tenderer who accepts the counter-offer.

This procedure should be used in exceptional cases only.

- (iii) In case (of unacceptable rates) the rates even after negotiations are very high fresh tenders should be invited
- (iv) Procurement of the subject matter shall be made through the competitive negotiations committee. The committee shall give the following certificate-
“Certified that we -----(names of members of the committee), members of the competitive negotiations committee are jointly and individually satisfied that the subject matter of procurement recommended is of the requisite specifications and quality, priced at the prevailing market rate and the supplier recommended is reliable and competent to supply the subject matter of procurement.”
- (v) To ensure effective competition, an adequate number, not being less than three, of potential bidders selected in a non-discriminatory manner shall be included in procurement process;
- (vi) After completion of negotiations, the University shall request all bidders remaining in the proceedings to present, by a specified time and date, a best and final offer with respect to all aspects of their proposals;
- (vii) The committee shall keep the record of all the bids received;
- (viii) No negotiations shall take place between the University and bidders with respect to their best and final offers;
- (ix) The University shall ensure that the successful offer is the lowest or most advantageous offer.

9. Registration: The registration of the bidders shall be carried out in the manner and in accordance with the rules made in this behalf by the State Government.

10. Empanelment by pre-qualification process:

- (1) The University may prepare a panel of bidders for the subject matter of procurement that is required frequently but the details of the subject matter, its quantity, time and place is not known in advance. This list shall be valid for one year which may further be extended for another one year after recording reasons. The procuring entity may prepare separate panel for different subject matter of procurement.
- (2) The provisions relating to pre-qualification of bidders under section 18 and publicity as per sub-rule (6) or (7) of rule 43 shall apply to empanelment proceedings.
- (3) The University shall invite applications for empanelment for pre-qualification as per the procedure prescribed for inviting open competitive bidding.
- (4) The invitation for empanelment shall also include the following information:-
 - (i) the name and address of the procuring entity;
 - (ii) eligibility criteria required for empanelment;
 - (iii) the terms and conditions of the empanelment including the duration of the empanelment; and
 - (iv) the description of the subject matter of procurement, to the extent known.
- (5) The procurement of subject matter shall be done by the University from amongst the empanelled bidders upto the limit of delegation of financial powers by sending to all of them, request for proposals with financial bid.

11. Description of subject matter of procurement:

- (1) The description of the subject matter of procurement shall be set out in the pre-qualification documents, bidder registration documents or the bidding documents.
- (2) In description of the subject matter of the procurement, the procuring entity shall, if required, include specifications, plans, drawings, designs, trials, sample testing and test methods, packaging, marking, labeling, conformity certification or symbols and terminology.

- 12. Criteria for evaluation of bids:** The evaluation criteria, where relevant, may include the discounted cash flow techniques.
- 13. Qualification of bidders:** In addition to the provisions regarding qualification of bidders:
- (1) The University shall disqualify a bidder if it finds at any time that,
 - (i) the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - (ii) the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - (2) The University may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to prequalify such bidder. The University shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the University.
- 14. Eligibility of bidders:**
- (1) A bidder may be a natural person, private entity, government-owned entity or, where permitted in the bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture:
 - (i) all parties to the Joint Venture shall sign the bid and they shall be jointly and severally liable; and
 - (ii) a Joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered Joint Venture company/firm or otherwise all the parties to Joint Venture shall sign the Agreement.
 - (2) A bidder should not have a conflict of interest in the procurement in question as stated in rule 81 and the bidding documents. The University shall take appropriate actions against the bidder in accordance with section 11 and Chapter IV of the Act, if it determines that a conflict of interest has flawed the integrity of any procurement process. All bidders found to have a conflict of interest shall be disqualified.
 - (3) A bidder debarred under section 46 shall not be eligible to participate in any procurement process undertaken by,
 - (i) any procuring entity, if debarred by the State Government; and
 - (ii) a procuring entity if debarred by such procuring entity.
 - (4) In case of procurement of goods, bidder must be a manufacturer, distributor or bona-fide dealer in the goods and it shall furnish necessary proof for the same in the specified format. Where applicable, proof of authorization by the manufacturer or country distributor in India, shall be enclosed.
- 15. Time frame for procurement process:** As per the Rajasthan Transparency in Public Procurement Act 2012 and Rule 2013.
- 16. Pre-qualification proceedings:** In addition to the provisions of section 18 the procedure of prequalification process shall be carried out in the manner as specified below-
- (i) Registration or empanelment of prospective bidders may be done as per the procedure specified for prequalification proceedings.
 - (ii) The procuring entity shall take a decision to pre-qualify a bidder only in accordance with the criteria and procedures as set out in the invitation to pre-qualify and in the pre-qualification documents.
 - (iii) The procuring entity shall promptly notify each bidder presenting an application to pre-qualify whether or not it has been pre-qualified and also publish the result of prequalification proceedings on the State Public Procurement Portal.

- (iv) The procuring entity shall promptly communicate, with reasons, to each bidder that it has not been pre-qualified.

17. Bid security:

- (1) In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
- (2) In lieu of bid security, a bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- (3) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.
- (4) Bid security of a bidder lying with the University in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- (5) The bid security may be given in the form of cash, a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank or deposit through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- (6) The bidding documents may stipulate that the issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the University. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.
- (7) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- (8) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- (9) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of agreement and submitting performance security.
- (10) The Bid security taken from a bidder shall be forfeited in the following cases, namely:-
 - (a) when the bidder withdraws or modifies its bid after opening of bids;
 - (b) when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 - (c) when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 - (d) when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - (e) if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act.
- (11) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

- (12) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
- (a) the expiry of validity of bid security;
 - (b) the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - (c) the cancellation of the procurement process; or
 - (d) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

18. Price for bidding documents, pre-qualification documents or bidder registration documents and processing fee or user charges: The price for the bidding documents, prequalification documents or registration documents shall be fixed after considering its preparation and delivering costs. The University may also charge processing fee or user charges for using e-procurement facility.

19. Sale of bidding documents:

- (1) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids and shall be stopped one day prior to the date of opening of bids. The complete bidding documents shall also be placed on the State Public Procurement Portal. The prospective bidders shall be permitted to download the bidding document from the website and pay its price while submitting the filled-up bidding document to the procuring entity, or e-procurement gateway, if the facility is available.
- (2) The bidding documents, pre-qualification documents or bidder registration documents shall be made available to any bidder who pays the price for it in cash or by bank demand draft, banker's cheque, unless the procurement is reserved for specific category of bidders: Provided that in case pre-qualification proceedings were held for a bidding process including registration or empanelment proceedings, the bidding documents shall be made available to only those bidders who have been prequalified or registered or empanelled, as the case may be.
- (3) A detailed account of bidding documents sold shall be kept. It shall also incorporate the details of the bidding documents downloaded from the website, when their price is paid at the time of submission of bid.
- (4) Bidding documents purchased by Principal of any concern may be used by its authorized sole selling agents/ marketing agents/ distributors/ sub-distributors and authorized dealers or vice-versa.

20. Pre-bid clarifications: Subject to the provisions contained in section 22, the University may convene a pre-bid conference of the bidders and shall prepare minutes of the meeting containing the requests submitted at the meeting for clarification of the bidding documents and its responses to those requests, without identifying the person, who made the requests. The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take the minutes into account in preparing their bids, and shall be published on the State Public Procurement Portal.

21. Changes in the bidding documents: At any time prior to the deadline for presenting bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with provisions of section 23.

22. Period of validity of bids:

- (1) Bids submitted by the bidders shall remain valid during the period specified in the bidding documents. This period should normally be not more than ninety days, but depending on the nature of the procurement it may be more. A bid valid for a shorter period shall be rejected by the University as non-responsive.
- (2) Prior to the expiry of the period of validity of bids, the University, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of bid but in such circumstances bid security shall not be forfeited.

- (3) Bidders that agree to an extension of the period of validity of their bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its bid.

23. Format and signing of bids:

- (1) The bidder shall prepare one original set of the bidding documents called Bid and clearly mark it as "ORIGINAL" and if asked, the bidder shall submit additional copies of the bid in such number as specified in the bidding documents and clearly mark them as "COPY". In the event of any discrepancy between the original bid and its copies, the contents of the original bid shall prevail.
- (2) The original and all copies of the bid shall be typed or written in ink and its all the pages shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder, in token of acceptance of all the terms and conditions of the bidding documents. This authorization shall consist of a written confirmation as specified in the bidding documents and shall be attached to the bid.
- (3) Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- (4) Similar procedure for signing of bids shall be adopted for Technical and Financial bids, if two part bids have been invited.

24. Sealing and marking of bids:

- (1) Bidders may submit their bids by post or by hand but if so specified in the bidding documents, bidders shall submit their bids only electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedure as specified on the State Public Procurement Portal.
- (2) Bids submitted by post or by hand shall enclose the original and each copy of the bid in separate sealed envelopes, duly marked envelopes as "ORIGINAL", and "COPY". The envelopes containing the original and the copies shall then be enclosed in one single envelope.
- (3) The inner and outer envelopes shall-
 - (a) bear the name and complete address along with telephone/mobile number of bidder;
 - (b) bear complete address of the University with telephone number, if any;
 - (c) bear the specific identification of the bidding process pursuant to Notice Inviting Bids and any additional identification marks as specified in the bidding documents; and
 - (d) bear a warning not to be opened before the time and date for bid opening, in accordance with the Notice Inviting Bids.
- (4) If all envelopes are not sealed and marked as required, the procuring entity shall assume no responsibility about its consequences.
- (5) Similar procedure for sealing and marking of bids shall be adopted for Technical and Financial bids, if two part bids have been invited.

25. Deadline for the submission of bids:

- (1) Bids shall be received, by the person designated for the purpose by the procuring entity or directly dropped in the bid box, at the place and up to the time and date specified in the Notice Inviting Bids.
- (2) Normally, the date of submission and opening of bids should not be extended. In exceptional circumstances or when the bidding documents are required to be substantially modified as a result of discussions in pre bid conference or otherwise and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original Notice Inviting Bids and shall also be placed on the State Public Procurement Portal. It should be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their bids. The procuring entity shall also publish such modifications in the bidding documents in the same

manner as the publication of initial bidding documents. If in the office of the bids receiving and opening authority, the last date of submission or opening of bids is a non working day, the bids shall be received or opened on the next working day.

26. Late bids: The person authorized to receive the bids shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids. Any bid which arrives by post after the deadline for submission of bids shall be declared and marked as "Late" and returned unopened to the bidder by registered post.

27. Receipt and Custody of Bids:

- (1) The bids shall be received by hand delivery, by courier or by post in the specified format up to the specified time and date and at the specified place, by the person authorized by the University except when bids are received through e-procurement or they are directly dropped in the bid box.
- (2) The person authorized to receive the bids shall provide a receipt signed by him with date and time of receipt of bid to the person, who delivers the bid.
- (3) All bids received unsealed, in torn or damaged condition through post or by personal delivery shall be so marked and signed on the cover by the person receiving the same and get signed on it by the person delivering it and put in a fresh cover and reseal, if so warranted. All such entries shall be attested by the receiving person.
- (4) Preferably, all bids received shall be put into a duly locked bid box placed for receiving the bids. In the absence of a bid box, the received bids shall be kept in safe custody in lock and key by the person authorized to receive the bids.
- (5) The location of bid box shall be such as to facilitate easy access to bidders. The bid box shall have two sealed locks. The key of one of the locks shall remain with the procuring entity and the key of the other lock shall be with the person authorized to receive the bids.
- (6) Bids received by the authorized person on or before the time and date fixed for receipt of bids shall be entered in bids receipt register and the same shall be closed at the scheduled time and date giving in words and figures the number of bids received up to the last time and date for submission of bids.
- (7) The record of bids received late through post shall be entered in bids receipt register after closing the register as per sub-rule (6).
- (8) Bids received by telegram or given on form other than the prescribed form shall not be considered.
- (9) In case of e-tendering, that is to say bid proposals submitted through electronic methods, the same shall be submitted in accordance with the procedure outlined on the State Public Procurement Portal.

28. Withdrawal, substitution and modification of bids.-

- (1) A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by him or his authorized representative (authorization letter be enclosed). Corresponding substitution or modification of the bid must accompany the written notice. The notice must be-
 - (a) Submitted in accordance with the bidding documents, and in addition, the envelope shall be clearly marked as "Withdrawal," "Substitution," or "Modification"; and
 - (b) Received by the person authorized to receive the bids or directly dropped in the bid box prior to the last time and date fixed for receiving of bids.
- (2) Bids requested to be withdrawn shall be returned unopened to the bidders.
- (3) No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids.

29. Opening of bids:

- (1) The sealed bid box shall be opened by the bid opening committee constituted by the University at the time, date and place specified in the bidding documents in the presence of the bidders or their authorized representatives, who choose to be present.

- (2) The bids receiving person shall also hand over all the bids received by him up to the time and date for submission of bids to the Convener of bids opening committee and obtain its signature in the bids receipt register.
- (3) The bid opening committee may co-opt experienced persons in the committee to conduct the process of bid opening.
- (4) If electronic bidding is adopted, specific electronic bid opening procedure as specified on the State Public Procurement Portal shall be followed. The bidders may witness the electronic bid opening procedure online.
- (5) The bids shall be opened by the bids opening committee in the presence of the bidders or their authorized representatives who choose to be present. All envelopes containing bids shall be signed with date by the members of the committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as a/n, where 'a' denotes the serial number at which the bid envelop has been taken for opening and 'n' denotes the total number of bids received by specified time.
- (6) The bid opening committee shall prepare a list of the bidders or their representatives attending the opening of bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of bid opening comm. with date and time of opening of the bids.
- (7) First, envelopes marked as "WITHDRAWAL" shall be opened, read out, and recorded and the envelope containing the corresponding bid shall not be opened, but returned to the bidders. No bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and readout and recorded in bid opening. If the withdrawal notice is not accompanied by the valid authorization, the withdrawal shall not be permitted and the corresponding bid shall be opened. Next, envelopes marked as "SUBSTITUTION" shall be opened, read out, recorded and exchanged for the corresponding bid being substituted and the substituted bid shall not be opened, but returned to the bidder. No bid shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. Envelopes marked as "MODIFICATION" shall be opened thereafter, read out and recorded with the corresponding bid. No bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.
- (8) All other envelopes shall be opened one at a time and the following details shall be read out and recorded-
 - (a) the name of the bidder and whether there is a substitution or modification;
 - (b) the bid prices (per lot if applicable);
 - (c) the bid security, if required; and
 - (d) any other details as the committee may consider appropriate.After all the bids have been opened, they shall be initialed and dated on the first page of the each bid by the members of the bids opening committee. All the pages of the price schedule and letters, Bill of Quantities attached shall be initialed and dated by the members of the committee. Key information such as prices, delivery period, etc. shall be encircled and unfilled spaces in the bids shall be marked and signed with date by the members of the committee. The original and additional copies of the bid shall be marked accordingly. Alterations/corrections/additions/over writings shall be initialed legibly to make it clear that such alteration, etc., were existing in the bid at the time of opening.
- (9) No bid shall be rejected at the time of bid opening except the late bids, alternative bids (if not permitted) and bids not accompanied with the proof of payment or instrument of the required price of bidding documents, processing fee or user charges and bid security.

- (10) The bid opening committee shall prepare a record of the bid opening that shall include the name of the bidder and whether there is a withdrawal, substitution, or modification, the bid price, per lot (if applicable), any discounts and alternative offers (if they were permitted), any conditions put by bidder and the proof of the payment of price of bidding documents, processing fee or user charges and bid security. The bidders or their representatives, who are present, shall sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The members of the committee shall also sign the record with date.
- (11) In case of two part bids, only outer envelopes and envelopes marked as "Technical Bid" shall be opened in the sequence of the serial numbers marked on them. The envelopes marked as "Financial Bid" shall be kept intact and safe and shall be opened of only those bidders who qualify in the evolution of their Technical Bids in the manner as mentioned in sub-rule (3) to (10) above, on the date and time to be intimated to those bidders.
- (12) In case of two stage bidding the proposals received in response to invitation of Expression of Interest or Request for Qualification in the first stage shall be opened as per the procedure specified in sub-rules (3) to (10) for the opening of Single Part bid. The procedure for opening of second stage bids shall be similar to that for opening of Two Part bids, specified in sub-rule (11). In case Technical and Financial bids are invited in single envelop in second stage, the procedure for opening of the bids shall be as specified in sub-rule (3) to (10).

30. Preliminary examination of bids: The bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the-

- (1) bid is signed, as per the requirements listed in the bidding documents;
- (2) bid has been sealed as per instructions provided in the bidding documents;
- (3) bid is valid for the period, specified in the bidding documents;
- (4) bid is accompanied by bid security or bid securing declaration;
- (5) bid is unconditional and the bidder has agreed to give the required performance security; and
- (6) other conditions, as specified in the bidding documents are fulfilled.

31. Tabulation of Technical bids:

- (1) If Technical bids have been invited, they shall be tabulated by the bids evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding documents. The table may include following:-
 - (a) Name and address of the bidder including e-mail address, if any;
 - (b) Reference of registration/ empanelment, if any, with the procuring entity or other procuring entity;
 - (c) Is there any substitution or modification of the original bid;
 - (d) Whether the bidder fulfills the eligibility criteria given in the bidding documents;
 - (e) Whether the bid has been signed by the bidder or an authorized person (whether valid document of authority is enclosed);
 - (f) Whether proof of payment of price of bid documents given;
 - (g) Whether proof of payment of processing fee or user charges, if any, bid security or the instrument of bid security or bid securing declaration given;
 - (h) Response to the required qualification criteria and allotment of marks for them, or whether meets the minimum standards fixed for each criterion in the bidding documents for,-
 - (I) availability of financial resources;
 - (II) past performance and experience;
 - (III) technical and professional competence including requirement of technical/ professional/ specialist personnel and availability of required machinery and equipment;
 - (IV) managerial resources and competence;

- (V) whether proof/ declaration has been given as required under clauses (b) to (e) of sub-section (2) of section 7;
 - (VI) any other qualification criteria fixed in accordance with the provisions of section 7.
- (i) Result of evaluation of Technical bids, whether qualified or not, if not, reasons thereof.
- (2) The members of bids evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical bids and sign it.
 - (3) The format of the table given in sub-rule (1) may also be used, mutatis mutandis, for evaluation of proposals received in response to Registration/ Empanelment of bidders, Request for Qualifications/ Expression of Interest in first stage of Two-stage bidding process. This format may also be used, mutatis mutandis, for evaluation of Technical Bid in the second stage of the Two Stage bidding, if Technical bids have been invited separately.

32. Tabulation of Technical bids:

- (1) If Technical bids have been invited, they shall be tabulated by the bids evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding documents. The table may include following:-
 - (a) Name and address of the bidder including e-mail address, if any;
 - (b) Reference of registration/ empanelment, if any, with the procuring entity or other procuring entity;
 - (c) Is there any substitution or modification of the original bid;
 - (d) Whether the bidder fulfills the eligibility criteria given in the bidding documents;
 - (e) Whether the bid has been signed by the bidder or an authorized person (whether valid document of authority is enclosed);
 - (f) Whether proof of payment of price of bid documents given;
 - (g) Whether proof of payment of processing fee or user charges, if any, bid security or the instrument of bid security or bid securing declaration given;
 - (h) Response to the required qualification criteria and allotment of marks for them, or whether meets the minimum standards fixed for each criterion in the bidding documents for,-
 - (i) availability of financial resources;
 - (ii) past performance and experience;
 - (iii) technical and professional competence including requirement of technical/ professional/ specialist personnel and availability of required machinery and equipment;
 - (iv) managerial resources and competence;
 - (v) whether proof/ declaration has been given as required under clauses (b) to (e) of sub-section (2) of section 7;
 - (vi) any other qualification criteria fixed in accordance with the provisions of section 7.
 - (i) Result of evaluation of Technical bids, whether qualified or not, if not, reasons thereof.
- (2) The members of bids evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical bids and sign it.
- (3) The format of the table given in sub-rule (1) may also be used, mutatis mutandis, for evaluation of proposals received in response to Registration/ Empanelment of bidders, Request for Qualifications / Expression of Interest in first stage of Two-stage bidding process. This format may also be used, mutatis mutandis, for evaluation of Technical Bid in the second stage of the Two Stage bidding, if Technical bids have been invited separately.

33. Determination of responsiveness:

- (1) The bid evaluation committee shall determine the responsiveness of a bid on the basis of bidding documents and the provisions of sub-section (2) of section 7.

- (2) A responsive bid is one that meets the requirements of the bidding documents without material deviation, reservation, or omission where:
 - (a) “deviation” is a departure from the requirements specified in the bidding documents;
 - (b) “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents; and
 - (c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding documents.
- (3) A material deviation, reservation, or omission is one that,
 - (a) if accepted, shall:-
 - (i) affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - (ii) limits in any substantial way, inconsistent with the bidding documents, the procuring entity’s rights or the bidder’s obligations under the proposed contract; or
 - (b) if rectified, shall unfairly affect the competitive position of other bidders presenting responsive bids.
- (4) The bid evaluation committee shall examine the technical aspects of the bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- (5) The procuring entity shall regard a bid as responsive if it conforms to all requirements set out in the bidding documents, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding documents, or if it contains errors or oversights that can be corrected without touching on the substance of the bid.

34. Clarification of bids:

- (1) To assist in the examination, evaluation, comparison and qualification of the bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its bid. The committee’s request for clarification and the response of the bidder shall be in writing.
- (2) Any clarification submitted by a bidder with regard to its bid that is not in response to a request by the committee shall not be considered.
- (3) No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial bids.
- (4) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- (5) All communications generated under this rule shall be included in the record of the procurement proceedings.

35. Non-material Non-conformities in bids:

- (1) The bid evaluation committee may waive any non-conformity in the bid that do not constitute a material deviation, reservation or omission, the bid shall be deemed to be substantially responsive.
- (2) The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts, VAT clearance certificate, PAN, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its bid.
- (3) The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under sub-rule (2).

36. Exclusion of bids

A procuring entity shall exclude a bid in accordance with the provisions of section 25.

37. Evaluation of Technical bids in case of two part bids:

- (1) The criteria fixed for evaluation of technical bids shall be in accordance with the provisions of section 7 and clearly mentioned in the bidding documents so as to keep transparency in

selection process. The criteria once fixed for evaluation of technical bids shall not be changed or relaxed.

- (2) Techno-commercial qualifications of the bidders shall be evaluated in tabular form as per rule 57 on the basis of the weightings of marks assigned or minimum achievements fixed in the bidding documents for various criteria of qualifications in the area of professional, technical, financial, managerial competence, etc. i.e. like number of years of experience of the bidder in the subject matter of procurement, satisfactorily completion of similar contracts in past certain years, each valuing not less than specified percentage of the value of subject matter of procurement, financial turnover of the bidder in past certain years in relation to the value of subject matter of procurement, the value of orders in hand of the bidder at the time of submitting the bid relative to the value of subject matter of procurement, etc.
- (3) Bidders securing specified minimum percent of marks or have fulfilled minimum achievement norms may be considered to have technically qualified.
- (4) The number of firms qualified in technical evaluation should not generally be less than three. If the number is less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- (5) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial bids. This date should generally be not later than fifteen days from the date of issue of letter.

38. Correction of arithmetic errors in financial bids: The bid evaluation committee shall correct arithmetical errors in substantially responsive bids, on the following basis, namely: -

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

39. Evaluation of financial bids.- Subject to the provisions of section 27, the procuring entity shall take following actions for evaluation of financial bids:-

- (a) in case of single part bid system where bid is received in single cover along with requisite bid security, processing fee or user charges and price of bidding documents within specified time, it shall be considered for financial evaluation by the bids evaluation committee;
- (b) in case of two part bid system the financial bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- (c) the process of opening, marking and signing on the financial bids shall be as prescribed in rule 55;
- (d) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- (e) conditional bids are liable to be rejected;
- (f) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central / State Government / Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- (g) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order in case quality is also a criteria and the combined score of technical and financial evaluation is considered;

- (h) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rule 58 with its report on evaluation of financial bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous bid in other case;
 - (i) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured; and
 - (j) in case a rate contract is being entered, more than one firm at the same lowest rate may be considered to ensure uninterrupted delivery but for this purpose, counter offer of lowest rate will be given for acceptance to the bidders quoting higher rates in the order of ascending value.
- 40. Comparison of rates of firms outside and those in Rajasthan:** While tabulating the bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax shall be included in the rates of firms from outside Rajasthan for evaluation purpose.
- 41. Price / purchase preference in evaluation:** Price and / or purchase preference notified by the State Government and as mentioned in the bidding documents shall be considered in the evaluation of bids and award of contract.
- 42. Lack of competition:**
- (1) A situation may arise where, if after evaluation of bids the bid evaluation committee may end-up with one responsive bid only, in such situation, the bid evaluation committee should check as to whether while floating the Notice Inviting Bids all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of bids, etc. were fulfilled. If not, the Notice Inviting Bids should be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive bid, provided that-
 - (a) the bid is technically qualified;
 - (b) the price quoted by the bidder is assessed to be reasonable;
 - (c) the bid is unconditional and complete in all respects;
 - (d) there are no obvious indicators of cartelization amongst bidders; and
 - (e) the bidder is qualified as per the provisions of section 7.
 - (2) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, in which the concurrence of the accounts member shall be necessary.
 - (3) In case of dissent by any member of bid evaluation committee the next higher authority in delegation of financial powers shall decide as to whether to sanction the single bid or re-invite bids after recording reasons.
 - (4) If a decision to re invite the bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.
- 43. Negotiations:**
- (1) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
 - (2) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder under the following circumstances-
 - (a) when ring prices have been quoted by the bidders for the subject matter of procurement; or
 - (b) when the rates quoted vary considerably and considered much higher than the prevailing market rates.
 - (3) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
 - (4) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and email (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after

recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

- (5) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- (6) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work / supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only.
- (7) In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

44. Acceptance of the successful bid and award of contract:

- (1) The University after considering the recommendations of the bid evaluation committee and the conditions of bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- (2) Decision on bids shall be taken within original validity period of bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- (3) Before award of the contract, the University shall ensure that the price of successful bid is reasonable and consistent with the required quality.
- (4) A bid shall be treated as successful only after the competent authority has approved the procurement in terms of that bid.
- (5) The University shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding documents and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding documents for the subject matter of procurement.
- (6) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its bid has been accepted.
- (7) As soon as a bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- (8) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or Letter of Intent shall constitute a binding contract.
- (9) The bid security of the bidders whose bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

45. Information and publication of award: Information of award of contract shall be communicated to all participating bidders and published on the State Public Procurement Portal in accordance with provisions of sub-section (3) of section 27.

46. Procuring entity's right to accept or reject any or all bids: The Procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.

47. Right to vary quantity:

- (1) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased, but such increase shall not exceed twenty percent of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the bidding documents.
- (2) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- (3) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under-
 - (a) 50% of the quantity of the individual items and 20% of the value of original contract in case of works; and
 - (b) 25% of the value of goods or services of the original contract.

48. Dividing quantities among more than one bidder at the time of award: As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the bidding documents, shall not be deemed to be a negotiation.

49. Performance Security:

- (1) Performance security shall be solicited from all successful bidders except the department's of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government to execute an agreement in the Form 17 within a period of 7 days of receipt of order and performance security amount within 15 days from the date of despatch on which the acceptance of the tender is communicated will be deposited. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- (2) The amount of performance security shall be 5% of value of goods, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 10% of the amount of work order in case of procurement of works. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- (3) The earnest money deposited at the time of tender will be adjusted towards security amount. The Security amount shall in no case be less than earnest money.
- (4) No interest will be paid by the University of Kota on the security money.

- (5) Performance security shall be furnished in any one of the following forms-
- (a) Deposit through eGRAS;
 - (b) Bank Draft or Banker's Cheque of a scheduled bank;
 - (c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - (d) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security;
 - (e) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- (6) The security money shall be refunded within one month of the final supply of the items as per purchase order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the tenderer.
- (7) **Forfeiture of Security Deposit:** Security amount in full or part may be forfeited in the following cases :-
- (a) When any terms and conditions of the contract is breached.
 - (b) When the tenderer fails to make complete supply satisfactorily.
 - (c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the University in this regard shall be final.
- (8) The expenses of completing and stamping the agreement shall be paid by the tenderer and the University of Kota shall be furnished free of charge with one executed stamped counter part of the agreement.

50. Execution of agreement:

- (1) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- (2) The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- (3) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the Act and these rules. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.
- (4) The bidder shall be asked to execute the agreement on a non-judicial stamp of specified value at its cost.

51. Confidentiality: In addition to the restrictions specified in section 49, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

52. Cancellation of procurement process: If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

53. Documentary record of procurement proceedings:

- (1) Subject to the provisions of section 10, the procuring entity shall, in addition to record specified in clause (a) to (h) of sub-section (1) of the said section, maintain the following record, namely:-
 - (a) the names and addresses of all bidders with bid prices and conditions of bid if bid is conditional;
 - (b) the name and address of the successful bidder with price on which procurement is made;
 - (c) in case of rate contract method, the names and addresses of the bidders with whom the rate contract is concluded;
 - (d) a summary of modification, if any, made in the bidding documents;
 - (e) details of qualification required, bidders having qualifications and details of qualified or disqualified bidders with reasons;
 - (f) where a written procurement contract has been executed, including rate contract, copy of contract;
 - (g) in the case of empanelment, the terms and conditions of the empanelment and a copy of the agreement, if any;
 - (h) a summary of the evaluation and comparison of bids, including the application of any margin of preference and reasons for rejection or non-consideration of a bid, if any; and
 - (i) if the procurement process is cancelled, reasons of cancellation

54. Code of integrity:

- (1) All the officers or employees of the procuring entity shall,-
 - (a) maintain an unimpeachable standard of integrity both inside and outside their office;
 - (b) act in accordance with the provisions of the Act, these rules, guidelines issued under the Act and instructions;
 - (c) not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large;
 - (d) not intentionally use unnecessarily restrictive or “tailored” specifications, terms of reference or statements of work that can discourage competition;
 - (e) not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from the procuring entity;
 - (f) not have a financial interest in any bidder(s) responding to a procuring entity’s bidding process and any person having financial interest in any bidder shall not participate in that procurement process;
 - (g) not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorized to receive such information;
 - (h) treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process;
 - (i) provide all bidders identical information at the same time, during the bidding process;
 - (j) apply the same criteria of evaluation as specified in the bidding documents, bidder registration documents or pre-qualification documents and under no circumstances new evaluation criteria shall be introduced during the evaluation process;
 - (k) not entertain any favour, recreation, presents, services, etc. from the bidders or prospective bidders;
 - (l) protect the interests of the procuring entity under all circumstances while dealing with information and information sources;
 - (m) maintain confidentiality of all bids;
 - (n) ensure that the selection of bidder is as per the bidding documents and is not influenced by personal reasons attributable to concerned officials in any manner; and

- (o) disclose conflict of interest, if any.
- (2) Any person participating in procurement process shall,-
 - (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
 - (b) not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - (c) not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - (d) not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
 - (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - (f) not obstruct any investigation or audit of a procurement process;
 - (g) disclose conflict of interest, if any; and
 - (h) disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

55. Conflict of interest:

- (1) A conflict of interest for procuring entity or its personnel and bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- (2) The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following:-
 - (a) A conflict of interest occurs when procuring entity's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
 - (b) Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity's service or the receipt of a gift that may place the procuring entity's personnel in a position of obligation.
 - (c) A conflict of interest also includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favour.
 - (d) A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from procuring entity's personnel's actions or decisions.
- (3) A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-
 - (a) they have controlling partners in common;
 - (b) they receive or have received any direct or indirect subsidy from any of them;
 - (c) they have the same legal representative for purposes of the bid;
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
 - (e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or

- (f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

56. Breach of code of integrity by the bidder: Without prejudice to the provisions of Chapter IV of the Act, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of subsection (3) of section 11 and section 46.

57. Form of Appeal:

- (1) An appeal under sub-section (1) or (4) of section 38 shall be in Form along with as many copies as there are respondents in the appeal.
- (2) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (3) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

58. Fee for filing appeal:

- (1) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (2) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

59. Procedure for disposal of appeal:

- (1) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (2) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (a) hear all the parties to appeal present before him; and
 - (b) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (3) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (4) The order passed under sub-rule (3) shall also be placed on the State Public Procurement Portal.

60. Repeal and savings: All rules, regulations, orders, notifications, departmental codes, manuals, by-laws, official memoranda or circulars relating to procurement of goods, services or works provided for in these rules, which are in force on the date of commencement of these rules, in relation to the matter covered by these rules are hereby repealed to the extent they are covered by these rules:

Provided that such repeal shall not affect the previous operation of rules, regulations, orders, notifications, departmental codes, manuals, by-laws, official memoranda or circulars, so repealed and the procurement process commenced before the commencement of these rules shall continue as per the provisions of rules, regulations, orders, notifications, departmental codes, manuals, by-laws, official memoranda or circulars, so repealed.

FORM No. 1

[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal Noof
Before the (First / Second Appellate Authority)

1. Particulars of appellant:
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential address:
2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:

.....

.....

.....(Supported by an affidavit)
7. Prayer:

.....

.....

Place

Date

Appellant's Signature

Other Terms and Conditions of Tender and Contract for Open Tender

1. **"Tenders by bona-fide dealers:"** Tenders shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration in the SR FORMS 11.

SR FORM-11

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.

Signature of Tenderer with Rubber Stamp

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

2. (i) Any change in the constitution of the firm, etc., shall be notified forthwith by the contractor in writing to the Registrar, University of Kota and such change shall not relive any former member of the firm, etc., from any liability under the contract.
(ii) No new partner/partners shall be accept in the firm by the contractor in respect of the contract unless he/they agree to avoid by all its terms, conditions and deposit with the Registrar, University of Kota a written agreement to this effect. The contractors receipt for acknowledgement 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.
3. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
4. **Sales Tax Registration and Clearance Certificate:** No Dealer who is not registered under the Sales Tax Act prevalent in the State where his business is located shall tender. The Sales Tax Registration Number should be quoted and a 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. **Income Tax Clearance Certificate:** Tenderers will have to submit an Income Tax Clearance Certificate from the Income Tax Officer of the circle concerned along with the tenders without which tender may not be considered

6. All rates quoted must be FOR destination (University of Kota, Kota) and should include all charges including Central / Rajasthan Sales Tax, etc. which should be shown separately. In case of local supplies, the rates should include all taxes *etc.* and no 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. A certificate in the prescribed form will be furnished along with the supply order.
7. **Validity** : Tenders shall be valid for a period of three months (90 days) from the date of opening of Tender.
8. **Specifications:**
 - (i) All articles supplied shall strictly conform 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) The supply of articles marked with asterisk/at serial number....., shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderers.
 - (iii) **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 36 months from the date of installation of the goods. If during the aforesaid period of 36 months the said goods are discovered not to conform to the description and quality aforesaid, the purchaser will be entitled to reject the said goods 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.
 - (iv) 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.*
 - (v) 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.
9. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If the supplier has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., the supplier shall, before signing the contract, refer the same to the Registrar and get clarifications.
10. 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.

11. Firm should submit guarantee for a minimum period of three years with spare parts and onwards AMC/CMC for five years @ of value for three years with spare parts % increase in subsequent years.

12. 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.*

13. 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.

14. 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 Purchase Officer 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
- (iii) 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.

15. 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.

16. 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.

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

18. Delivery period:

- (i) The tenderer whose tender is accepted shall arrange supplies within a period of 60 days (for Indian goods) / 90 days (if some parts of goods are foreign and same for completely imported goods / items *i.e.* 90 days) from the date of issue of supply order and the installation must be ensured within 90 days (for Indian goods) / 120 days (for foreign goods) from the date of supply order as under:-

| S. No. | Items | Quantity | Delivery Period |
|--------|-------|----------|-----------------|
| | | | |

The date of receiving of goods at University of Kota will be taken as date of delivery for this purpose.

- (ii) **Extent of quantity–Repeat orders:** If the orders are placed in excess of the quantities shown in tender the notice, the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do so, the University of Kota shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.

- (iii) If the University of Kota 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.
 - (iv) 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.
19. (i) All goods must be sent freight paid through Railways or goods transport.
- (ii) In case supply is desired to be sent by the University by passenger train the entire railway freight will be borne by the tenderer.
- (iii) Remittance charges, on payment made, shall be borne by the tenderer.
- 20. Insurance:**
- (i) 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.
 - (ii) The articles may also be got insured at the cost of the Purchaser, if so desired by the Purchaser, in such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.
- 21. 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.
22. If required, 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. PBG and security deposit would be remitted after one year of completing the process of satisfactory installation and commissioning of the instrument.
23. (i) 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.
- (ii) **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%.
 - (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) The maximum amount of liquidated damages shall be 10%.
 - (III) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 - (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.

- 24. 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/damaged or for rejected articles unless these are replaced satisfactorily. In case of failure in satisfactory replacement by the supplier, the amount of liquidated damages shall be recovered from his dues and security deposit available with the University. The balance, if any, shall be demanded from the supplier and when recovery is not possible, the University shall take recourse to law in force.
- 25.** Tenderers must make their own arrangements to obtain import licence, if necessary.
- 26.** 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 of Kota.
- 27.** The University of Kota 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 of stores to more than one firm/supplier.
- 28.** The tenderer shall furnish the following documents at the 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.
- 29.** 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 **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.
- 30.** 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.
- 31.** Complete literatures along with the catalogue and technical data must be enclosed with the tender to facilitate the technical expert in selection of items.
- 32.** 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.
- 33.** 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.

"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.

34. All rights should be reserved with University of Kota.

Registrar
University of Kota

Signature of Tenderer with Rubber Stamp

Tabulation of Technical Bid

Name of the Firm:

Name of Equipment / Instrument / Item:

| Name of Instrument / Equipment with Required Specifications of the Instrument/Equipment/Item (mentioned 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 |
|---|---|---|---|
| Mass Spectrometer Component | | | |
| Mode (MS and MS/MS): <ul style="list-style-type: none"> • Triple Quadrupole GC-MS having full scan, selected ion monitoring (SIM), combined full scan/SIM, selected reaction monitoring (SRM), multiple reaction monitoring (MRM) and other related modes. | | | |
| Ion Source Type: <ul style="list-style-type: none"> • EI and CI (PCI & NCI) source with repeller, source lenses, RF lens and dual filaments in all ionization modes, programmable up to 300°C or higher • The system should have efficient technology / design to reduce excited neutral background to single counts per scan without requiring signal thresholding, background subtraction or smoothing | | | |
| Source Access: <ul style="list-style-type: none"> • It is preferable to have facility to remove entire source or change ionization modes without venting the vacuum. | | | |
| Software Features: <ul style="list-style-type: none"> • SRM development • Tool for import SIM and SRM acquisition tables in comma-separated-values formats into SRM and instrument method • Acquisition window adjustment based on retention time • Compound-based acquisition method setup • Customizable automated tuning | | | |
| Injection Port: <ul style="list-style-type: none"> • Select up to 2 or more injectors: Split / Splitless (SSL), Programmable Temperature Vaporization (PTV) or others | | | |
| Mass Analyzer: <ul style="list-style-type: none"> • Quadrupole should have heated, off-axis or hyperbolic or solid, homogeneous, non-coated, maintenance-free quadrupole rods for ion guide to separate them for noise reduction • Fast quadrupole scanning up to 20,000u/s or wider | | | |
| Mass Resolution: <ul style="list-style-type: none"> • Automatic tuning down to 0.4u and lower • Selectable SRM/MRM resolution settings in method at auto-tune value, 1.5u and 2.5u or better | | | |
| Mass Axis Stability: <ul style="list-style-type: none"> • ±0.1 amu or better over 48 hours | | | |
| Detector: <ul style="list-style-type: none"> • With off-axis 10kV dynode and discrete dynode electron multiplier, electrometer or triple axis detector with long life triple channel • linear range of >10⁶ | | | |
| Collision Energy Range: <ul style="list-style-type: none"> • 0–60eV or variable | | | |

| | | | |
|--|--|--|--|
| Collision Cell Gas Pressure: <ul style="list-style-type: none">• Electronically controllable | | | |
| Mass Range (m/z): <ul style="list-style-type: none">• up to 1050amu or wider range | | | |
| Scanning Capabilities: <ul style="list-style-type: none">• Up to 20,000u/s or wider• Ability to acquire more than 60 scans/s in fast scan when scanning over a range of 120u• 0.5ms or better minimum SRM dwell times• Up to 800 SRM transitions/s or better | | | |
| Pumping Systems: <ul style="list-style-type: none">• High-capacity (>250 L/s), dual-stage turbo-molecular pump• Mechanical rotary vane oil pump• Foreline convectron gauge• Oil-free scroll pump (optional)• Ion gauge (optional) | | | |
| Electron Energy: <ul style="list-style-type: none">• Adjustable from 0eV to 150eV or wider range | | | |
| Emission Current: <ul style="list-style-type: none">• Up to 250µA or higher | | | |
| Transfer Line Temperature: <ul style="list-style-type: none">• Up to 300°C or higher | | | |
| Gas Chromatograph Component | | | |
| Auto Injector: <ul style="list-style-type: none">• With required specifications. | | | |
| Auto-samplers (optional): <ul style="list-style-type: none">• Direct insertion probe bypassing the GC oven for front loading of the sample into MS system in liquid, solid & powder form (without solubilize the sample) with temperature programming facility.• minimum 8 vials with upgradable to 100 vials | | | |
| GC Detector: <ul style="list-style-type: none">• Flame ionization detector• 450°C or more operating temperature• Minimum detected quantity (sensitivity) : <1.5pg C/seconds or better with dodecane or with other reference.• Linear dynamic range: 10⁶ or better | | | |
| Instant Connect Modules: <ul style="list-style-type: none">• Split/Splitless, Programmed Temperature Vaporizing (PTV) or other module should be available• Integrated backflush (optional) for both S/SL and PTV• Digitally controlled carrier gas with gas saver and septum purge | | | |
| Oven Temperature: <ul style="list-style-type: none">• Operating temperature range: ambient 3°C to 450°C or more | | | |
| Oven Performance: <ul style="list-style-type: none">• Operating range: Ambient +3°C to 450°C or more• Number of ramps/plateaus: 20/21 or better• Cryogenic Option Minimum Temperature: -100 °C with LN₂; -50 °C with liquid CO₂• Maximum heating rate: 125°C/min or better• Oven cool-down: 450 °C to 50 °C in < 4 min or better | | | |
| Capillary Flow Technology: <ul style="list-style-type: none">• Effluent splitting, back flushing, column switching | | | |
| GC Analytical Performance: | | | |

| | | | |
|---|--|--|--|
| <ul style="list-style-type: none"> Retention time repeatability: <0.0008 min or better Peak area repeatability: <0.5% RSD or better Pressure set points minimum increments: 0.01kPa-0.001 psi in all ranges | | | |
| Hydrogen Kit Option: <ul style="list-style-type: none"> Optional Hydrogen Kit (includes hydrogen sensor and ion volume) required for use with hydrogen carrier gas on the system | | | |
| Instant Connect Helium Saver Module: <ul style="list-style-type: none"> Compatible when connected to a GC Save helium during the analytical run and when instrument is idle Analytical conditions remain the same; methods remain intact Realize significant savings in helium supply throughout the lifetime of GC or GC-MS instrument | | | |
| Micro-fluidics Options: <ul style="list-style-type: none"> for easier column replacement without venting the system Dual detector kit for splitting column effluent to two detectors (including MS) Consists of low-volume, highly inert technology with finger-tight connectors | | | |
| Direct Sample Probe System: <ul style="list-style-type: none"> Switch to probe in < 3 min with GC undisturbed Available in two styles: rapid heating filament Direct-Exposure Probe (DEP, capable of flash vaporization or pyrolysis at up to 1600°C) or slower volatilization Direct-Insertion Probe (DIP) capable of accommodating powders and solid samples in a quartz or aluminum crucible up to 450°C or higher | | | |
| Data System Software: <ul style="list-style-type: none"> Software for routine GC, GC-MS quantification Capable of working both online and offline for data acquisition and manipulation. GC and MS/MS system should be integrated with the same workstation for simultaneous settings and programming. Provision of Auto tune (to optimize MS parameters automatically) and Manual tune (tuning programs) Software for Environmental and Food Safety with Compound Data Base of over 1300 pesticide SRM transitions Software for Clinical Research Software for Forensic Toxicology Commercial mass spectral library options, including NIST/Wiley libraries; Mass Spectral and GC Data of Drugs, Poisons, Pesticides, Pollutants and their Metabolites (Maurer-Pfleger-Weber library) | | | |
| Standard Installation Specifications (Helium as carrier gas): <p>Electron Ionization SRM:</p> <ul style="list-style-type: none"> Minimum signal-to-noise for the transition from m/z 272 to m/z 222: 6,000:1 or better when 1.0μL or less octafluoronaphthalene (OFN) is used. | | | |
| <p>Positive Ion Chemical Ionization SRM:</p> <ul style="list-style-type: none"> Minimum signal-to noise for the transition from m/z 183 to m/z 105: 2500:1 or better when 1μL of 5pg/μL | | | |

| | | | |
|--|--|--|--|
| benzophenone (BZP) is used. | | | |
| Reference Specifications: Electron Ionization Full Scan: <ul style="list-style-type: none"> 1µL of 1pg/µL OFN will produce the following minimum signal-to-noise for <i>m/z</i> 272 when scanning from 50-300u: 1,500:1 or better | | | |
| Positive Ion Chemical Ionization SRM: <ul style="list-style-type: none"> 1µL of 100fg/µL BZP-D10 will produce the following minimum signal-to-noise for the transition from <i>m/z</i> 193 to <i>m/z</i> 110:200:1 or better | | | |
| Negative Ion Chemical Ionization Full Scan: <ul style="list-style-type: none"> 1µL of 1pg/µL OFN will produce the following minimum signal-to-noise for <i>m/z</i> 272: 10,000:1 or better | | | |
| Negative Ion Chemical Ionization SIM: <ul style="list-style-type: none"> 1µL of 100fg/µL OFN will produce the following minimum signal-to-noise for <i>m/z</i> 272: 4,000:1 or better | | | |
| Instrument Detection Limit: <ul style="list-style-type: none"> 24fg or less OFN derived at the 99% confidence level from area precision of eight sequential injections of 1µL, 10fg/µL OFN acquired in EI SRM for the transition <i>m/z</i> 272 to <i>m/z</i> 222 | | | |
| PC with Printer: <ul style="list-style-type: none"> Data station: Intel core i5 or higher processor, 2.0GHz or more, 4 or more GB RAM, 500GB hard disk, light scribe compatible DVD writer, 18.5" LCD display, Windows 7 or higher, A4 printable laser printer. | | | |
| UPS: <ul style="list-style-type: none"> Suitable Online constant voltage (220 volts) 10KVA UPS with one hour backup. | | | |
| Accessories and consumables (both essential and optional): <ul style="list-style-type: none"> Columns of length 30m with 0.25mm ID and 0.25µm film thickness or other columns for better performance in the analysis of food & food products, chemicals, pharmaceuticals, agrochemicals, petrochemicals, water, pollutants, etc. (one each for polar, medium polar and non-polar systems). Syringe for manual and auto sampler injection. Auto sampler vials with screw cap. Septa for injector, rings for injector liner, Split vent trap Filaments, Inlet liner (with glass / quartz wool at optimum position) for Split, Split less and PTV Gas Purification Panel with Traps Soap Bubble Flow Meter, Other required accessories | | | |
| Warranty: <ul style="list-style-type: none"> Minimum Three Years | | | |
| Note: All manufacturer / dealer / supplier are advised to offer all the additional features along with essential and optional accessories to improve productivity, reduce working time, improved method development and ease of analysis of the substances. Technical Committee of the Department of Pure & Applied Chemistry is free to disqualify any manufacturer / dealer / supplier of the instrument / item on the basis of the higher or advanced technical specifications quoted by the other manufacturer / dealer / supplier besides that the disqualifying manufacturer / dealer / supplier fulfils all minimum technical specifications. All manufacturer / dealer / supplier are also advised to quote item wise price of all essential and optional accessories and consumables including the basic instrumental configuration. All manufacturer / dealer / supplier are advised to offer higher model also. | | | |

Tabulation of Financial Bid

Name of the Firm:

Name of Equipment / Instrument / 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 | | | |
| 6. | Alternative offers | | | |
| | 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) | | | |

AGREEMENT
(See Rule 68)

An agreement is made on the ----- Day of ----- Month of Year 2015 between -----
----- (hereinafter called "**the approved supplier**", which expression shall, where the context so admits, be deemed to include his/her successors, executors and administrators of the one part and the University of Kota, Kota (herein after called "**the Client**" which expression shall, where the context so admits, be deemed to include its successors in office and assigns) of the other part.

2. Whereas the approved supplier has agreed with the University of Kota, Kota to supply to the _____ at its Head Office, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column _____ of the said schedule.
3. And whereas the approved supplier has deposited a sum of Rs. _____ in _____.
- (1) Cash/Bank Draft/Challan no./Banker Cheque No. _____ dated _____.
 - (2) Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority.
 - (3) National Savings Certificates/Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pleased under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.
4. Now these Presents witness:
- (1) In consideration of the payment to be made by the University of Kota, Kota through _____ at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in _____ and _____ thereof in the manner set forth in the conditions of the tender and contract.
 - (2) The conditions of the tender and contract for open tender enclosed to the tender notice No. _____ dated _____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
 - (3) Letters Nos. _____ received from tenderer and letters nos. _____ issued by the University of Kota, Kota and appended to this agreement shall also form part of this agreement.
 - (4) (a) The University of Kota, Kota do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the Government will through _____ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
(b) The mode of Payment will be as specified below:-
 1. _____
 2. _____
 3. _____

5. The delivery shall be effected and completed within the period noted below from the date of supply order:-

| S. No. | Items | Quantity | Delivery period |
|--------|-------|----------|-----------------|
| | | | |

6. (1) (i) 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 :-
- (a) Delay up to one fourth period of the prescribed delivery period : 2½%
 - (b) Delay exceeding in one fourth but not exceeding half of the prescribed delivery period : 5%
 - (c) Delay exceeding one fourth but not exceeding three fourth of the prescribed delivery period: 7½%
 - (d) Delay exceeding three fourth of the prescribed delivery period : 10%
- Note :** (i) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (ii) The maximum amount of agreed liquidated damages shall be 10%
 - (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply

order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

(2) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the University of Kota, Kota and the decision of the University shall be final.

In witness whereof the parties hereto have set their hands on the..... day ofmonth of Year 2015.

Signature of the approved supplier.
Designation
Date:

Signature for and on behalf of the University
Designation
Date:

Witness No. 1

Witness No. 1

Witness No.2

Witness No.2