

JAI NARAIN VYAS UNIVERSITY, JODHPUR
NOTICE INVITING TENDER (e-bid)

NIT No. JNVU/BD/M/1471


Dated: 07/03/2019

Single stage, two cover e-bids are invited for the **Supply and Installation of Laboratory Equipments and research items** for Department of Botany, Jai Narain Vyas University, Jodhpur, Rajasthan, India under DBT-Twinning Project. Details may be seen in the Bidding Document at the website <http://www.eproc.rajasthan.gov.in> or www.sppp.rajasthan.gov.in. The details of items are as under:

Sr. No.	Item	Quantity	Estimated Cost	EMD @2%
1.	High tech poly house-size 16 X 32 feet	One unit	Rs. 5,02,000/-	Rs. 10,040/-
2.	Growth chamber/glass house size: 14' X 10' X 10': 8' feet (L X W X H on one side; at other side)	One unit	Rs. 2,66,000/-	Rs. 5,320/-
3.	High capacity (1000 lits) vertical refrigerators (1-10 degree Celsius) with stabilizer	One unit	Rs. 2,30,000/-	Rs. 4600/-

Project (DBT-Twinning Project)	Tender for Supply and Installation of Laboratory Equipments and research items for Department of Botany, Jai Narain Vyas University, Jodhpur
Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Tendering Authority/ Purchaser	Registrar, Jai Narain Vyas University, Jodhpur
Cost of Tender Document (non-refundable)	Rs. 1000 + 180 (18% GST)/- (Total Rupees One Thousand one hundred eighty only)
RISL processing fee (non-refundable)	Rs. 500/- (Rupees Five hundred only)
Total Estimated Cost	Rs. 9,98,000/- (Rupees Nine lakh ninety eight thousand only)
Earnest Money Deposit (EMD)	2% of equipment/item cost
Bid Document Download Start Date/Time	09-03-2019 (4:00 PM onwards)
Bid Submission Start Date/Time	09-03-2019 (4:00 PM onwards)
Bid Document Download End Date/Time	25-03-2019 (4:00 PM)
Bid submission End Date/ Time	25-03-2019 (4:00 PM)
Submission of Demand Draft for Tender Fee, EMD, and Processing Fee	25-03-2019 (5:00 PM)
Technical Bid Opening Date/Time	26-03-2019 (11:00 AM)
Financial Bid Opening Date/Time	As per Portal
Websites for downloading Tender Document, Corrigendum's, Addendums, etc.	http://eproc.rajasthan.gov.in and www.sppp.rajasthan.gov.in
*In case, any of the bidders fails to physically submit the Demand Draft for Tender Fee, EMD, and RISL processing fee up to 5:00 PM on 25-03-2019, its Bid shall not be accepted. For RISL processing fees Demand Draft should be drawn in favor of "Managing Director RAJCOMP Info Services Ltd" payable at Jaipur and for Tender Fee & EMD should be drawn in favor "Registrar, Jai Narain Vyas University" Payable at Jodhpur from any Scheduled Commercial Bank.	

NOTE: The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" and the "Rajasthan Public Procurement Rules, 2013" under the said act have come into force which are available on the website of State Public Procurement Portal www.sppp.rajasthan.gov.in. Therefore, the bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If, there is any discrepancy between the provisions of the Act and Rules and this Bidding document, the provisions of the law shall prevail.


Registrar, Jai Narain Vyas University
Registrar
Jai Narain Vyas University
Jodhpur

JAI NARAIN VYAS UNIVERSITY, JODHUR
GUIDELINES FOR NOTICE INVITING E-BIDS

- 1) Registrar, Jai Narain Vyas University invites tenders for "Supply and Installation of Laboratory Equipments and research items for Department of Botany, Jai Narain Vyas University, Jodhpur, Rajasthan, India under DBT-Twinning Project" who meet the minimum eligibility criteria as specified in this bidding document.
- 2) The complete bidding document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.
- 3) Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in>
- 4) To participate in online bidding process, bidders must procure a Digital Signature Certificate (DSC, Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 5) A single stage two cover (Technical and Financial) selection procedure shall be adopted.
- 6) Bidder (authorized signatory) shall submit their offer online in Electronic formats both for technical and financial proposal. However, DD for Tender Fees; RISL Processing Fees and EMD should be submitted physically at the office of procuring entity as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid cover.
- 7) The University shall not be responsible for any delay in submission of the Bids/Documents.
- 8) Bidders are also advised to refer "Bidders manual Kit" available at e-Proc website for further details about the e-tendering process.
- 9) Training for the bidders on the usage of e-Tendering System (e-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.
- 10) No contractual obligation whatsoever shall arise from the RFP/bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidders.
- 11) Department disclaims any factual or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.
- 12) The Provisions of "The Rajasthan Transparency in Public Procurement Act, 2012 & The Rajasthan Transparency in Public Procurement rules 2013" will also apply.
- 13) The procuring entity reserves the right to accept or reject any bid and to cancel the bidding Process and reject all bids without assigning any reason at any time prior to contract award without thereby incurring any liability to the bidders.
- 14) The cost of equipment must be given in Indian Rupees only. Bidder must clearly mention the discount offered (if any) on the equipment in the tender document.
- 15) Bidder must clearly mention the warranty period and the charges for service thereafter in the tender document. These must not be clubbed with the actual price of equipment.


Registrar, Jai Narain Vyas University

Registrar
Jai Narain Vyas University
Jodhpur

Page 2 of 37

**JAI NARAIN VYAS UNIVERSITY, JODHUR
DEPARTMENT OF BOTANY**

TENDER FORM

1. Tender for **Supply and Installation of Laboratory Equipments and research items for Department of Botany, Jai Narain Vyas University, Jodhpur, Rajasthan, India under DBT-Twinning Project.**
2. Name and Registered Office postal address of the firm who submitted the Tender.
.....
Telephone No.....Fax.....
Mobile.....
Email.....
Website.....
Year of Establishment.....
Nature of the Firm: Government/ Public/ Private/ Partnership
No. of years providing service.....
Previous Experience (Attach Certificate)
GST Registration No.....(Enclose copy of Certificate)
PAN No.(Enclose copy)
3. Addressed to the **Department of Botany, Faculty of Science, New Campus Pali Road, Jai Narain Vyas University, Jodhpur-342001, Rajasthan, India**
4. The tender form fees Rs.1180/- has been deposited vide Demand No.....
5. The RISL Processing fees Rs. 500/- has been deposited vide Demand No.....
6. We agree to abide by all the Terms & conditions mentioned in tender notice No. Dated..... issued by the **Registrar JNVU** and also agree to further terms and conditions of the said tender notice given in attached sheets (all the pages of which has been signed with stamp by us in token of our acceptance of the terms & conditions mentioned therein.) Unsigned tender will be rejected.
7. Goods will be delivered in stipulated delivery period at **Botany Department, JNVU.**
8. Bank Draft/deposit No. Dated drawn on (Name of Bank)as Bid Security/EMD is enclosed.
9. G.S.T. Registration and GST Clearance certificate (latest) from the concerning commercial taxes officer is submitted herewith.
10. Authorization letter issued by manufacturer / importer is enclosed.
11. Annual Turnover during last three years (attach audited balance sheet) is enclosed.
12. Declaration and Undertaking is enclosed.
13. Technical Bid Compliance sheet is enclosed.
14. We agree for years warranty period (With Spare Parts).

**Signature of
Tenderer
With Rubber
Stamp**

JAI NARAIN VYAS UNIVERSITY, JODHUR
DEPARTMENT OF BOTANY

CONDITION OF TENDER AND CONTRACT FOR OPEN TENDER

Note: Tenderer should read these conditions carefully and comply strictly while sending their tenders.

1. Bidder (authorized signatory) shall submit their offer online in Electronic formats both for technical and financial proposal. However, DD for Tender Fees; RISL Processing Fees and EMD should be submitted physically at the office of procuring entity as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid cover.
2. **“Tenders by Bona-fide dealers”**- Tenders shall be given only by bona-fide manufacturer/ Authorized Dealer- Distributor in the goods. They shall, therefore, furnish a declaration in the **Annexure-1**.
3. (i) Any change in the constitution of the firm, etc, shall be notified forth with by the contractor in writing to the purchase officer 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 accepted in the firm by the contractor in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposit with the purchase officer 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 to discharge for any of the purpose of the contract.
4. **G.S.T. Registration Certificate and applicable tax clearance certificate –The GST Registration Number should be mentioned in Technical Bid.** Dealer who is not registered under the GST Act will not be eligible for participating in tender.
5. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender before online uploading the technical bid.
6. Rate shall be filled online as per column given in online BOQ format only.
7. All rates quoted must be FOR destination and should include all incidental charges octroi, SGST/CGST which should be shown separately. In case of local supplies the rates should include all taxes, etc. The delivery of the goods shall be given at the premises of **Botany, Department JNVU** as per work order.
8. **Validity.** – Tenders & Rates shall be valid for a period of 90 days from the date of opening of tender.
9. The approved supplier shall be deemed to have carefully examined the conditions, specification, size, make and drawings, etc. of the goods/items to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawings, etc. he shall, before signing the contract, refer the same to the purchase officer and get clarifications.
10. The contractor shall not assign or sub-let his Contract or any substantial part thereof to any other agency.
11. The Tendering Authority shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
12. **Specifications-** (i) **All article supplied shall strictly conform to the specifications**, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.

(ii) The supply of articles shall in addition, conform strictly to the approved, samples if demanded by Technical Committee. The decision of the technical 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 clause.-** The tenderer would give warranty that the goods/stores/articles would continue to conform to the description and quality as specified for a period of 36 months from the date of installation/delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and / or approved the said goods/stores/articles, if during the aforesaid period of 36 months, the said goods/stores/articles be discovered not to confirm to the description and quality aforesaid or have determined (and the decision of the purchase officer will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to confirm to the said description and quality, on such rejection the goods/articles/stores will be at the sellers risk and all the provision relating to rejection the 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 Purchase Officer otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition here in contained. Nothing here in contained shall prejudice any other right of the purchase officer in that behalf under this contract of otherwise.

(iv) In case of machinery and equipment also, warranty will be given as mentioned in this clause.

(v) Above and the tenderer shall during the warranty 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 equipment in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

(vi) In case of machinery and equipment specified by the purchase officer 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 their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the purchase officer who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

13. Inspection.- (a) The Purchase Officer 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.

(b) The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from bankers will be necessary.

14. The bidder may be asked to demonstrate the technique, procedure and utility of equipment as per specifications given in the bid document before the technical committee.

15. Supplies when received shall be subject to inspection to ensure whether they conform to

the specification or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories or reputed testing house and the supplies will be accepted only where the articles conform of the standard of prescribed specification as a result of such test.

16. 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 good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
17. The contract for the supply can be repudiated at any time by the purchase officer, 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.
18. **Rejection-** (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the purchase officer.
(ii) If however due to exigencies of **Botany Department, JNVU** 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 amounts 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 Purchase Officer 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.
19. Direct or indirect canvassing on the part of the tenderer or his representative will disqualify.
20. **(i) Delivery period:-** The tenderer whose tender is accepted shall arrange supplies within a period of 90 days from the date of supply order.
21. **Right to vary quantity:-**
 - (1) If the procuring entity does not procure any subject matter of procurement of procures less than the quantity specified in the bidding documents due the change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
 - (2) Orders of extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, up to 50% of the value of the original contract, if allowed in the bidding documents. The fair market value of such extra items payable by the procuring entity to the contractor shall be determined by the procuring entity in accordance with guidelines prescribed by the administrative department concerned.
 - (3) Orders for additional quantities may be placed, if allowed in the bidding documents, on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased.
 - (4) The limits of the orders for additional quantities shall be as under :-
 - (a) 50% of the quantity of the individual items and 50% of the value of original

contract in case of works; and

(b) 50% of the value of goods or services of the original contract.

22. Provided that in exceptional circumstances and without changing the scope of work envisaged under the contract, a procuring entity may procure additional quantities beyond 50% of the quantity of the individual items as provided in the original work order with prior approval of the Administrative Department concerned as follows :-

- (i) The procuring entity shall obtain prior approval for revised requirements from the competent authority for reasons to be recorded in writing. Wherever necessary, due to the quantum of orders for additional quantities, the procuring entity shall obtain prior and revised technical, financial and administrative sanctions from the competent authorities ;
- (ii) That the additional quantities so procured shall be part and parcel of the work being executed ;
- (iii) That the limit of 50% of the value of original contract shall not be exceeded in any case.

23. (i) The time specified for delivery in the tender form shall made 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 Purchase Officer.

(ii) **Liquidated damages:-** In case of extension in the delivery period with liquidated damages the Recovery shall be made on the basis of following percentage of value of store which the tenderer has failed to supply;-

- | | |
|---|------|
| (1) (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 period | 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% |

(2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

(3) The Maximum amount of liquidated damages shall be 10%

(4) 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 who placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

(5) 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.

24. Bid Security:- Tender shall be accompanied by a Bid Security without which tenders will not be considered. The amount should be deposited in either of the following forms (Bank Drafts/Bankers Cheque of the Scheduled Bank) in favor of **Registrar, Jai Narain Vyas University, Jodhpur**

- (i) **Refund of Bid Security:** - The Bid Security of unsuccessful tenderer shall be refunded soon after final acceptance of tender.
- (ii) **Partial exemption from Bid Security:** - Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of Bid Security in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy there of duly attested by any Gazetted Officer from the Director of Industries Rajasthan, at the rate of ½% of the estimated value of the tender shown in NIT.

Duly attested copy of competency Certificate issued under price preference rules

as well as copy of PMT Registration of SSI Unit issued by the department of industries, Rajasthan in respect of stores for which they are registered. Firm will furnish affidavit worth Rs. 100 as per **annexure 7** under preference to Industries of Rajasthan Rules in respect of stores which they are registered (**Annexure 7**).

- (iii) The Central Government and Government of Rajasthan Undertaking need not furnish any amount of Bid Security.
- (iv) The Bid Security/Performance security lying with the Department/office in respect of other tenders waiting for approval or rejected or on account of contract being completed will not be adjusted towards Bid Security/performance security for the fresh tenders. The Bid Security may however, be taken into consideration in case tenders are re-invited.
- (v) **Forfeiture of Bid Security :-** The Bid Security will be forfeited in the following cases:
 - a. When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
 - b. When tenderer does not execute the agreement if any, prescribed within the specified time.
 - c. When the tenderer does not deposit the performance security after the supply order is given.
 - d. When he fails to commence the supply of the items as per supply order within the time prescribed.

25. Agreement and Performance Security

- (a) Successful tenderer will have to execute an agreement as per rules with in a period of 7 days of receipt of order and deposit **performance security equal to 5% of the value of the stores for which tenders are accepted within 15 days** from the date of dispatch on which the acceptance of the tender is communicated to him.
- (i) The Bid Security deposited at the time of tender will be adjusted towards security amount. The security amount shall in no case be less than Bid Security.
- (ii) No interest will be paid by the department on the security money.
- (iii) The forms of security money shall be as below: Bank Draft/Bankers Cheque/Bank Gurantee/s of a Sheduled Bank etc. as per RTPP Act 2012 and RTPP Rules 2013.
- (iv) The security money shall be refunded within one month of the final supply of the items as per purchases order in case of one time purchase / two months in case delivery is staggered / after the expiry of contract on satisfactory completion of the same / after the expiry of the period of warranty/ after the expiry of period of CAMC, if any whichever is later and after satisfaction that there are no dues outstanding against the tenderer.
- (b) (i) Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration in original from the Director of Industries or a Photostat copy or a copy thereof duly attested by any Gazetted Officer, will be partially exempted from Bid Security and shall pay Performance Security at the rate of 1% of the estimated value of tender.
 - (ii) Central Government and Government of Rajasthan's Undertakings will be exempted from furnishing security amount
- (c) **Forfeiture of Performance Security:-** Security amount in full or part may be forfeited in the following cases: i) When any terms and conditions of the contract is breached. ii) When the tenderer fails to make complete supply satisfactorily. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the purchase officer in this regard shall be final.
- (d) The expenses of completing and stamping the agreement shall be paid by the tenderer

and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

26. (i) All goods must be sent freight paid through Railways or goods transport. if goods are sent freight to pay, the freight together with departmental charge 5% of the freight will be recovered from the supplier bills
(ii) R.R. should be sent under registered cover through bank only.
(iii) Remittance charges on payment made shall be borne by the tenderer

27. Insurance

- (i) The goods will be delivered at the destination godown in perfect condition. The supplier, if he so desires may be insured the valuable goods against loss by theft, destruction or damage by fire flood, under exposure to whether or otherwise viz. (war, rebellion, riot, etc.). The insurance charges will be borne by the supplier and **Registrar JNVU** will not be required to 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.

28. Payments

- (i) Payment for the delivery of the store will be made on submission of bill in proper form by the tenderer to the Purchase Officer in accordance with GF & AR all remittance charges will be borne by the tenderer.
(ii) In case of disputed items, the amount shall be withheld and will be paid on settlement of the dispute.
(iii) Payment in case of those goods which need testing shall be made only, when such test have been carried out, test results received confirming to the prescribed specification.

29. **Recoveries:** - Recoveries of liquidated damages, short supply, breakage, rejected articles shall be ordinary made from bills. Amount may also be withheld to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the supplier along-with amount of liquidated damages shall be recovered from his dues and Performance Security available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

30. Tenderers must make their own arrangements to obtain import license necessary.

31. If a tenderer impose 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 or tender issued by the Purchase Officer.

32. The Purchase Officer 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.

33. The tenderer shall furnish the following documents at the time of execution of agreement -

- (i) Attested copy of Partnership Deed in case of Partnership Firm.
(ii) Registration number and year of registration in case of 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.

34. All legal proceeding, if necessary arise to institute may by any of the parties (Government

- or Contractor) shall have to be lodged in court situated in **Jodhpur** and not elsewhere.
35. The rate must be quoted including all accessories required for installation of equipment/items.
 36. 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.
 37. Complete literature along with the catalogue and technical data must be enclosed with the tender to facilitate the technical expert in selection of items.
 38. Performance report of the equipment by the institution whether it is already in use anywhere is to be attached with the tender form if it is not practicable the supplier should enclose a list of institutions where equipment's have been supplied.
 39. The circuit diagram & Manual of the equipment will have to be provided along with the supply invariably by the supplier.
 40. The tenderer should also submit a list of recommended spare consumables etc. for two year use along with the price for the regular working of equipment.
 41. The tenderer will undertake the **warranty** of after sales service and availability of spare parts for the period of 3 Years and service for 5 years and more along-with availability of spare parts.
 42. The tenderer will provide service in the case of failure of the unit within 48-72 hours on receipt of the information from competent authority.
 43. Firm should submit warranty for minimum period of three years with spare & parts
 44. Notwithstanding anything contained herein above the undersigned reserves the right to alter waives or modifies any of the above condition in any particular specific case for special reason in accordance with special circumstances/conditions of the case mutually of otherwise in public interest of service.
 45. 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 **Registrar, Jai Narain Vyas University, Jodhpur**.
 46. **Registrar, Jai Narain Vyas University, Jodhpur** will appoint his officer as the sole arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
 47. All legal proceedings if necessary arise to institute may be any of the parties (Government or contractor) shall have to be lodged in court situated at **Jodhpur** and not elsewhere along with the price for the regular working of equipment.
 48. The Bidder is expected to have read and examined all the instructions, forms, terms & conditions and specifications in the Tender Document with full understanding of its implications. Failure to furnish all information required in the Tender document or submission of bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in outright rejection of the bid. The tender offer is liable to be rejected outrightly without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms/Performa in the tender are not fully furnished.
 49. A Prospective Bidder requiring any clarification in the Tender document may notify the Tendering Authority in writing or by mail at the mailing address as indicated. The Tendering Authority will respond in writing or by mail to any request for clarification of the Tender Document received not later than 2 days prior to the last date for the receipt of bids prescribed. Written copies of the response (including an explanation of the query but without identifying the source of enquiry) may be sent to all prospective bidders who have received the Tender.
 50. At any time prior to the deadline for submission of bids, the Tendering Authority may, for

any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete criteria/conditions in the bidding document.

51. Registrar, Jai Narain Vyas University, Jodhpur Administration has the full right to cancel the tender at any stage without quoting any reason.

52. Opening of bids: Immediately after the closing time and/or at any time and date specified thereafter, the Bid Opening Committee shall open the bids as per the schedule. The technical bids shall be opened and listed for further evaluation. The Bidder's names, bid modifications or withdrawals, the presence or the absence of requisite Earnest Money Deposit and such other details as the Tendering Authority, at his discretion, may consider appropriate, shall be announced at the time of opening. The commercial bids shall not be opened till the completion of evaluation of technical bids. Bids shall be opened either in the presence of bidders or its duly authorized representatives, whoever wish to be present. The bidder representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be permitted to be present at the time of opening the tender. The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of their commercial offer.

53. The Tendering Authority reserves the right to open Commercial Bid even if one Bidder qualifies the Technical Bid or only one Bid is received in response to the Tender Notice. However in the case of one Bid the power to negotiate with the Bidder will be reserved with the Tendering Authority as per Rajasthan Transparency in public procurement Rules 2013.

54. Scrutiny of the bid:

a) Preliminary scrutiny shall be made to determine whether bids are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed.

b) Prior to the detailed evaluation, the Bid Opening Committee shall determine the substantial responsiveness of each bid. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.

c) If a bid is not substantially responsive, it shall be rejected by the Tendering Authority and shall not subsequently be made responsive by the bidder by correction of the nonconformity

55. Technical bid shall be evaluated in the following sub-steps:-

a) Firstly, the documentation furnished by the Bidder shall be examined prima facie to see if the technical skill base and financial capacity and other Firm/Company attributes claimed therein are consistent with the needs of this project.

b) In the second step, the Tendering Authority may ask the bidders for additional information visit the Bidders site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid document. If it is found that the documents submitted by the bidder are not compatible with the actual situation at site, or if the document supplied by the bidder are found to be fraudulent or misrepresenting the facts, it shall render the bidder ineligible for further participation in the tender process. The decision of the Tendering Authority in this regard shall be final and binding on the bidder and cannot be challenged.

c) In the third step, the Tendering Authority may ask the prospective bidders for the presentation regarding Technical Capability of the Bidders and understanding regarding the Project.

56. Negotiations:

a) The Tendering Authority shall negotiate with the lowest bidder so as to meet its expectation of a cost effective sustainable and economically promising solution. If the negotiation with lowest Bidder fails, the same shall be rejected and negotiation then

shall be done with second lowest Bidder.

- b) Negotiations may be undertaken with the selected bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) 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.
- e) In case the rates even after the negotiations are considered very high, fresh bids shall be invited.
- f) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the Tendering Authority 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.

57. Selection procedure: The Technical evaluation shall be done by a Committee, constituted by the **Vice Chancellor, Jai Narain Vyas University, Jodhpur**. Bids shall be evaluated on both technical and commercial criteria. The information furnished by the Bidders in the Technical Bid and presentation of the Bidder shall be the basis for technical evaluation. The decision of the evaluation committee in the evaluation of the technical bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the tendering authority. The Tendering Authority does not bind itself to accept the lowest or any other Tender. The Tendering Authority reserves the rights to accept anyone Tender or reject all Tenders.

58. The University will not bear the loss or damage under any circumstances due to damage/breakage of articles in the transit. The cost of the damage/broken articles would be deducted from the bill. Any item of the purchase order if found defective or not found as per the specification as per the bidder's form, the University has right to cancel the order.

59. Binding clause: All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tendering Authority, reserves the right:- To vary, modify, revise, amend or change any of the terms and conditions in this Bid; To reject any or all the tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

60. The bidding process and terms & Conditions shall be subjected to the provisions of Rajasthan Transparency in Public Procurement Act 2012 & Rules 2013.

I/We hereby agree all above terms & conditions and have signed on each page as a token of acceptance.

SIGNATURE OF TENDERER WITH SEAL

**JAI NARAIN VYAS UNIVERSITY, JODHUR
DEPARTMENT OF BOTANY**

**SPECIAL TERMS & CONDITIONS TO BE FOLLOWED CAREFULLY &
STRICTLY, FAILING WHICH TENDER WILL BE LIABLE TO
REJECTION**

1. All the Photostat document should be attested by the Notary public/Gazetted officer or Self Attested.
2. Bid Security required should be as per terms and condition (in the following manner only) should be in the name of **Registrar, Jai Narain Vyas University, Jodhpur** otherwise tender will not be considered. It will be in form of Demand Draft/ Banker's cheque of the scheduled Bank.
3. **Latest G.S.T. Registration and GST Clearance Certificate should be enclosed along with the tender.**
4. Validity of rates and tender should be 90 days from the opening date of tender.
5. All the terms and condition are to be accepted by the firm and any counter condition if imposed will not be considered.
6. Tender Fee, Bid Security, RISL Processing Fee to be submitted on or before last date of tender submission end date. Delay due to Post or Other reason, will not be Condoned and the tender will be summarily rejected.
7. Affidavit on Non-Judicial Stamp paper of Rs. 100/- (**Annexure-3**) regarding the firm and its Director/Manager/Proprietor has not been found guilty of malpractices, misconduct or blacklisted/debarred for the quoted product by JNVU, Govt. of Rajasthan or by any Local Authority/autonomous body and other State Government/Central Government organization in the past three years.
8. For exemption/discount on Bid Security Amount Attested Copy of valid registration made by manufacturer for quoted items under micro and small scale industries registered as per rules of State Government of Rajasthan, if applicable. Failing which they shall be treated at par with other tenders.
9. Bidder shall enclose annual accounts certified by Chartered Accountants for Annual Turnover of Last Three Years.
10. The Firm should enclose supply order/satisfactory report of supply/execution of work for past three years of having experience of selling/installing research equipment's/items.
11. The tender should be submitted only by those firms who are Manufactures/Authorized Distributors/ Dealer/Indian Agent of product. A specific Authorization with date (should be on or before the last date of submission of tender) in the name of **Registrar, Jai Narain Vyas University, Jodhpur** against this NIT, should be enclosed with tender otherwise tender will not be considered for particulars items.
12. **Technical & Financial Bid should be submitted through e-portal only as the case may be:-**

TECHNICAL BID

- a. The bid should be submitted through e-portal. The bid shall only be submitted through e-procurement portal <http://eproc.rajasthan.gov.in> or www.sppp.raj.nic.in of Govt. of Rajasthan. Bids shall not be accepted in physical form in any condition.

- b. In case, any of the bidders fails to physically submit the Demand Draft for Tender Fee, EMD, and RISL processing fee up to the last date decided for submission, its Bid shall not be accepted.
- c. Signed Copy of All documents containing Tender document, GST Registration Certificate, GST Clearance Certificate, Authorization Letter issued by Manufacturer / Importer, Consent for acceptance of Warranty Period and Comprehensive Annual Maintenance Contract as per Tender Conditions, **Technical Compliance Sheet** (As per **Annexure- 4**), and all other relevant documents must be uploaded in with technical bid.
- d. All the technical specification and details of the tendered Item and technical specification in tabular form. In absence of the above or wrongly placing the required documents in any other envelop or not mention the desired information at the specified place/ column the bid will not be considered and will be rejected.
- e. Authorization Letter issued by Manufacturer/Importer should be enclosed as per **Annexure-2** without which the tender is liable to rejection.
- f. The Technical Bid shall be complete in all respects and contain all information asked for, except prices. It shall not contain any price information.
- g. The Technical Bid shall indicate whether all services asked are quoted for and that all requirements therefore are also quoted for.
- h. Language of Proofs: In case any of the Documents submitted is in a language other than Hindi or English, a certified copy of translation of the same in Hindi or English should be enclosed and the translation should also be certified by the professional who has otherwise certified the said proofs.
- i. Consent for acceptance of Warranty Period and Comprehensive Annual Maintenance Contract thereafter.
- j. Technical Compliance Sheet (As per **Annexure- 4**) must be submitted with Technical Bid
- k. Tender will be liable for outright rejection if - Any rates are disclosed in Technical Bid. OR Any discount / special offers are made in Technical Bid.
- l. The Bidder shall sign the tender form on each page and at the end of tender document in token of acceptance of all the term and conditions of the tender.

FINANCIAL BID

- a. Rate shall be filled online as per column given in online **BOQ format (Annexure-6)** only.
 - b. The rate should include all incidental expenses. Such as freight packing charges Insurances etc. However the rate of taxes to be charged from the department such as Excise Duty, Customs, SGST/CGST, should be shown separately.
 - c. Conditional tenders are not acceptable and liable to rejection.
 - d. The Commercial/financial bid shall be on fixed price basis, inclusive of all taxes. There should be no hidden charges. Price quotation accompanied by vague and conditional expressions such as "Subject to immediate acceptance", "Subject to confirmation" etc. shall be treated as being at variance & shall be liable for rejection.
 - e. Prices shall be quoted in Indian Rupees only. The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices.
13. The tender should be submitted only by those firms who are manufactures/Authorized Distributors/ Dealer/Indian Agent of product. A specific Authorization with date (should

- be on or before the last date of submission of tender) in the name **Registrar, Jai Narain Vyas University, Jodhpur** against this NIT, should be enclosed with tender for the items indicated otherwise your tender will not be considered for particulars items.
14. Payment will be made in **Indian Currency** after acceptance and approval of the suitability of the supplies based on technical laboratory test duly verified by the head of the department concerned or any authorized officer of the **Botany Department, JNVU**.
 15. A price charging certificate should be furnished to the effects that the rates offered are reasonable and justified we are not marketing lower rates to other department on conditions of the tender and contract.
 16. In case the firm fails to supply the goods as per quantity mentioned in supply order within stipulated time period or the firm supplied the items less than supply order then the purchase officer shall be free to arrange the supply on firm's risk & cost. Also the tenderer may also be debarred from participating in the tender for next three years.
 17. Supplies when received shall be subject to inspection to ensure whether they conform to the prescribed/approved specifications.
 18. Firm shall agree comprehensive warranty for **3 years** including spare parts and onward. Comprehensive annual maintenance contract for Five years after expiry of the warranty period.
 19. In case of Instruments & Equipment's. An undertaking should be submitted by PRINCIPAL MANUFACTURE as per **Annexure-2** with tender without which tender will be liable to rejections.
 20. The firms to submit the technical specification form by incorporating all Individual technical specification by mentioning Yes/ No and Positive or Negative Deviation, If any, with complete details Incomplete technical bids will not be considered all. The firms to enclose the Original printed literature (colored Brochures) if any photocopy will not be accepted.
 21. Delivery period will be as under:-
 - (1) Within 90 days from the date of the supply order for domestically manufactured goods.
 - (2) Within 90 days from the date of the supply order for imported goods.
 22. For imported Items, Clearance of the consignment from customs will be done by the tenderer. If any custom duties paid for clearance of the consignment initially it shall be paid by tenderer. And the same shall be reimbursed after production of documentary evidence at actual as per Govt. Rules. (**The Jai Narain Vyas University, Jodhpur is registered with the DSIR, Govt. of India for purposes of availing customs duty exemptions.**) In case, any demurrage charges are paid to release the consignment from custom, it will be borne by tenderer.
 23. The institute is registered with the **DSIR, Govt. of India** for purposes of availing customs duty exemptions in terms of Notfn. No. 51/96- Customs dt. 23.07.1996; Notfn. No. 28/2003-Customs dt. 01.03.2003; Notfn. No. 43/2017-Customs dt. 30.06.2017 & Notfn. No. 47/2017- Integrated Tax (Rate) dt. 14.11.2017; Notfn. No. 10/2018- Integrated Tax (Rate) dt. 25.01.2018 and Notfn. No. 45/2017- Central Tax (Rate) dt. 14.11.2017, Notfn. No. 45/2017-Union Territory Tax (Rate) dt. 14.11.2017 and Notfn. No. 9/2018- Central Tax (Rate) dt. 25.01.2018; Notfn. No. 9/2018-Union Territory Tax (Rate) dt. 25.01.2018 as amended from time to time for research purposes only. Bidder is supposed to quote taxes accordingly in the BOQ sheet as per the rules.
 24. In case of foreign import it will be required to submit, complete invoice with C.I.F. value

- for New Delhi. With copies of (a) Import license applications (B) “Not manufactured in India” certificate (c) Custom duty exemption certificate
25. The power supply available at Jodhpur is (a) 220 volts, single phase, 50 cycles, (b) 440 volts, three phase, 50 cycles. The electrically driven equipments should confirm to the above specifications.

SIGNATURE OF TENDERER WITH SEAL

DECLARATION BY TENDERERS

We hereby declare that we are Bona-fide Manufacture / Authorized whole sellers / sole distributors/ authorized dealer distributors / sole selling / marketing agent in the goods / stores / equipment's / items for which 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

UNDERTAKING TO BE SUBMITTED BY PRINCIPAL MANUFACTURER:-

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

Date:

It is to certify that M/S..... (Name of the tenderer) is our Authorized Distributor / Dealer/ Indian agent. He is authorized to submit tender for (Name of item) to the **Registrar, Jai Narain Vyas University, Jodhpur** Against their Open Tender Notice No.dt..... on behalf of us.

This equipment is warranted for at least 3 years from the date of installation/ Demonstration and he shall during the warranty period replace the part if any, or manufacturing defect if found during the above period so as to make machinery /equipment operative & in perfect condition.

He is also authorized to carry out Comprehensive Annual Maintenance & repairs contract with spares for at least 5 years after expiry on the warranty period. He will be responsible to ensure adequate regular supply of spare part consumable or non-consumables needed for the same whether under A.M.C. or otherwise.

In case of change of authorized distributor/ Dealer/Indian Agent we will inform the **Registrar/Head Botany Department, JNVU Jodhpur** accordingly. The new dealer / agent will be responsible for after sales service and annual maintenance & repairs contract as above. In case of failure of tenderer of new dealer we will be directly responsible for the after sale service of the equipment as items & conditions of the tender/contract.

SIGNATURE OF PRINCIPAL MANUFACTURE

Note:

(This undertaking should be typed & signed by Principal Manufacturer on his Original Letter Pad)

DECLARATION BY THE BIDDER REGARDING QUALIFICATION**Declaration by the Bidder**

In relation to my/our Bid submitted to..... for procurement of in response to their Notice inviting Bids No.....Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entry;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state Government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conductor the making of false statements or mis representations as to my/our qualifications to enter in to a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, Which materially affects fair competition?

Date:

Place:

Signature of Bidder

Name and Designation

Address

FORMAT FOR TECHNICAL BID COMPLIANCE SHEET

1. The Technical Compliance Bid must be in this sheet only otherwise it will be assumed that Bidder is not able to offer technical desired product. Information provided elsewhere or in any different form will not be considered.
2. All the columns of this sheet should be filled is compulsory by the tenderer, merely asking the officer to refer catalog of literature will not be entertained.
3. If the tenderer wants to offer more than one Model Optional Photocopies of this sheet may be used for each Model.

ITEM NO. &NAME:-

S.No.	Technical Specification point wise	Features available in equipment/item write Yes/No	Any Deviation from Specifications	Corresponding Page No. and Para No. of Literature/Catalog Enclosed	Remarks if any
1.					
2.					
3.					
4.					
5.					

Signature of Tenderer with Seal

**JAI NARAIN VYAS UNIVERSITY, JODHUR
DEPARTMENT OF BOTANY**

**FOLLOWING POINTS TO BE NOTED WHILE FILLING
FINANCIAL/COMMERCIAL BID:**

1. Rate shall be filled online as per column given in online **BOQ format (Annexure-6)** only.
2. The Financial Bid should compulsorily be in this sheet only. Any Financial information mentioned elsewhere or in different form shall be liable not to be considered.
3. All rates quoted must be **FOR BOTANY DEPARTMENT**, JNVU and in Indian Rupees. No escalation of cost will be allowed under any circumstances.
4. Rates quoted should include all expenditure up to Destination point including Freight, Insurance, any other levies or duties if any, Excise, customs, etc. except SGST/CGST should be shown separately. Free delivery at the Department stores.
5. University shall not pay separately any specific statutory taxes/ service charges to any authority. No hidden charges will be allowed, if any.
6. For every Model/Item Financial bid should be submitted separately. Bidders can submit bids for various instruments/items mentioned in bid as per their availability/authorization. Grand Total should be written both in words and figure.
7. L₁ from bids in various items shall be decided for individual/each instrument/item wise.
8. Bidders will quote price & applicable tax for each item/instrument wise.

I/ We hereby agree to above points.

Signature of Tenderer with Seal

DECLARATION FOR PRICE SCHEDULE/ COMMERCIAL BID

Tender Ref.....

Date

To,
The Registrar,
Jai Narain Vyas University,
Jodhpur (Rajasthan)
Pin - 342001.

Subject: Tender document for participation in the tender process for

That we are sole owner of _____

That we/the undersigned agency is equipped with adequate hardware/ software and other facilities required for providing services and our establishment is open for inspection by the representative of University.

We hereby offer to provide service at the prices and rates mentioned in the commercial bid (as per commercial template.)

We do hereby undertake, that,

1. In the event of acceptance of our bid, the services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform the entire incidental services.
2. The prices quoted are inclusive of all charges inclusive of traveling, hardware/manpower etc. for providing the desired services FOR.
3. We agree to abide by our offer a period of one year from the date fixed for opening of the tenders and we shall remain bound by a communication within that time.
4. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions.
5. We do hereby undertake, that until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract shall constitute a binding contract between us.

I/ We hereby, undertake that we shall not ask for any other charges than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding lodging, communication etc, for successful implementation of the project at site.

Name & Signature of Tenderer with Company Seal

Name of Agency

Full Address

Dated:

FORMAT OF FINANCIAL/COMMERCIAL BID/PRICE SCHEDULE
(ITEM WISE BOQ) (TO BE SUBMITTED ON-LINE)

1. Tender Inviting Authority: Registrar, Jai Narain Vyas University, Jodhpur
2. Name of Work: **Supply and Installation of Laboratory Equipments and research items for Department of Botany, Jai Narain Vyas University, Jodhpur, Rajasthan, India under DBT-Twinning Project.**
3. NIT No.- JNVU/BD/M/..... Dated2019
4. Name of Bidder/Bidding Firm/Company:-
5. Full Address and Telephone No of Bidding Firm/Company:-

S.No.	Item description/ Name of Equipment (Technical specifications as given in tender notice)	Item Code/ make	Quantity	Unit	Estimated Cost/Rate in INR	Basic Rate per item in INR to be entered by the bidder	Excise Duty/ Custom Duty in INR	GST amount in INR	Freight charges (unloading and staking) in INR	Any other Taxes in INR	Any Other Duties in INR	Total Amount in INR (excluding taxes)	Total Amount in INR (with taxes)	Total amount in Words
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	High tech poly house-size 16 X 32 feet		One	Nos	5,02,000/-									
2	Growth chamber/glass house size: 14' X 10' X 10': 8' feet (L X W X H on one side: at other side)		One	Nos	2,66,000/-									
3	High capacity (1000 lits) vertical refrigerators (1-10 degree Celsius) with stabilizer		One	Nos	2,30,000/-									

Signature of Tenderer with Seal & Address

Date:.....

Place

Form-‘B’
Form of Affidavit
(On Non Judicial Stamp Paper of Rs. 100/-)

I.....S/o.....Age.....Yrs.....
 residing atProprietor/Partner/Director of M/s.....

do hereby solemnly affirm and declare that:

- a) My/Our above noted enterprises M/s..... has been issued
 acknowledgement of Entrepreneurial Memorandum Part-II by the Districts Industries
 Center The acknowledgement No. is
 Dated And has issued for Manufacture of following items.

- i.
- ii.
- iii.
- iv.
- v.

- b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part-II has not
 been cancelled or withdrawn by the Industries Department and the enterprise is regularly
 manufacturing the above items.
- c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped
 to manufacture the above noted items.

Place

Signature of
 Proprietor /Director
 Authorized Signatory
 with Rubber
 Stamp and date

Verification

IS/o AgedYrs.....
 Residing at Proprietor/Partner/Director of M/s

Verify and confirm that the contents at (a), (b) & (c) above are true and correct to the best of my
 knowledge and nothing has been concealed therein. So help me God.

DEPONENT

JAI NARAIN VYAS UNIVERSITY, JODHPUR
DEPARTMENT OF BOTANY

DETAILED TECHNICAL SPECIFICATION OF RESEARCH ITEMS/EQUIPMENTS

S. No.	Name of Equipments / Item	Technical Specifications
(1)	HIGH TECH POLY HOUSE-SIZE 16 X 32 feet	<p>High tech poly house size: 10 m x 5m x 2.43m: 3.35 m (L x Wx H on sides: at Centre) to be installed close to the hardening unit in botanical garden</p> <p>Buffer Room size: 2.1m x 2.1m x 2.43m MODEL: Dome Shape/ Evan Span</p> <p>PHYSICAL CONTAINMENT: A) Structure steel frame:- DESCRIPTION: BL1-P framing Pipe Anti-corrosive, Humidity resistant GI pipe. Wind load strength: 120 km/HR *BL3-P rigid, wind resistant frame. Galvanized coat: ISI standard Galvanized steel: ISI standard IS 1239 B class Galvanized sq, pipe of various sizes: 32mm x 32mm & 25mm x25mm Doors : Galvanized Section, Door Size: 6' x 3' (2 Nos.) Lock: Standard</p> <p>B) Construction: IS- 2645 Civil construction Standard.BL3-P Internal walls, ceilings, and floors resistant to liquids and chemicals. CC foundation (1:3:6), Plastering: 1: 6 Digging: 2' x 1'6" First base line: 13" Second base line: 9" Frame Base Block: 2' x 9" x 9". Curtain wall: 1' (height). Flooring – Natural cemented Floor- The whole structure should be built on raised platform of one foot from the existing ground level. Cemented walk way connecting to the poly-house (15-20 feet long and 3 feet wide)</p> <p>C) Pot/container washing area: close to the poly-house basic unit- Size 10' x 8' x 10' (L x W x H): Flooring-Natural Floor and side walls, tin shade roof, overhead 800 lit water tank, One stainless steel washbasins (86 cm L x 60 cm W) and one bottle washing machine fitted in washing area, with proper water supply and drainage facility; L shaped stand with shelves along the side-walls for keeping the washed/unwashed pots/containers.</p> <p>D) Glazing: UV Stabilized 200 Micron thick Ginegar make Poly Sheet duly fixed with PVC coated spring in GI profile.</p>

E) Cooling system using ECS Technology:

ECS CONSTRUCTION MATERIAL:- Eco friendly

18 GA GI Sheets: Tray Gutter, Side & Top gutters etc.

Cooling Media: 100 mm thick Cellulose Pad at velocity of 1 to 3 m /s to give efficiency from 60 to 95 %.

Filtration: CALBA ISI 25 to 55 viscous filter for 30 μ efficiency.

Miscellaneous: Fasteners, Galvanized, Rivet- Aluminium.

PVC pipe; 20mm/25mm/32mm with L & T.

Water Tank: PVC Tank 500 liters

Monoblock pumpset : 1HP Servo /Crompton Greaves make

i) Technical Specifications Cellulose Pad: Evaporative cellulose pads are made from a specially formulated cellulose paper impregnated with special compounds to prevent rot, early moss formation and ensure a long service life.

Paper ambient condition: 25°C - 45 °C

Cellulose Pad Cross angle: - a = 45 ° b = 45 °

Nominal Efficiency: 88%

Estimated cooling load: 101,520 BTUs/ Hrs.

Water Flow: 7.56LPM

Bleed: 10%

Self-cleaning feature, High saturation efficiency

Temperature: 8 to 12°C Below Ambient @ 45% RH.

Cooling Pad Size: 5m x 1.2m x 100mm

(Backside of Cooling Pad area should further be covered with UV stabilized 40 mesh duly fixed with Grippers)

ii) Slow Speed Axial Flow Fans 2 nos.

Body Size: 900 x 900x 400mm, Propeller Size: 750 mm, Number of Blade: 6 Nos

Blade: S.S 430 grade, Shutter: Galvanized steel, Speed of Propeller: 439 r/min

Speed of motor: 1400R/min, Capacity: 26000m³/hr. Pressure: 56 pa, Noise : <=70,

Power: 0.55kw, Voltage: 380V/3-Phase/50HZ, Body Materials: Galvanized Steel

F) Humidification / Misting System: This is very important feature of the Mist Chamber for growing of plants. It creates fine mist inside the chamber and increases the RH. Manufactured of high quality plastic material, resistant to chemicals

Humidity Range: Up to 90 %

Mister / Fogger discharge range: 7.0 LPH,

Operating Pressure: 4.0 bar,

Density of one fogger: 4.0 m,

Mister /Fogger Make: NANDAN (Israel) / Netafim (Israel)

Head Control Unit- The same head control to be used for humidity & irrigation.

Microfogging / Micromisting: Installation with leakage prevention device (LPD) fogger does not drip during the function.

Working pressure: 4 bar at this pressure, the average droplet size: 50 to 100

	<p>µm.</p> <p>Density: One fogger to 0.3 m – 0.4 m² for propagation.</p> <p>Patten: - four way nozzle, hanging type.</p> <p>Pipe Imported; 16 mm LLDPE (10 kg/cm²) color BLACK. Motor: 1 HP monoblock pump (Crompton/servo):- 1 No. Filter (Screen) :- (ISI)</p> <p>Pressure meter: 10 bar one. Return gutter, control valve assembly Tank: 100 litres</p> <p>PVC pipe: 32 mm/ 25mm</p> <p>G) Automatic control systems: Microprocessor Photosynthesis control Panel :- (User friendly) for TEMPERATURE and HUMIDITY duly fixed in Pre Entry Area</p> <p>Relative Humidity + Temperature Real Time Microprocessor Controller</p> <p>Main Switch (Rotory) L&T make.</p> <p>Individual Indicator.</p> <p>Technical specifications</p> <p>Relative Humidity + Temperature Real Time Microprocessor Controller</p> <p>Input: RH+Temperature Sensor</p> <p>Display, RH: Upper: 4 digit, 7 segment 0.56" (14.2 mm) green LED display</p> <p>Display, Temperature: Lower: 4 digit, 7 segment 0.56" (14.2 mm) red LED display</p> <p>Accuracy: RH : +/- 3% RH</p> <p>Temperature: +/-0.3% deg C</p> <p>Feather touch operation. Set point locks within the setting panel to protect setting changes. Level lock to ensure that the parameter can be read but cannot be changed. Sensor failure indication. Selection of unit °C, °F</p> <p>.Display resolution 0.1°. Automatic hysteresis control. Wide selectable temperature range, ranges from 0° to 100°C. 4 KVA load can be directly connected to the powered output. Input- 200-240 VAC, 50 Hz. Single phase. Ambient 5°-50°C, RH upto 90%.</p> <p>Input- 200-240 VAC, 50 Hz. Single phase. , Ambient 5°-50°C, RH upto 90%.</p> <p>Electric Cable connection: three phase (150-200 feet)</p> <p>H) Shading System: External Shading System: -75% agro shading net green color (agro shade net) with manual rolling arrangement connecting pipe etc. The shading system can be rolled up and down when required.</p> <p>I) Electrical Device: High quality ISI approved fittings with copper multi strand twisted FR Grade cable and rigid Stds of safety with proper M.C.B with standard illumination inside the Mist Chamber</p> <p>Copper Cable Make: Finolex/Plaza .</p> <p>MCB Make: Legrand/Havells</p> <p>J) Plumbing: Water connection with one tap in Mist Chamber with elbow operated tap, distributed through corrosion free pre coated GI pipe of appropriate diameter (3/4" or 1/2") will be provided. 1/2 "& 3/4" GI Pipe: ISI make B-class</p>
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		<p>L-bow & T: ISI make</p> <p>K) Plant Work Station: Bench Size Approx.: 10' x 2'6" x 2'6" (L x W x H) 2 Nos. Stand/Legs: Made of galvanized steel Steel expended metal bench top approximate 3/4"- 1" diamond shape & G.I Supporting frame. Table Frame: 25 mm x 25 mm GI Top strappings: 19 mm x19 mm GI G.I. rust resisting benching. Benches are engineered for standard 1200 kg per bench weight limit.</p> <p>L) Trolleys-three tier (shelves): Made of stainless steel 304 grade. Size approx. 85cm x 46 cm x 86 cm (L x W x H) 3 Nos. Castor with breaks. For transfer of experimental pots/containers from lab to the poly house</p> <p>M) Air-conditioning cooling units: Providing and fixing of One AC (1.5 Tonnes) having 18300 BTU/Hr cooling capacity as a backup to bring excess temperature down.</p> <p>N) One steam sterilizer: for sterilizing the pots with soils (capacity 50 pots with 5kg soil each)</p> <p>Warranty: Three years from the date of Installation AMC for three years post warranty period to be quoted separately Terms &Conditions:</p> <ol style="list-style-type: none"> 1. The firm submitting the tender is completely liable for the installation & should visit the site before submitting the tender. 2. The Guarantee period of the above poly house should be three year from the date of handing over in satisfactory working condition. 3. Firm should give us an offer for the all in all CAMC contract for at least seven years. 4. Firm should provide servicing bi-monthly and liable to visit unlimited break downs. 5. The quoted rates should include of all taxes, including installation charges. 6. Break down should be attended within 24 Hours to prevent the high value research standard. 7. Only manufacturer or their authorized dealer may quote.
(2)	<p>GROWTH CHAMBER/ GLASS HOUSE SIZE: 14' X 10' X 10': 8' FEET (L X W X H ON ONE SIDE: AT OTHER SIDE)</p>	<p>Polycarbonate Growth Chamber Size: 14' x 10' x 10' : 8' (L x W x H on one side : at other side) Attached Buffer Room Size: 2.1m x 2.1m x 2.43m to be installed close to the hardening unit in botanical garden</p> <p>A) Structure: All Structures, Rafters, Perlins, Trusses should be hot dip galvanized and designed to take a wind load up to 140 km/h. Hot dip galvanized Steel Structure: Galvanized tubular structure . a) All Structural Members of 47 mm x 47 mm & 47 mm x 25 mm GI Sq. Pipe. b) Nuts and other metallic parts: Including all the elements required for</p>

	<p>joining and water tightens components (such as fittings, clamps, screws and nuts should be GI plated to avoid corrosion).</p> <p>B) Glazing: (Conventional) Plastic material unbreakable. Liquid and chemicals resistant. Properly installed and regularly maintained hardening house glazing to be provided a suitable barrier for transgenic research materials. Working area will be covered with 6 mm Multiwalled polycarbonate sheet *BL4-P standard.</p> <p>Polycarbonate sheet specification: Thickness: 6 mm multiwalled. Sound insulation dB: 18 Make:-Acewell / Bayer; Clear code: 112; Impact Performance: 40°C to +120°C Both side UV stabilised Std lengths: 2.1 m x 11.8 m Sheet Structure: 6/2 RS LAXAN sheet: DIN 4102 St. Approx. weight g/m² 1300 U.L Temperature Rating: 100°C K.value W/m²K 3, 5 Sound Insulation DIN52210: 18db Multiwalled:- Impact resistant, Energy saving. Impact Resistant: 200 times of GLASS LIGHT TRANSMISSION: 82 – 84% . Excellent Thermal Insulation: 3.5 down. Safe Fire Performance: Self-extinguishing and difficult to ignite Light Weight: Weight ranging from 1.3 Kgs/ Sqms for 6mm. Thermal conductivity: DIN52612W/2°C -0.21</p> <p>*BL4-P walls and ceilings sealed with internal shell. Polycarbonate Sheet Fixing with aluminium profile: Anodized, strengthened, sealed internal shell. Specification: Anodized, strengthened, sealed internal shell. Size : 2” inch; Weight: 1.25 Kg / 12 feet Length: 12 feet; Screw: SS non Magnetic / High quality GI Thermal safety: Silicon</p> <p>C) Air-conditioning (AC) cooling units: Providing and fixing 2 Numbers commercial Air-conditioning cooling units having 18300 BTU/Hr cooling capacity. The cooling units should work alternately and standby each other using programmable Temperature controller.</p> <p>Also quote separately One AC (1.5 Tonnes) having 18300 BTU/Hr cooling capacity as a stand-by/backup.</p> <p>One Branded Voltage stabilizer: 4-5 KVA for both AC units</p> <p>D) Plant Work Station: Bench Size: 10’×2’6”×2’6 (L×W×H) 2 Nos. Stand/Legs: Made of galvanized steel Steel expended metal bench top approximate 3/4”- 1" diamond shape & G.I</p>
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		<p>Supporting frame. Table Frame: 25 mm x 25 mm GI Top strappings: 19 mm x 19 mm GI G.I. rust resisting benching. Benches are engineered for standard 1200 kg. per bench weight limit.</p> <p>E) Trolleys-three tier (shelves): Made of stainless steel 304 grade. Size approx. 85cm x 46 cm x 86 cm (L x W x H) 1 No. Castor with breaks. For transfer of experimental pots/containers from lab to the glass house</p> <p>F) Shading: The entire glass house should be covered from top with sheets kept on iron grids to control the excess sunlight.</p> <p>G) Flooring: Natural cemented floor The whole structure should be built on raised platform of one foot from the existing ground level. Connecting Cemented walk way: to connect the glass-house with polyhouse.</p> <p>H) One Air curtain: to prevent contamination and dust in glass house-OPTIONAL</p> <p>Terms & Conditions:</p> <ol style="list-style-type: none"> 1. The firm submitting the tender is completely liable for the installation & should visit the site before submitting the tender. 2. The Guarantee period of the above growth chamber should be three year from the date of handing over in satisfactory working condition. 3. Firm should give us an offer for the all in all CAMC contract for at least seven years. 4. Firm should provide servicing bi-monthly and liable to visit unlimited break downs. 5. The quoted rates should include of all taxes, including installation charges. 6. Break down should be attended within 24 Hours to prevent the high value research standard. 7. Only manufacturer or their authorized dealer may quote.
(3)	HIGH CAPACITY (1000 LITS) VERTICAL REFRIGERATORS (1-10 DEGREE CELSIUS) WITH STABILIZER	<ol style="list-style-type: none"> 1. Temperature range: Approx. 1°C to 10°C 2. Temperature Accuracy approx. $\pm 0.5-1^{\circ}\text{C}$ 3. Capacity approximately 1000 liters or more 4. Approx. External Product Dimensions (WxDxH) in mm 1300 x 800 x 2000 5. Model: Vertical reach in refrigerator with cabinets 6. Type: Two-four vertical doors, Stainless steel exterior 7. Shelves Qty: Four-Six, Adjustable shelves 8. Automatic/Self-closing doors to ensure better energy efficiency 9. Doors with lock mode, Keyed locks 10. Microprocessor PID Controller 11. Electronic temperature control with LED display and Interior LED light 12. With features like Moisture control filter, Vacation mode, Quick Ice Making, and Deodorizer

		<p>13. Super freezing and super cooling function</p> <p>14. Total no frost/ Frost Free Refrigerator</p> <p>15. Door alarms: Alarm system with rechargeable battery backup, Audio / Visual alarm for High / low temperature, door opening & condenser fault</p> <p>16. High grade PUF insulation</p> <p>17. Environment friendly CFC Free compressor/CFC-free refrigerant</p> <p>18. Static/ventilated cooling with forced air for uniform cooling</p> <p>19. Caster wheels for easy mobility Lockable wheels</p> <p>20. One Branded Voltage stabilizer: 5 KVA</p> <p>21. One Branded Online UPS 2-3KVA for continuous power supply with one hour backup</p> <p>22. One frost free refrigerator of volume 350 litres as back-up/stand by</p> <p>23. Integrated data logger/Temperature chart recorder (optional)</p> <p>24. Computer interface Memory storage & printer (Optional)</p> <p>25. Contact for remote alarm/Prepared for GSM alarm (Optional)</p> <p>26. Digital Display on Door, Door Pockets (Optional)</p> <p>27. With Three year Warranty from the date of Installation and quick servicing</p> <p>28. AMC be quoted separately</p> <p>Terms & Conditions</p> <p>1. The firm submitting the tender is completely liable for the installation & should visit the site before submitting the tender.</p> <p>2. The quoted rates should include of all taxes, including installation charges.</p> <p>3. Break down should be attended within 24 Hours to prevent the high value research standard.</p> <p>4. Only manufacturer or their authorized dealer may quote.</p>
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Signature of Tenderer with Seal & Address

BID COVERING LETTER
(To be printed on Letter head of the Bidder)

To,
The Registrar,
Jai Narain Vyas University,
Jodhpur (Rajasthan)
Pin - 342001.

Dear Sir,

Tender Reference No.....dated.....

SUBJECT: Tender document for participation in the tender process for _____ for EMD As per details given in tender document including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Firm/Company/supplier as mentioned in the Scope of the work as required by **Registrar, JNVU, Jodhpur** in conformity with the said tender documents.

1. TERMS AND CONDITIONS

a) I/We, the undersigned Bidder(s), having read and examined in detail the specifications and all bidding documents in respect to this tender do hereby propose to provide goods and services as specified in the bidding document.

b) I/We, the undersigned Bidder(s), having submitted the qualifying data as required in this tender, do hereby bind ourselves to the conditions of this tender. In case any further information/documentary proof in this regard before evaluation of our bid is required, I/We agree to furnish the same on demand to your satisfaction.

2. RATE AND VALIDITY

a) All the rates mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the rates and other terms and conditions of this proposal are valid for a period of One year from the date of opening of the bid.

b) I/We do hereby confirm that our bid rates include all taxes/duties etc.

3. **DEVIATIONS** We declare that all the services shall be performed strictly in accordance with the Technical specification, Time Schedule and other terms of the tender document except the deviation as mentioned in the Technical Deviation Performa Further, I/We agree that additional conditions, if any, found in the proposal documents, other than those stated in deviation Performa, shall not be given effect to.

4. **BID PRICING** I/We further declare that the rates stated in our proposal are in accordance with your terms and conditions in the bidding document.

5. **EARNEST MONEY** I/We have enclosed the earnest money as required. In case of default it is liable to be forfeited in accordance with the provisions of the tender document.

6. **BANK GUARANTEE** I/We shall submit a Bank Guarantee as required.

7. I/We hereby declare that my/our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of my/our knowledge and belief and nothing has been concealed there from.

8. Until a formal contract is prepared and executed, this Bid offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

9. We understand that you are not bound to accept the lowest or any offer you may receive.

10. We agree to the terms and conditions mentioned in the Tender Document.

Thanking you,

Yours faithfully,
(Signature of Tenderer)

DatePlace..... Name.....Designation.....Seal.....

SELF DECLARATION
(Notarized Affidavit)

Ref. :

Date:

To,
The Registrar,
Jai Narain Vyas University,
Jodhpur (Rajasthan)
Pin - 342001.

Dear Sir,

In response to the tender No..... Date..... as Owner/Partner/Director of

1. I/We hereby declare that our Agency..... is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or of a particular period of time.

2. I/We M/s.....(Name of the Company) are not blacklisted in any Department of Government of Rajasthan/Government of India/by any University/Public Enterprises.

3. I/We further undertake that our partner M/s..... (Name of Firm/Company) having office are also not blacklisted in any Department of Government of Rajasthan/ Government of India/ by any University/Public Enterprises.

4. I/We hereby declare that there are no pending cases against M/s. (Name & Address of Bidder) with Government of Rajasthan or any other court of law.

5. I/We hereby declare that Bidder's company or Director/Owner of the Company have not been declared by any Court or Competent Authorities in solvent or involved in any fraudulent mean (Economical & Criminal) as on 28th February, 2019.

Name:

Address:

Telephone Office: (Residence): _

Mobile No..... Fax No. -----

E-Mail:

Place:

Date:

Signature:

Name:

Company Seal

Note:

1. All items should be supported by proper documents.

2. No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.

3. The Notarized Affidavit should be submitted before closing date fixed for Technical Bid Closing.

4. Name, address and Telephone Number (Office, Residence, Mobile) of the contract Person to whom all References shall be made regarding this tender.

AGREEMENT

1. An agreement made this day of **2019** between (hereinafter called "the approved supplier"), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and **Registrar, JNVU** include his successors in office and assigns of the other part.
2. Whereas the approved supplier has agreed with **Registrar, JNVU** to supply to the of the State of Rajasthan at its Head Office as well as at branches offices throughout Rajasthan, 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 in work order of said schedule.
3. And whereas the approved supplier has deposited a sum of Rs...../- Draft No.dated.....against as **Performance Security**.
4. Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority. National Savings Certificates/Defense 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.
5. Now these Presents witness:
In consideration of the payment to be made by **JNVU** through cheques at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth inand thereof in the manner set forth in the conditions of the tender and contract.
6. The Government 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, **JNVU** will through cheque 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
7. 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.
As per tender received from tenderer and letters nos. issued by the **Registrar, JNVU, Jodhpur** and appended to this agreement shall also form part of this agreement.
- (a) The mode of Payment will be as specified below:
 1. As per tender Conditions
 2. As per Bank conversion rate when bill is raised.

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

S. No	Name of Item	Quantity	Delivery period

(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 Goods and Related Services which the Bidder has failed to supply:-

S.No.	Conditions	LD%
a.	Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of subject matter of Procurement.	2.5%
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and Completion of subject matter of procurement.	5.0%
c.	Delay exceeding half but not exceeding three fourth of the proscribed period of delivery, successful installation and Completion of subject matter of procurement.	7.5%
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of subject matter of Procurement.	10.0%

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 Supplier.

Details of supply of item:

S.No.	Particulars	Discount offered in percentage of Printed rates
1.		
2.		
3.		
4.		

All disputes arising out of this agreement and all questions relating to the interpretation of this Agreement shall be decided by **Registrar, JNVU** shall be final.

In witness whereof the parties hereto have set their hands on theday of.....20.....

Signature of the approved Supplier

Date:

Witness No.1:

Witness No.2:

Signature for and on behalf of Registrar, JNVU, Jodhpur

Date:

Witness No.1:

Witness No.2:

GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate Authority is DEAN, Faculty of Science, Jai Narain Vyas University, Jodhpur

The designation and address of the Second Appellate Authority is VICE CHANCELLOR, Jai Narain Vyas University, Jodhpur

(1) Filing an appeal: -

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued there under, he may file an appeal to First Appellate authority, as specified in the Bidding document with in a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a bidder a successful the appeal may be filed only by a bidder who has participated in procurement proceedings:

Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

- (2)** The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it off with in thirty days from the date of the appeal.
- (3)** If the officer designated under Para(1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf with in fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

(4) Appeals not to lie in certain cases:

No appeal shall lie against any decision of the procuring entity relating to the following matters, namely: -

- a) Determination of need of procurement
- b) Provisions limiting participation of bidders in the bid process
- c) The decision of whether or not to enter into negotiations
- d) Cancellation of a procurement process
- e) Applicability of the provisions of confidentiality

(5) Form of Appeals: -

- (a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) 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,
- (c) 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.

(6) Fee for filing Appeal: -

- (a) 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.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled bank in India payable in the name of appellate authority concerned.

(7) Procedure for disposal of Appeal: -

- (a) 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
- (b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be shall-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) 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.
- (d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

FORM No. 1

[see rule 83]

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

Appeal No.....of

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 Office/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 propose 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

Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a 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 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 anti-competitive behavior 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.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest 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.

i. 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. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. 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 Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Doc1

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No..... Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) 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.

Doc1

- (c) 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 authorised representative.

(6) Fee for filing appeal

- (a) 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.
(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) 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.
(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
(i) hear all the parties to appeal present before him; and
(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
(c) 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.
(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM No. 1
[See rule 83]

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

Appeal No of

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

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

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.

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. 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 Procuring Entity 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;
- ii. 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
- iii. 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 (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.