



**AGRICULTURE RESEARCH SUBSTATION
(Sri Karan Narendra Agricultural University)
DIGGI**

Ph. 9414347235 e-mail: "incharge.arss.diggi@sknau.ac.in"

**Dr. A. L Babel
OFFICER INCHARHE
No.F. ARSS/Diggi/2016/27**

Dated: 30. 1. 2016

BIDDING DOCUMENT

DATED: 30. 1. 2016

TENDER FOR PURCHASE OF EQUIPMENTS AND INSTRUMENTS

(i) Seed processing unit

Bidding Document for Purchase of Equipments and instruments

(Procurement of Goods: Single Stage-Two Envelopes (Two Part) Bid)

Table of Contents

S. No.	Section	Description	Pages
1.	NIL	Bid Submission Letter	3-4
2.	NIL	Abridged form of NIB for publication in the newspapers	5
3.	NIL	Notice Inviting Bid (NIB) for uploading on websites	6-7
4.	I	Instructions to Bidders (ITB)	9-10
5.	II	Bid Data Sheet (BDS)	11-14
6.	III	Evaluation and Qualification Criteria	15-17
7.	IV	Bidding Forms (B F)	18-34
8.	V	Schedule of Supply	35-41
9.	VI A	General Conditions of Contract (GCC)	42-58
10.	VI B	Special Conditions of Contract (SCC)	59-60
11.	VI C	Contract Forms (CF)	61-68

(To be submitted on letter head of Firm)

Bid Submission Letter

(Declaration Form-Cum -Check List)

To
Officer Incharge
Agriculture Research Substation
Sri Karan Narendra Agriculture University, Diggi

Subject: - Regarding Bid submission

Dated:

I/We..... (Name, Designation and Address of Bidder)..... having our office at..... (Address of Firm)..... do declare that I/We have read all the Terms & Conditions of the bid document floated by Officer Incharge, ARSS, Diggi for the tender of equipments and instruments(Name of Instruments/ equipments)..... and agree to abide by all the Terms & Conditions set forth therein.

I/We declare that we are participating in this bid in the capacity of (Manufacturer /Direct Importer/Distributor/Authorized Dealers I/We enclose valid Manufacturing license/acknowledgement/ Memorandum/IEM/ Registration of SSI Unit/Import license/ IES code alongwith authorization by foreign principal manufacturer/ authorization from principal manufacturer in case of Distributors/Authorized Dealers.

I/We further declare that the rates offered by us shall remain valid for the period of 12 months and shall reduce the rates, if the rates are reduced by any other buyer during this period. I/We enclose the following documents as per details given below: -

S. No	Item	Particular
1.	Bid security GCC 3 (Through Bankers cheque/DD)	Page no
2.	Technical Bid Submission Sheet (BF-I)	Page no
3.	Acknowledgement of EM-II for SSI Units of Rajasthan from Industries Deptt. Con. No. 2.6(ii) & GCC 3(iii) (BF-VIII)	Page no
4.	Self attested Photocopy of Acknowledgement of EM-II SSI unit for each quoted Product and a certificate from NSIC/MSME/Industries Deptt. for the production capacity & the quality control measures properly installed at the production unit. GCC 2.6 (ii) (BF- VIII)	Page no
5.	Self attested Photocopy of IEC Certificate and Permission/Authorisation for sale from the foreign principal manufacturer (Authorization Letter of Principal Company) GCC 2.6 (iv) /Principal manufacture GCC 2.6 (V)	Page no
6.	Copy Of Central Excise Registration GCC 2.6 (iii), if applicable.	Page no
7.	Format of the Affidavit on non judicial stamp paper of ` 10/- (GCC 2.6 (ii) (BF VIII))	Page no
8.	BIS License with schedule for ISI Marked Products Quoted GCC 2.6 (vi)	Page no
9.	Self attested photocopy of ISO & BIS certificate for quoted Items as mentioned in bid GCC 2.6 (vii & viii)	Page no
10.	Average Annual turnover statement for past 3 years certified by C.A. GCC 2.6 (ix) (BF-V)	Page no
11.	Latest Sales Tax Clearance Certificate/Affidavit (up to dated 31.03.14). GCC 2. 6 (xi)	Page no

12.	Specify point of supply with full Address. GCC 2.6 (xii)	Full Address
13.	Certificate regarding quoted model is of latest technology, Certificate regarding rate reasonability, Undertaking for availability of Spare Parts & Consumables, Undertaking of Non- Debarring GCC 2.6 (xiii) (BF-IV) (on NJ stamp paper of `100/-)	Page no
14.	Original bid GCC & SCC (Section VI A & VI B) or BF-III	Page no
15.	Pre - stamp receipt under GCC 3 (ii) (BF-VII)	Page no
16.	Declaration regarding acceptance of bid terms and conditions. (BF-IX)	Page no
17.	Memorandum of Appeal Under the Rajasthan Transparency in Public Procurement Act, 2012 (BF-X)	Page no
18.	Declaration by the Bidder Regarding Qualifications (BF-XI)	Page no
19.	Declaration of Manufacturer/Direct Importer/Distributor/Authorized dealer (BF-XII)	Page no
20.	Authorisation from principal manufacturer (BF-XIII)	Page no
21.	Authorisation of the Bidder by the Firm (BF-XIV)	Page no
22.	Corrigendum/modification/clarification to be submitted with bid document	Page no
23.	Financial Bid Submission Sheet (BF-II)	Page no
24.	Name, photograph & specimen signature of the Bidder or designated officer/ person who is authorized by the Firm to bid and make correspondence with the Officer Incharge, ARSS, Diggi . <i>Also attach photo ID.</i>	Name Signature..... Full Address..... Mobile No:..... e-mail address :

Date

Name and Signature of Bidder with seal

Note: Please mention page number and sign before submitting the bid.



**AGRICULTURE RESEARCH SUBSTATION
(Sri Karan Narendra Agricultural University)
DIGGI**

Ph. 9414347235 e-mail: "incharge.arss.diggi@sknau.ac.in"

Dr. A. L Babel
OFFICER INCHARHE
No.F. ARSS/Diggi/2016/27

Dated: 30. 1.2016

NOTICE INVITING BID

Bids are invited up to 11.00 A.M. of 23.02.2016 for purchase of equipments and instruments on behalf of office of the **Officer Incharge, Agriculture Research Substation, Sri Karan Narendra Agriculture University, Diggi**. Details may be seen in the Bidding Documents at the office of the **Officer Incharge**, Sri Karan Narendra Agriculture University, **Diggi** on Portal website "sppp.raj.nic.in" or "www.dipronline.org" or website "www.sknau.ac.in." The bidding document may be downloaded from either of the above websites and submitted duly filled along with payment of `1000/- (`500.0 for SSI Units of Rajasthan) through banker's cheque/demand draft in favour of Officer Incharge, ARSS, Diggi.

Officer Incharge
Agriculture Research Substation
Sri Karan Narendra Agriculture University, Diggi



AGRICULTURE RESEARCH SUBSTATION
(Sri Karan Narendra Agricultural University)
DIGGI

Ph. 9414347235 e-mail: "incharge.arss.diggi@sknau.ac.in"

Dr. A. L Babel
OFFICER INCHARHE

NOTICE INVITING BID

1. Single stage, two-envelopes unconditional bids are invited from manufacturers/direct importers/distributors/authorised dealers on behalf of the Officer Incharge, ARSS, Diggi for the procurement of equipment & instruments as listed below :

S. No.	Name of article	Specifications (with reference to BIS code, patent, ISO, Agmark, part No. etc.)	Quantity and required minimum turnover	Amount of Bid security (₹)	Validity period of bids	Place of delivery and delivery period
1	As per table-1	As per Clause - 3 of Section V, schedule of supply	As per table-1	As per bid condition	As per bid condition	As per bid condition


2. Bids are invited as per following time schedule:-

Date of selling of bid form	Date of pre bid	Last date for sale of bid form	Last date of receipt of bid form	Date of opening of technical bid
1	2	3	4	5
<u>23.02.2016</u> 10:00 AM	<u>15.02.2015</u> 11:00 AM	<u>23.02.2016</u> 10:00 AM	<u>23.02.2016</u> Up to 11:00 AM	<u>23.02.2016</u> From 11:30 AM

3. A pre-bid meeting will be held as per **column no. 2** of the above schedule i.e., at 11:00 AM on dated 15.02.2016 in the Department of Plant Breeding and Genetics, College of Agriculture, Jobner, Distt. Jaipur (Raj.)-303329 to clarify the issues and to answer questions on any matter that may be raised at that stage. After pre-bid meeting necessary changes in bid conditions/ catalogue can be done. Bid should be submitted after pre-bid meeting including all the clarifications/modifications/amendments. Corrigendum/addendum shall be the integral part of terms & conditions of bid which shall be duly signed and attached with the bid document by the bidder.
4. The bid is for purchase of equipments and instruments.
5. Price preference and/or purchase preference as per provisions of Government of Rajasthan shall be admissible in evaluation and award of contract.
6. Detailed particulars of the list of equipments and instruments required, bid documents & specifications of equipments and instruments may be seen on the website-"sppp.raj.nic.in" or "www.dipronline.org" and "www.sknau.ac.in."
7. The bid shall only be submitted through sealed envelope with all relevant documents.

8. The Bid form fee `1,000.00 (`500.00 for SSI Units of Rajasthan) downloaded from the website and bid security as applicable in bid condition shall be deposited in the form of D.D./Banker's cheque in favour of Officer Incharge, ARSS, Diggi payable at Diggi. The bid document cost and bid security shall be deposited along with technical bid submissions sheet in the office of Officer Incharge, ARSS, Diggi before the last date and time of bid submission.
9. Bids received after the specified time and date shall not be accepted/opened.
10. The technical bids shall be opened at 11.30 AM on dated 23.02.2016 or as amended in the presence of the bidders or their representatives, who wish to be present.
11. The Officer Incharge, ARSS, Diggi is not bound to accept the lowest bid and may reject any or all bids without assigning any reason there for.
12. The bidders shall have to submit a valid 'VAT' clearance certificate/affidavit from the concerned Commercial Taxes Officer and the 'PAN' issued by Income Tax Department.
13. It is clarified that the information required in bidding document should be submitted only in enclosed format Bidding Form (**BF-I to BF-XV**) without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.
14. Information of award of contract shall be communicated to all participating bidders on the **website www.sknu.ac.in**. Please note that individual bidder will not be intimated.
15. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.

Note: - *If any amendment/clarification is carried out in the technical specifications and bid terms & conditions following pre-bid meeting or any other information, the same will also be uploaded on the University website www.sknu.ac.in and will not be published in news papers. It will not be intimated to individual bidder. In case any inconvenience is felt, please contact over telephone number i.e 9414347235. or queries may be e-mailed on address: incharge.arss.diggi@sknu.ac.in.*



Officer Incharge
Agriculture Research Substation
Sri Karan Narendra Agriculture University, Diggi



AGRICULTURE RESEARCH SUBSTATION
(Sri Karan Narendra Agricultural University)
DIGGI

Ph. 9414347235 e-mail:“incharge.arss.diggi@sknau.ac.in”

Dr. A. L Babel
OFFICER INCHARHE
No.F. ARSS/Diggi/2016/27

Dated: 30.1.2016

TABLE-1

List of Equipment & Instrument (dated: 30.1.2016)

S. N.	Name of Equipments & Instruments	Quantity (In no.)	Minimum average gross annual turnover of bidder/firm for last three financial years (In `)	Minimum average gross annual turnover for last three financial years (In `) for (SSI Units of Rajasthan)	Bid Security (B.S) (`)	Bid Security (B.S) (`)for SSI units of Rajasthan ((In `)
1	2	3	4	5	6	7
1.	Seed processing unit	1	50,00,000.00	20,00,000.00	18,000.00	9,000.00

Note:-

1. The above quantities are only indicative for purchase of above said items. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation. No minimum quantity is guaranteed. Repeat orders for extra items or additional quantities upto 50% of the value of goods of the original contract as per provisions of RTPPA, 2012 and RTPPR, 2013 may be placed on the rates and conditions given in the contract.



**AGRICULTURE RESEARCH SUBSTATION
(Sri Karan Narendra Agricultural University)
DIGGI**

Ph. 9414347235 e-mail: "incharge.arss.diggi@sknau.ac.in"

**Dr. A. L Babel
OFFICER INCHARHE**

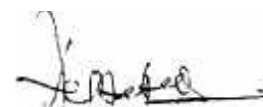
Section-I Instruction To Bidders (ITB)

Before filling up of bid form, kindly go through the following instructions carefully so that your bid may not be considered invalid:

Clause No.	Description
1.	Go through the terms and conditions, annexure and other forms of the document carefully and meticulously.
2.	It is expected from all bidders that they will ensure that documents to be used in bid set will be given to a reliable person only, and that only a fully reliable person shall be authorized for Officer Incharge, ARSS, Diggi So that the confidentiality of our bid/ rates is maintained up to bid opening & that your documents are put to any misuse.
3.	Complaints lodged in Officer Incharge, ARSS, Diggi should bear signature, name, ID proof and mobile number of the complainant. Unauthenticated complaints may not be acted upon.
4.	In case you are given any assurance of any advantage in ARSS, Diggi, by anybody or if you are directly or indirectly threaten or intimated of harming your bidding & subsequent work in ARSS, Diggi, please inform immediately about the same to Officer Incharge, ARSS, Diggi. It would be better if evidence of such unfair activity of such person is produced so that action can be taken against such person/institution and their details can be put on the website.
5.	It is advisable to you to authorize only those persons for Officer Incharge, ARSS, Diggi, bid who are employed in your company on salary basis.
6.	Certificates/Licenses/Documents which are required should be complete and updated.
7.	Bid form can be downloaded from websites sppp.raj.nic.in" or " www.dipronline.org" and www.sknau.ac.in . The bid form fee @ `1000.00 (`500.00 for SSI Units of Rajasthan) can be downloaded from the website. Bid security shall be submitted/deposited in the form of D.D./Banker's cheque in favour of for Officer Incharge, ARSS, Diggi payable at Diggi before the last date and time of bid submission.
8.	Bid form fees and bid security should be submitted separately for each bid. Bid form fee is non-refundable.
9.	The average gross annual turnover of the bidder shall be as per Table-1 for last three years. The turn over statement (BF-V) duly certified and signed by Chartered Accountant shall be submitted along with bid, failing which the bid shall be rejected.
10.	Bid form must conform the terms & conditions of the bid documents and, Technical Bid in Cover-'A' & Financial Bid in Cover-'B' and both are separately covered in a third cover/envelope 'C' .
11.	A pre-bid Meeting will be held at 11.00 AM on dated 15.02.2016 in the Department of Plant Breeding and Genetics, S. K. N. College of Agriculture, Jobner, Distt- Jaipur (Raj.)-303 329 . To clarify the issues and to answer the quarries on any matter that may be raised at that time of pre bid in reference to bids. The issues to be raised during pre-bid

	meeting should be referred by the bidder to Officer Incharge, ARSS, Diggi in writing at least three days before the pre-bid meeting. So that these could be properly scrutinized. Representation regarding issues and quarries which are discussed in pre bid meeting shall be submitted within two days after pre bid. Representations received after two days of pre bid shall not be considered. Necessary corrigendum/modification/clarification in the bid and specifications may be issued after pre-bid meeting, if required. Please note that bids should be submitted after Pre-Bid meeting incorporating the corrigendum/modification/clarification/addendum, if any.
12.	Correspondence with the university regarding these bids by the authorized signatory of the firm shall only be entertained.
13.	The bidding is for purchase and supply of equipments and instruments.
14.	Bids received after the specified time and date shall not be accepted and shall be not opened.
15.	The technical bids shall be opened at 11.30 AM on dated 23.02.2016 or as amended in the presence of the Bidders or their representatives who wish to be present.
16.	The ARSS, Diggi is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.
17.	The Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer or affidavit and the 'PAN' issued by Income Tax Department.
18.	It is clarified that the information required in bidding document should be submitted only in enclosed Bidding Form (BF-I to BF-XV) without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.
19.	The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on websites website www.sknu.ac.in and spps.raj.nic.in Similarly, information regarding Financial Bid (L-1) shall also be provided to bidders on above websites. Individual bidders may not be informed separately.
20.	The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.

Note: - If any amendment is carried out in the bid specifications and terms & conditions following pre-bid meeting, the same will be uploaded on the University **website www.sknu.ac.in and spps.raj.nic.in** and will not be published in news papers. In case any inconvenience is felt, please contact on telephone number *i.e.* 9414347235 or quarries may be e-mailed on address "incharge.arss.diggi@sknu.ac.in".



Officer Incharge

Agriculture Research Substation

Sri Karan Narendra Agriculture University, Diggi



**AGRICULTURE RESEARCH SUBSTATION
(Sri Karan Narendra Agricultural University)
DIGGI**

Ph. 9414347235 e-mail: "incharge.arss.diggi@sknau.ac.in"

**Dr. A. L Babel
OFFICER INCHARHE**

Section-II: Bid Data Sheet (BDS)

Table of Contents

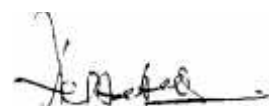
S. No.	Description	Pages
1.	Introduction	
2.	Bidding Document	
3.	Preparation of Bids	
4.	Submission and Opening of Bids	
5.	Evaluation and Comparison of Bids	
6.	Award of Contract	
7.	Redressal of Grievances during Procurement Process	

Section-II: Bid Data Sheet (BDS)

Clause No.	Description
1.	Introduction
1.1	Date: 30.1.2016
	The Procuring Entity is:- Officer Incharge Agriculture Research Substation Sri Karan Narendra Agriculture University, Diggi Ph. 9414347235 e-mail:“incharge.arss.diggi@sknau.ac.in”
1.2	The expenditure on the subject matter of procurement will be met by budgetary head “7-MAG-27 on seed”.
	The goods and related services to be procured are items <i>guarantee as per technical specifications</i>
1.3	The rate shall be valid for 12 months.
2.	Bidding document
2.1	Bids are invited from manufacturers/Direct importers/ Distributors/ Authorised dealers
2.2	The price of the bidding document is:- `1000.00 (`500.00 for SSI Units of Rajasthan)
2.3	Bid Security:- As mentioned in Table-1
2.4	The Pre-bid meeting will be held at 11:00 AM on 15.02.2016 in Department of Plant Breeding and Genetics, S. K. N. College of Agriculture, Jobner, Distt- Jaipur (Raj.)-303 329.
2.5	Last date for Issuance of Bid Document:- on dated 23.02.2016 up to 10.00 A.M.
2.6	Last date & Time for submission of Bids:-on dated 23.02.2016 up to 11.00 A.M. Date & Time of opening of (Technical Bid) Bids:-on dated 23.02.2016 from 11.30 A.M.
2.7	Joint venture will not be allowed.
	Address for Correspondence and Clarifications:- Officer Incharge Agriculture Research Substation Sri Karan Narendra Agriculture University, Diggi. Ph. 9414347235 e-mail:“incharge.arss.diggi@sknau.ac.in”
3.	Preparation of Bids
3.1	The language of the Bid is both English and Hindi.
	The Bidder shall submit with its Technical Bid Sheet (BF-I) the following documents: 1. Bid Security and Bid document cost (through DD/Banker’s Cheque) 2. In case of Indian Manufacturer, valid Manufacturing License from Competent Authority, <i>if applicable</i> , Acknowledgement of EM-II Memorandum/IEM/ Registration of SSI unit, copy of the registration with Central Excise Department/ exemption from registration, <i>if applicable</i> , as per provisions of Central Excise Act.

	<p>3. In case of direct Importer/Distributor/Authorized dealer, Import-Export Code (IEC) Certificate and Permission/Authorisation for sale from the foreign principal manufacturer/principal manufacturer. (BF-XIII)</p> <p>4. The average gross annual turnover of the bidder shall be as per Table-1 for last three years. (BF-V)</p> <p>5. Declaration by the Bidder Regarding Qualifications (BF-XI)</p> <p>6. Declaration of Manufacturer/Direct Importer/Distributor/Authorized dealer (BF-XII).</p> <p>7. Authorisation of the Bidder by the Firm (BF-XIV)</p> <p>8. Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer or affidavit and the 'PAN' issued by Income Tax Department.</p> <p>9. ISO/BIS Certificate.....etc., <i>as applicable</i>.</p> <p>10. Any other required.</p>
3.2	<p>The Bidder shall submit with its Financial Bid Submission Sheet (BF-II) the following documents:</p> <p>1. Financial bid submission sheet (Original copy)</p> <p>2. DD/Banker's Cheque for Bid Security and bid documents cost as per instructions given in ITB clause no.7.</p>
3.3	Alternative Bids are not permitted.
3.4	Discounts or award of combination of lots shall not be offered.
3.5	For goods offered from outside India/ Direct Importer, the Bidder shall quote prices including all kinds of costs like Inland Transportation, Taxes, Installation and Commissioning Charges up to the consignee site, complete in all respect including consumables kit for demonstration, <i>if any</i> .
3.6	The terms of quoting price of equipments and instruments are inclusive of all taxes/charges with installation and commissioning etc. complete in all respect.
3.7	The prices quoted by the Bidder shall be fixed for entire contractual period of equipments and instruments. The Contract Price shall be fixed for a contact period of 12 months of the goods and related services.
3.8	The currency of the Bid shall be the Indian Rupees.
3.9	The Bid validity period shall be 120 days from the opening of Technical Bid.
3.10	<p>a. A Bid Security/ Bid Securing Declaration shall be required.</p> <p>b. Bid Security shall be required, the amount and currency of the Bid Security shall be as mentioned in Table-1.</p>
3.11	The complete Bid document filled and signed on each page as per ITB and other requirements shall be submitted to Officer Incharge, ARSS, Diggi
3.12	Any Authorisation to sign on behalf of the Bidder shall consist of Power of Attorney by the Bidder/any valid certification or the change in bidder shall be resolved in the board of firm/ company which shall be immediately communicated to the Officer Incharge, ARSS, Diggi
4.	Submission and Opening of Bids
4.1	<p>The address of Procuring Entity's for Bid submission purposes is:-</p> <p>Officer Incharge Agriculture Research Substation Sri Karan Narendra Agriculture University, Diggi Ph. 9414347235 e-mail: "incharge.arss.diggi@sknau.ac.in"</p>
4.2	<p>The deadline for Bid submission is:</p> <p>Date: 23.02.2016 Time: 11:00 AM</p>
4.3	The Bid opening shall take place at:

	Department of Plant Breeding and Genetics, S. K. N. College of Agriculture, Jobner, Distt- Jaipur (Raj.)-303 329 Date: 23.02.2016 Time: 11:30 AM
5.	Evaluation and Comparison of Bids
5.1	The Price and /or Purchase Preference shall apply as per GCC and SCC provisions.
6.	Award of Contract
6.1	The quantities mentioned in Table-1 are only indicative. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity indicated in the bidding documents, the bidder shall not be entitled for any claim or compensation. No minimum quantity is guaranteed. Repeat orders for extra items or additional quantities upto 50% of the value of goods of the original contract as per provisions of RTPPA, 2012 and RTPPR, 2013 may be placed on the rates and conditions given in the contract.
6.2	The period within which the contract agreement is to be executed and Performance Security is to be submitted is 15 days.
6.3	The Performance Security shall be required as per GCC-8 (i and ii) @5 % of the value of the indicative quantity in favour of Officer Incharge, ARSS, Diggi.
7.	Redressal Grievances during Procurement Process
7.1	(1) The designation and address of First Appellate Authority is Hon'ble Vice-Chancellor, Sri Karan Narendra Agriculture University, Jobner, Distt. Jaipur (Raj.)-303 329 or as decided by University authorities or Government of Rajasthan. (2) The Designation and address of the Second Appellate Authority is Principal Secretary/ ACS, Department of Agriculture, GOR or as decided by University authorities or GOR.
7.2	Name & Address of the Bidder: Name and Designation..... M/S Telephone No..... Telegram Code Fax No. Mobile No e-mail address





**AGRICULTURE RESEARCH SUBSTATION
(Sri Karan Narendra Agricultural University)
DIGGI**

Ph. 9414347235 e-mail: "incharge.arss.diggi@sknau.ac.in"

**Dr. A. L Babel
OFFICER INCHARHE**

Section III: Evaluation and Qualification Criteria

Table of Contents

S. No.	Description	Pages
1.	Evaluation Criteria	
2.	Qualification Criteria	

Section III: Evaluation and Qualification Criteria

1. Evaluation Criteria


Clause No.	Description
1.	Scope
1.1	Local handling and inland transportation:- The cost for Inland Transportation, Insurance, related services, installation, commissioning, demonstration and other incidental costs for delivery of goods from the EXW premises, or port of entry, or supply point to consignee site as defined in Section V, schedule of supply shall be quoted in price schedule.
1.2	Minor omission and missing items: - Pursuant to the relevant clauses, the cost of all quantifiable non-material non-conformities or omissions from the contractual and commercial conditions shall be evaluated. The procuring entity will make its own assessment of the cost of any non-material non-conformities and omissions for the purpose of ensuring fare comparison of Bids.
2.	Technical Criteria:- The minimum technical level that the goods and related services shall have in order to comply with the Section V, schedule of supply are specified. These criteria are evaluated on a pass-fail system, with a minimum acceptable level for each criteria enumerated in technical specifications of item. However, a minor deficiency in technical compliance may not be cause for rejection of the Bid.
3.	Economic Criteria: - The economic criteria are most important when evaluating a Bid. The price, however, may not be the only criterion, as there could be technical evaluation that may be expressed in mandatory terms <i>i.e.</i> cost per test etc. The following may be examples: - 3.1, 3.2....
3.1	Adjustment for deviations in the delivery and completion schedule: - The deviation from the delivery and completion schedule specified in Section V, schedule of supply are permitted. No credit will be given for earlier completion.
3.2	Spare parts: - Only those spare parts and tools which are specified on an itemwise basis in the list of goods and related services Section V, schedule of supply shall be taken in account in Bid evaluation. Supplier recommended spare parts for specified operating requirement shall not be considered in Bid evaluation.
3.3	Performance and productivity of goods: - The Performance and productivity of the equipments and instruments shall be as per the reference value or norms specified in technical specification of an item and corresponding value guaranteed by the Bidder in its Bid.
4.	Price and /or purchase preference:-
4.1	The price and /or purchase preference shall be given in evaluation of bids and award of contract under Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995.
4.2	Purchase preference to the extent of 15% of the requirement will be admissible to the goods produced or manufactured by registered small scale industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995 However, these units will be required to participate in bidding and match lowest price (L-1).
4.3	In comparing the rates quoted by firms from outside Rajasthan and those in Rajasthan but not entitled to Price Preference under GCC Clause 11 and Section-III, evaluation criteria, the element of Rajasthan VAT shall be excluded whereas that of Central Sales Tax shall be included for comparison of rates.
4.4	While comparing the rates in respect of firms within Rajasthan the element of Rajasthan Sales Tax/VAT shall be included.
4.5	VAT or CST, as applicable, should be mentioned clearly and separately.
4.6	VAT or CST, if exempted, it should be specified in BF-III.

4.7	If an item quoted in the bid does not attract excise duty at the time of bidding and excise duty is levied by the union government subsequently, the bidder shall be entitled to such excise duty paid on production of invoices drawn as per Central Excise Rules. However, a small or medium manufacturer enjoying exemption from levy of excise duty up to a certain turnover limit, no additional payment on account of levy excise duty shall be admissible subsequently on exceeding the turnover limit.
-----	--

2. Qualification Criteria

The lowest evaluated bidder shall have the necessary Qualifications to successfully fulfill its obligation under the contract. The Officer Incharge, ARSS, Diggi with the help of Technical Committees and Purchase Committee specified the Qualification Criteria. Minimum acceptable levels with regards to Bidder's experience in supply goods and related services with comparable technical parameters, its financial capability and other factors are defined.

Clause No.	Description
1.	Size of operation:- The minimum average gross annual turnover of the Bidder or firm for last three financial year shall be as per Table-1. This includes the total payments received by the Bidder in Indian rupees for contract completed or under execution over the last three years.
2.	Contractual experience:- The bidder shall be a manufacturer/direct importer/Distribution/Authorised dealer who must have manufactured/ imported and supplied and installed this equipments/instruments in India satisfactorily. The list of such installation of the equipments may be asked from the bidder in verification of BF-VI information and he should submit self attested copy of purchase order, indent and invoice (inclusive of quantity & rate).
3.	Technical experience:- The goods offered/ being procured have been produced and sold for at least three years and have been in operation satisfactorily.
4.	Financial position:- The soundness of the Bidders financial position showing long term profitability demonstrated through audited annual financial statement (Balance Sheet, Income Statement etc.) for last three years.
5.	Litigation history:- The information regarding all pending claims, arbitration, or other litigation may be asked by the Officer Incharge, ARSS, Diggi from the Bidder.
6.	Tax clearance certificates:- Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer or affidavit and the 'PAN' issued by Income Tax Department
7.	Declaration regarding qualifications under Section 7 of the Act:- Declaration regarding qualifications of the Bidder as required under Section 7 of the Act shall be given in specified format provided in Section IV, Bidding Forms.





**AGRICULTURE RESEARCH SUBSTATION
(Sri Karan Narendra Agricultural University)
DIGGI**

Ph. 9414347235 e-mail:“incharge.arss.diggi@sknau.ac.in”

**Dr. A. L Babel
OFFICER INCHARHE**

Section IV: Bidding Forms

Table of Contents

Name of Bidding Forms (BF)	Pages
DD/ Bankers cheque	
Technical Bid Submission Sheet (BF-I)	
Financial Bid Submission Sheet (BF-II)	
Financial Bid Format (BF-III)	
Declaration and Undertaking (BF-IV)	
Annual Turnover Statement (BF-V)	
Statement of Past Supplies and Performance (BF-VI)	
Pre-stamp receipt (BF-VII)	
Format of Affidavit for EM-II (BF-VIII)	
Declaration (BF-IX)	
Memorandum of Appeal under RTPPA, 2012 (Form No. 1) (BF-X)	
Declaration by the Bidder regarding qualifications (BF-XI)	
Declaration regarding manufacturer/ direct importer/Distributor/Authorized dealer (BF-XII)	
Authorisation from principal manufacturer(BF-XIII)	
Authorisation of Bidder by the Firm(BF-XIV)	
Verification (BF-XV)	

Technical Bid Submission Sheet (Cover 'A')

Dated:

To:

Officer Incharge

Agriculture Research Substation

Sri Karan Narendra Agriculture University, Diggi

Ph. 9414347235 e-mail: "incharge.arss.diggi@sknau.ac.in"

We, the undersigned, declare that:

1. I/Wehave examined and have no reservations to the Bidding Documentdated.....including Addenda/Clarification No.:.....Dated
We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section V, Schedule of Supply, the following Goods and Related Services:.....*Name of the item and Guarantee period*
2. Our Bid shall be valid for a period of 120 days from the date of technical bid opening in accordance with the Bidding Document, and it shall remain bidding upon us and may be accepted at any time before the expiration of that period. However, validity may also be extended with mutual consent;
3. If our Bid is accepted, we commit to submit a Performance Security in the amount of 5% of the contract price or as specified in Bid Document for the due performance of the contract;
4. Our firm, including any subcontractors or supplier for any part of the contract, have nationalities from the eligible countries;
5. I/We are not participating, as Bidders, in more than one Bid in this bidding process, in the bidding document;
6. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity;
7. I/We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
8. I/We understand that you are not bound to accept the lowest evaluated Bid or any other bid that you may receive;
9. I/We agree to permit the Officer Incharge, ARSS, Diggi or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Officer Incharge, ARSS, Diggi.
10. I/We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this bidding document in this procurement process and in execution of the contract;

11. My/our quoted items..... (Name of item).....fully comply with the technical specifications as per Bid Document Section V, schedule of supply.
12. **The following mandatory documents attached along with this Technical Bid Submission Sheet. The following documents/certificates/requirements are fulfilled :-**
- i. Cost of bid document and bid security;
 - ii. In case of Indian Manufacturer, valid Manufacturing License from Competent Authority ,*if applicable*, Acknowledgement of EM-II Memorandum/IEM/ Registration of SSI unit, copy of the registration with Central Excise Department/ exemption from registration, *if applicable*, as per provisions of Central Excise Act;
 - iii. In case of direct Importer, Import-Export Code (IEC) Certificate and Permission/Authorisation for sale from the foreign principal manufacturer;
 - iv. In case of Distributor/Authorized dealer authorization for sale from the principal manufacturer.
 - v. The average gross annual turnover of the bidder/firm shall be as per **Table-1** for last three years (BF-VI);
 - vi. Duly signed copy of Section VI A and VI B or BF-IX, as acceptance of terms & conditions;
 - vii. ISO/.....etc. *if applicable*;
 - viii. BIS certificate, in case of ISI marked items, *if applicable*;
 - ix. Any other documents.....

I/we understand that our bid will liable to be declared non responsive in case of any deficiency in fulfilment of above requirements on our part.

13. I/we accept all the terms, conditions and provisions of this bid document.

Name/Address.....

In the capacity or.....(*Designation*).....

Signed.....

Duly authorized to sign the Bid for and on behalf of.....(*Name of Firm*).....

Date.....

Tel:.....Fax:.....e-mail:.....

(To be submitted along with required fees)

Financial/Price Bid Submission Sheet (Cover ‘B’)

Dated:

To:

**Officer Incharge
Agriculture Research Substation
Sri Karan Narendra Agriculture University, Diggi**

Ph. 9414347235 e-mail:“incharge.arss.diggi@sknau.ac.in”

I/We the undersigned, declare that:

1. I/We have examined and have no reservations to the Bidding Document, including Addenda No.:..... Dated:, if any
2. I/We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section V, Schedule of Supply, the following Goods and Related Services.....(*Name of Equipments/ instruments/Items with guarantee.*).....;
3. The prices of said equipment/instruments/item is submitted to Officer Incharge, ARSS, Diggi as per instructions provided;
4. The financial Bid checked, confirmed and found as per Bid instructions;
5. The copy of DD/Banker’s Cheque as per ITB clause 7 with respect to Bid Security and cost of bidding document are enclosed as detailed below:-
 - (i) Bid Security `.....DD/Banker’s Cheque No.
 - (ii) Cost of bidding document `.....DD/Banker’s Cheque No.
6. I/We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
7. I/We understand that you are not bound to accept the lowest evaluated Bid or any other bid that you may receive;
8. I/We agree to permit the Officer Incharge, ARSS, Diggi, Jobner or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Officer Incharge, ARSS, Diggi.
9. I/We accept all the terms, conditions and provisions of this bid document.

Name/Address.....

In the capacity or.....(*Designation*).....

Signed.....

Duly authorized to sign the Bid for and on behalf of.....(*Name of Firm*).....

Date.....

Tel:.....Fax:.....e-mail:.....

FINANCIAL BID FOR QUOTED ITEM (s)

S.N.	Name of Item with full specification	Brand	Qty	Packing Unit	Net Rate per packing Unit (₹)	Rate of RST (VAT) or CST	Rate of Excise duty (It should be included in net Rate) (Col. 6)	Amount of excise duty workout accordingly Col. No. 8 (₹)	Total rates (6+7) (₹)
1	2	3	4	5	6	7	8	9	10
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									

Date

Signature

Name in Capital

Company /Firm Seal

Note: -

1. The rate quote should be inclusive of excise duty but exclusive of sales tax/VAT
2. Excise component should be separately shown in column no.8 for further reference
3. Rate should be quoted on separate sheets for each item.
4. Rate should be quoted only for packing units as mentioned in the bid
5. No quantity or cash discounts should be offered.
6. Read all the terms & conditions before filling the BF-III.
7. Please quote rates in absolute amount only.

(On Firm's letter head)

Declaration and Undertaking

(On Non Judicial Stamp Paper worth ` 100/- Attested by Notary Public and submitted with Cover-'A')

1. I/We..... (Name of firm) certify that the quoted model (of quoted item) is of latest technology and is not outdated.
2. I/We certify that the rates (of quoted item) are reasonable and not sold on lower rates to anyone than charged from Officer Incharge, ARSS, Diggi.
3. I/We do hereby undertake to ensure the availability of spare parts & consumables for quoted model of equipment for at least 5 years from the date of installation/supply on the cost basis.
4. I/We do hereby accept condition of guarantee period with spare parts of each quoted equipment as per terms & conditions or technical specifications. (From the date of installation/ demonstration).
5. (a) I/We do hereby undertake that our company/firm has not been black listed/banned/debarred by Union Govt. or any State Govt. or their subordinate departments from participation in bidding.
(b) I/We do hereby declare that our company/firm has been black listed/banned/debarred by..... (Name, Address of Govt./Deptt./State) and detailed information is as given below:
 - (i.) Cause of black listing/banning/Debarring.
 - (ii.) For which item.....:
 - (iii.) Period of black listing/banning/Debarring.
 - (iv.) Latest Status of black listing/banning/Debarring.
6. I/We hereby confirm that we have deposited all the VAT/Sales Tax / CST as on dated with the concerned authority/department. No VAT/CST is due on the firm as on dated

Place:

Signature of Authorized Signatory

Date:

Name and Signature of Bidder

Designation with seal

*(On Firm's letter head)***ANNUAL TURN OVER STATEMENT**

The Average Gross Annual Turnover of M/s..... *(Name of Firm)*..... and address for the past three years are given below and certified that the statement is true and correct:-

Sl. No.	Financial Years	Turnover in Lakhs (₹)
1.	2011-12	-
2.	2012-13	-
3.	2013-14	-
	Total	- ₹ _____ Lakhs

Average gross annual turnover ₹ _____ Lakhs

Date

Signature of the bidder

Signature of Auditor/Seal
Chartered Accountant
(Name & Address.)

Tel. No.

Mob. No.

(On Firm's letter head)

STATEMENT OF PAST SUPPLIES AND PERFORMANCE

**(SPECIAL CONTRACT CONDITION NO. -10)
(SCC-10)**

SEPARATE FOR EACH ITEM

I/We..... *(Name of firm.....)* do hereby certify that we have supplied ----- *(Name of equipment.....)* as per details given below:-

Financial year	Order placed by [full address of purchaser with telephone & fax no.]	Order No. and date	Description and quantity of ordered goods	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipments been supplied & installed satisfactory?
				As per contract	Actual		
2011-12							
2012-13							
2013-14							

1. It shall be submitted with technical bid and the above information should be verifiable from relevant documents of the bidder.
2. The different variants of same equipment may be considered.
3. In case of supply of imported item the suppliers may be asked to furnish a certificate and other information to the effect that the firm has completed all the formalities including bill of entries in custom in connection with import of the item in question.

Place:

Date:

Signature of Bidder with Seal

(On Firm's letter head)

PRE- STAMP RECEIPT

I/We received an amount of `nil..... from Director (Research), SKNAU, Jobner, through DD/BC No.nil.....dated.....nil.....NEFT or RTGS etc. as details for payment is given below:

- i. Name of supplier.....
- ii. Name & address of Firm.....
- iii. Name of bank & branch.....
- iv. Bank a/c type : Saving/Current/Over Draft/.....
- v. Bank a/c number.....
- vi. Bank branch MICR Code.....
- vii. RTGS Code.....
- viii. NEFT Code.....
- ix. PAN.....
- x. Bank contact person's name & Mobile no. :
-

This amount is received against refund of bid security of bid no.dated
and sanction No. Dated

Signature of Authorized Signatory

Place :

Name of Signatory

Date :

Designation with seal

(On Firm's letter head)

Format of Affidavit for EM-II

(On Non Judicial Stamp Paper of `10/-)

I/We.....(Name).....S/o.....(Name).....Aged.....
Yrs..... residing at(Address)..... Proprietor/Partner/Authorized Director of M/s
..... do hereby solemnly affirm and declare that:

- (a) My/Our above noted enterprise M/s(Name of Firm).....has been issued acknowledgement of Entrepreneurial Memorandum Part-II by the District Industries Centre.....(Name & Address with District & State)..... The acknowledgement No. is datedand has been 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 that 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.....

Date.....

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

(ON A NON JUDICIAL STAMP PAPER OF `100/-)

DECLARATION

I/We M/s. represented by its Proprietor/managing Partner/Managing Director having its Registered Office at and its Factory Premises at do declare that I/we have carefully read all the conditions of bid no. Dated.....including all the amendments in Ref.for supply equipments and instruments of (*Item name*) for Sri Karan Narendra Agriculture University, Jobner and accepts all conditions of bid including amendments, if any.

I/We agree that the Officer Incharge, ARSS, Diggi, Jobner may forfeit bid security and/or performance security and debar me/us for a period specifying in orders, if any information/document furnished by us is proved to be false/fabricated at the time of inspection and not complying with the terms and conditions of the bid document as presented in bid, GCC/SCC and other relevant documents.

Signature & Seal of bidder
Name & Address:

Note: - To be attested by the Notary

(On Firm's letter head)

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

[See rule 83 of RTPP and GCC No.-23]

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. Ground of appeal:

.....
.....
..... (Supported by an affidavit)

7. Prayer:.....

.....
.....

Place

Date

Appellant's Signature

(Shall be submitted on letter head of firm)

Declaration by the Bidder regarding Qualifications

In relation to my /our bid submitted to Officer Incharge, ARSS, Diggi for procurements of(name of items)in response to their Notice Inviting Bids 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 undertake/declare that the quoted item model is of latest technology, the item has not become outdated, that the rate quoted is not more than the rate charged from anyone else, that the bidder is not black listed or banned or debarred by central or any state government or its append gages, availability of spare parts and consumables for the quoted equipment for at least 5 years/life of the item, or whichever is earlier, from the date of installation for each item quoted in the bid.
3. Bid should not be submitted for the quoted item(s) for which the bidder has been blacklisted/banned/debarred either by bid inviting authority or Govt. of Rajasthan or by any other state/central Govt. and its agencies. This also applies to the bidder for its sister/ allied firm(s)/ unit(s).
4. 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 bidding document;
5. 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 subjected of legal proceedings for any of the foregoing reasons;
6. 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 statement or misrepresentations as 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;
7. 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:

(Shall be submitted on letter head of firm)

Declaration of Manufacturer/Direct Importer/Distributor/Authorized Dealer

Date: _____

I/We a legally constituted firm/body.....(*Name of Firm/Company with address*)..... and represented by Mr.....(*Name of Bidder/Sale proprietor/CMD/Chairman*).....
_____ declare that I am/ we are Manufacturers/Direct Importer/Distributor/Authorized dealer in the Goods and Related Services for which I/We have Bid.

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

I/we further declare that the item.....(*Name of item*)is Manufactured/Imported/Distributed/sold at our premises at.....(*Address of Factory & Office*).....

Signed.....

Name.....

In the capacity of.....

Duly authorized to sign the Authorization for and on behalf of.....(*Name of Sale proprietor /Firm/Company*).....
.....

Tel:

Fax:

e-mail:

Date:

(On the non-judicial stamp paper of `100/- and notarized)

Authorisation from principal manufacturer

To,
**Officer Incharge, Agriculture Research Substation
Sri Karan Narendra Agriculture University, Diggi**

Ph. 9414347235 e-mail:“incharge.arss.diggi@sknau.ac.in”

Subject: Regarding authorisation for our products.
Ref.: dated.....

Name of items.....

Dear Sir,

I/we.....(Name).....for M/s.....(Name of firm)..... who are proven and reputable manufacturers(Name of item).....having factory at(Address of Factory and Office)..... hereby authorize Messrs.....(Name of Bidder firm).....to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bid documents/NIB for the above goods manufactured by us.

I/we further confirm that no supplier or firm or individual other than Messrs.....(Name of Bidder Firm), is authorised to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bid documents for the above goods manufactured by us.

I/we also hereby extend our full guarantee as applicable as per Bid conditions of Contract, read with modifications/addendum, if any, in the Conditions of Contract for the goods and services offered for supply by the above firm against this Bid document.

I/we also hereby confirm that we shall also be responsible for the satisfactory execution of contract placed on the authorized Firm.

This authorization shall be valid till the completion of supply period and related services *i.e.* Guarantee, whichever is later.

Yours faithfully,
.....(Name & Signature).....

For M/s

AUTHORISED SIGNATORY

Accepted by the authorized Bidder Mr.....(Signature, Name & Address).....

(On the non-judicial stamp paper of `100/- and notarized)

Authorisation of Bidder by the Firm

To, **Officer Incharge, Agriculture Research Substation
Sri Karan Narendra Agriculture University, Diggi**

Ph. 9414347235 e-mail:“incharge.arss.diggi@sknau.ac.in”

Subject: Regarding authorisation of Bidder by the Firm.
Ref.: dated.....

Name of items.....

Dear Sir,

I/we.....(Name).....for M/s.....(Name of firm).....
who are proven and reputable manufacturers(Name of item).....having factory
at(Address of Factory and Office)..... hereby authorize Mr.....
(Name & Designation of Bidder).....to submit a Bid, process the same further and enter into a
contract with you against your requirement as contained in the above referred Bid documents/NIB for
the above goods manufactured by us.

I/we obtain the approval of Board of Directors of our Firm in the meeting no.....held
on dated.....at Agenda No.....

I/we further confirm that no individual other than Mr.....(Name & Designation of Bidder), is
authorised to submit a Bid, process the same further and enter into a contract with you against your
requirement as contained in the above referred Bid documents for the above goods manufactured by
our Firm.

I/we also hereby extend our full guarantee, as applicable as per Bid conditions of Contract,
read with modifications/addendum, if any, in the Conditions of Contract for the goods and services
offered for supply by the authorized Bidder/Signatory against this Bid document.

I/we also hereby confirm that we shall also be responsible for the satisfactory execution of
contract placed on the authorized Firm.

This authorization shall be valid till the completion of the rate contract period and related
services ie. Guarantee etc., whichever is later.

The attested photocopy of photo ID/Voter ID/Driving License/Any other equal document for
authorised person is enclosed here.

Yours faithfully,
.....(Name & Signature of Chairman & CMD).....
For M/s
AUTHORISED SIGNATORY OF FIRM

Accepted by the authorized person Mr.....(Signature, Name & Address).....

(Shall be submitted on letter head of firm)

VERIFICATION

I/we.....S/o.....Aged.....
....year residing at Authorized Bidder/Proprietor/
Partner/Director of Firm M/s..... verify and confirm that the contents
of bidding documents , its bidding forms **BF-I to BF-XV** and other information submitted for BID no.
..... are true and correct to the best of my knowledge and nothing has been concealed therein.

May God help me.

Signature of Bidder.....
Name:
Address:
Mobile No.....
e-mail address.....



AGRICULTURE RESEARCH SUBSTATION
(Sri Karan Narendra Agricultural University)
DIGGI

Ph. 9414347235 e-mail:“incharge.arss.diggi@sknau.ac.in”

Dr. A. L Babel
OFFICER INCHARHE

Section V: Schedule of Supply

Table of Contents

S. No.	Description	Pages
1.	List of Goods and Related Services	
2.	Delivery and Completion Schedule	
3.	Technical Specifications	
4.	Drawings	
5.	Inspections and Tests	



AGRICULTURE RESEARCH SUBSTATION
(Sri Karan Narendra Agricultural University)
DIGGI

Ph. 9414347235 e-mail: "incharge.arss.diggi@sknau.ac.in"

Dr. A. L Babel
OFFICER INCHARHE


Section V: Schedule of Supply

Clause No.	Description
1	List of goods and related services
1.1	Name of item.....
1.2	Delivery, local transportation, installation, commissioning, demonstration and training etc.
1.3	Guarantee Period starts from the date of delivery/ installation for a period of 2 Years.
2	Delivery and completion schedule
2.1	SUPPLY ORDERS AND SUPPLY SCHEDULE:
2.1.1	Supply order will be placed through registered post/e-mail/any communication medium by the ARSS, Diggi. The date of dispatch of letter or communication date will be treated as the date of order for calculating the period of execution of order. The successful bidder will execute the orders within a delivery period of 45 days or as specified in the supply order.
2.1.2	In case of imported items, 30 days will be given in addition to above mentioned period.
2.1.3	The successful bidder acknowledge receipt of orders within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the items on risk & cost purchase provision.
2.1.4	The consignee for supplies shall be the Officer Incharge, Agriculture Research Substation, Diggi or their equivalent or should as mentioned in supply order.
2.1.5	The ready stock position of the item, if provided by the firm, may be considered by the University.
2.1.6	It may be noted that the University does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific items from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained.
2.1.7	The quantities indicated in the Table-1 are mere estimates and are intended to give an idea to the prospective bidder. The figures indicated do not constitute any commitment on the part of University to purchase any of the articles and the quantities shown therein against each or in any quantity whatsoever and no objection against the quantity of the indent of approved item being more or less than the indicative quantity will be entertained and shall not be acceptable as a ground for non supply of the quantity indented.

2.2	PROCURING ENTITY'S RIGHT TO VARY QUANTITY:
2.2.1	The quantities are only indicative for purchase of equipments and instruments. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation. No minimum quantity is guaranteed. Repeat orders for extra items or additional quantities upto 50% of the value of goods of the original contract as per provisions of RTPPA, 2012 and RTPPR, 2013 may be placed on the rates and conditions given in the contract.
2.2.2	If the Officer Incharge, ARSS, Diggi, procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
2.2.3	If the Bidder fails to supply the Officer Incharge, ARSS, Diggi, shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier.
2.3	PACKING & INSURANCE:
2.3.1	The good will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather of otherwise in any situation. The insurance charges will have to be borne by the supplier and the Officer Incharge, ARSS, Diggi, Jobner shall not be required to pay any such charges, if incurred.
2.3.2	The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by Sea, Rail, Road or Air and delivery of material in good condition to the Procurement Officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the Checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes.
2.3.3	Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the Officer Incharge, ARSS, Diggi and the same shall not be returned to him.
2.4	REJECTION OF GOODS:
2.4.1	Articles not as per specification/ or not approved shall be rejected by the Officer Incharge, ARSS, Diggi /consignee and will have to be replaced by the supplier firm at its own cost within 15 days or as time limit fixed by the Officer Incharge, ARSS, Diggi.
2.4.2	All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of Officer Incharge, ARSS, Diggi as to the quality of stores be final and binding upon the bidder. In case any of the articles supplied are not found as per specification or declared sub-standard/spurious, that shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
2.4.3	The rejected item must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.
2.4.4	No payment shall be made for defective/incorrect items. However, if payment has been made, then defective items shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement. Joint inspection of

	defective material may be carried out as required by the University. However sample of ISI marked material found defective shall be kept by consignee for reference to BIS.
2.4.5	In case firm wants to take back item to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material be returned to supplier firm for rectification.
2.4.6	The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage in transit, the Bidder shall be responsible. No extra cost on such account shall be admissible.
2.5	TERMS OF PAYMENT:-
2.5.1	Payment shall be released on receipt of certificate of supply as per specifications and in good condition from the consignee along with the bill. Installation/commissioning of equipment and rendition of required satisfactory training to the consignee's personnel, if any, shall also be necessary for releasing payment. In case of delayed supplies, deduction of L.D. as per provisions shall be made from payments. The firms shall seek time extension from the University before delayed dispatch of supplies.
2.5.2	Payment shall be made by NEFT/RTGS/account payee bank demand draft/banker's cheque, as the case may be. Expenses on this account, if any, shall be borne by the firm.
2.5.3	No advance payments towards cost of items will be made to the bidder.
2.5.4	All bills/invoices should be raised in triplicate and in the case of Excisable items; the bills should be drawn as per Central Excise Rules in the name of the authority concerned.
2.5.5	If at any time during the period of contract, the price of bid items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform Officer Incharge, ARSS, Diggi immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.
2.5.6	In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the bid. For claiming the additional cost on account of the increase in Excise Duty, the bidder should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of excise duty of items, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of excise duty of items will be deducted without any change in the basic price structure of the items approved under the bidder.
2.5.7	In case of successful bidder has been enjoying excise duty exemption on any criteria, such bidder will not be allowed to claim excise duty at later point of time during the tenure of contract, if the excise duty become chargeable on goods manufactured due to any reason.
2.6	LIQUIDATED DAMAGES:
2.6.1	The time specified for delivery in the bid form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.
2.6.2	In case of extension in the delivery period with liquidated damages, recovery of L.D. shall be made at such rates, as given below, of value of stores which the bidder has failed to supply :- (a) Delay up to one- fourth period of the prescribed Delivery Period - 2.5% (b) Delay exceeding one fourth but not exceeding half of the Prescribed delivery period - 5%

	<p>(c) Delay exceeding half but not exceeding three- fourth of the Prescribed delivery period - 7.5%</p> <p>(d) Delay exceeding three- fourth of the prescribed period -10% Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%.</p>
2.6.3	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 Officer Incharge, ARSS, Diggi, for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only be released by purchase officer after sanction of extension in delivery period.
2.6.4	Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without Liquidated Damage.
2.6.5	<p>If the bidder is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with the prior approved from Officer Incharge, ARSS, Diggi. The bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder.</p> <p>The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the University/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made under the Rajasthan Public Demand Recovery Act, 1952 or any other law for the time being in force. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period.</p>
2.7	RECOVERIES:-
2.7.1	Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the University. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.
2.7.2	Any recovery on account of L.D. charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the University can also be recovered from any sum accrued against this bid after accounting for untied sum or due payment lying with University against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with University but decision of Officer Incharge, ARSS, Diggi regarding authenticity of sum payable shall be final.



3. Technical Specifications of item

Dated: 30.1.2016

3.1 Seed processing unit

S.N	Specifications for Seed processing unit (For Methi, Coriander, Cumin and Fennel)
1.	Seed Grinder (with built in Distorter and Aspiration) Specifications Cleaning capacity 250 kg/ha for seed spices Scalping & Grading sareens 2-4 Cleaning Device- Nylon Brush or suitable material for seed spices Feeding system- Feed Repper, regulator for inflorid of grain entire desk Working- Continuous type
2	Gravity separator Specifications Capacity- 250 kg/ha for spices Motor vibrating deek-90 w 1500 rpm Motor- 1 HP Inter chargeable deek
3.	Seed Grader Dor sereena cleaner type for spices Capacity- 100-150 kg per hour for spices Motor- 1HP Motor vibrating deek-90 w 1500 rpm Sereetv size 200 mm-450 mm (Approx.) Additional sievies 01 set of 03 sievies
4	Seed Grader Indented type Capacity- 100-150 kg/ha (based on wheat) constructed with metal components Motor for cylinder 90 W 1500 rpm Features- variable speed drive cylinder table round Model with inter chargeable cylinders
5	Compact universal moisture meter- Approx. Wt. 10 kg with visible test cup body mode of steel having auto calibration with different hot keys. Visible while giving pressure
	Accessories- Seed, dryer, different sievies, optional accessories, taxes and other charges

The above specifications (technical) are not tailored mode of any company or firm

Conditions:

- a. Installation should be at our site.
- b. Leakage checking report, air velocity/pressure, etc for Laminar Air Flow should be done at our site and a certificate for all these tests to be provided.
- c. Installation will be done by supplier free of cost.
- d. The service engineer should be based on Rajasthan.
- e. The successful bidder has to demonstrate the working of equipment at the site of installation.
- f. The company should mention the make & model name/number of the quoted equipment and submit the technical brochure of the quoted model in the technical bid along with compliance sheet as per technical specifications.

Guarantee: Two years on equipment from the date of installation.

General features:

- i. Bidders are requested to send with bid, printed descriptive literature of the quoted items.
- ii. If Bidder supplied to or have rate contract of quoted items with any other Govt. institutions within one year, he may be asked to provide copies of purchase orders, invoices and rate contract.

4. Inspection and Tests

Clause No.	Description
4.1	INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-
4.2	The equipments and instruments supplies shall be according to specifications provided at Section V, schedule of supply clause 3 Technical Specifications and shall be inspected by the University/committee as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any Inspecting Agency/Committee of experts at the works of the Manufacturer or at site of installation. The supplier shall provide all facilities for inspection/testing free of cost.
4.3	Notwithstanding the fact that the authorized inspecting agency had inspected and/or has approved the stores/articles, the procurement officer or his authorized Expert, not below the rank of Associate Professor/ Accountant, may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract.
4.4	In case of doubts in inspection/ test, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee will not accept the material and shall inform the Officer Incharge, ARSS, Diggi within 3 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to remove the defect or replace the defective equipment/item within 15 days of receipt of intimation from the consignee. However, the date of delivery, in case of defective item shall be taken as the date on which the University accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier.
4.5	If required, the consignee may refer inspection committee to match the specification with available reserved sample with the University which is submitted by the firm/supplier at the time of technical approval.
4.6	In case of imported item, the supplier shall ensure that the item shall be inspected by the third party Inspection Agency before dispatched to the consignee. In case any un-inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the University shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm.





AGRICULTURE RESEARCH SUBSTATION
(Sri Karan Narendra Agricultural University)
DIGGI

Ph. 9414347235

e-mail: "incharge.arss.diggi@sknau.ac.in"

Dr. A. L Babel
OFFICER INCHARHE

Section VI A: - General Conditions of Contract (GCC)
Table of Contents

S. NO.	DESCRIPTION
1.	DEFINITIONS
2.	GENERAL TERMS
3.	BID SECURITY
4.	FORFEITURE OF BID SECURITY
5.	GUARANTEE CLAUSE
6.	MARKING
7.	COMPARISON OF RATES
8.	PERFORMANCE SECURITY (P.S.) AND AGREEMENT
9.	SUPPLY ORDERS
10.	PURCHASE PREFERENCE
11.	TERMS OF PAYMENT
12.	LIQUIDATED DAMAGES
13.	RECOVERIES
14.	INSPECTION
15.	PACKING & INSURANCE
16.	REJECTION
17.	CORRECTION OF ARITHMETIC ERRORS
18.	PROCURING ENTITY'S RIGHT TO VARY QUANTITY
19.	VALIDITY OF BID
20.	PRICE ESCALATION
21.	SUBLETTING OF CONTRACT
22.	FALL CLAUSE
23.	GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS
24.	COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST
25.	DISPUTE SETTLEMENT MECHANISM
26-34	OTHER CLAUSES
35	JURISDICTION



AGRICULTURE RESEARCH SUBSTATION
(Sri Karan Narendra Agricultural University)
DIGGI

Ph. 9414347235 e-mail: "incharge.arss.diggi@sknau.ac.in"

Dr. A. L Babel
OFFICER INCHARHE

Section VI A: - General Conditions of Contract (GCC)

Bidder should read these terms & conditions carefully and comply strictly while submitting their bids. If a bidder has any doubt regarding the terms & conditions and specifications mentioned in the bid notice/catalogue, he should refer these to the Officer Incharge, ARSS, Diggi, before submitting bids and obtains clarifications. The decision of the Officer Incharge, ARSS, Diggi shall be final and binding on the bidder. The clauses of terms & conditions are as follows:-

Clause No.	Description
1.	Definitions
	<p>The following words and expressions shall have the meanings hereby assigned to them: 'Act'. Means the Rajasthan Transparency in Public Procurement Act, 2012. 'Rules' Means the Rajasthan Transparency in Public Procurement Rules, 2012. 'Completion' Means the fulfilment of the supplies and Related Services by the supplier in accordance with the terms and conditions set forth in the contract. "Contract" Means the Agreement entered into between the Procuring Entity and Supplier, together with the contract documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein. "Contract Documents" Means the documents listed in the Agreement, including any amendments thereto. "Contract Price/Rate" Means the price payable to the supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract. "Day" Means calendar day. "Delivery" Means the transfer of the goods from the supplier to the Procuring Entity in accordance with the terms and conditions set forth in the contract. "GCC" Means the General Conditions of rate Contract. "SCC" Means the Special Conditions of rate Contract". "Goods" Means all of the commodities, raw material, machinery and equipment, documents, guarantee/warrantees and /or other materials that the supplier is required to supply to the Procuring Entity under the Contract. "Procuring Entity" Means the Entity purchasing the Goods and Related Services, Officer Incharge, ARSS, Diggi or as specified in the SCC. "Related Services" Means the services incidental to the supply of the Goods, such insurance, installation, training and initial maintenance, commissioning of equipment or machinery and other similar obligations of the supplier under the contract. "Subcontractor" Means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied is subcontracted by the supplier. "Supplier" Means the natural person, private or government entity, or a combination of the above, whose Bid to perform the contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted</p>

	<p>assigns of the supplier.</p> <p>"The Site" where applicable, means the place of delivery, installation, testing/commissioning of the goods/equipment or machinery or as mentioned in the supply order.</p> <p>"Consignee" Means the receiver of the stores as mentioned in supply order.</p>
2.	General terms
2.1	Bids are invited from Indian manufacturers /direct importers/ Distributors/authorized dealers (Bidder shall submit declaration in BF-XII, XIII & XIV).
2.2	Bid shall be submitted up to 11.00 AM on dated 23.02.2016 as per schedule (col. no. 4) to Officer Incharge, ARSS, Diggi. At any time prior to the date of submission of bid, Bid Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the condition in bid document by an amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, Bid Inviting Authority may at his discretion, extend the date and time for submission of bid. Interested eligible bidders may obtain further information in this regard from the office of the Bid Inviting Authority.
2.3	The bidder should have average gross annual turnover as per Table-I, for the preceding three financial years to be eligible to participate in the bid.
2.4	Supplies shall be made directly by the bidder, and suppliers. Manufacturer bidder should have permission to manufacture the item quoted as per specification given in the bid from the competent authority.
2.5	Bid shall be submitted to Officer Incharge, ARSS, Diggi.
2.6	<p>The bidder shall submit following certificates along with the bid the:-</p> <p>(i) Bid security and cost of bid document shall be deposited through DD/Banker's cheque in favour of Officer Incharge, ARSS, Diggi.</p> <p>(ii) (a) Manufacturer- bidder shall enclose duly self attested photocopy of acknowledgement of EM-II Memorandum/IEM/ Registration of SSI unit for the products duly approved by the licensing authority for every product quoted in the bid. The license, if any, should be renewed up to date. Acknowledgement of EM-II, issued by District Industries Centre with an affidavit as per Annexure-J, under rules for preference to industries of Rajasthan, in respect of stores for which they are registered (BF-VIII).</p> <p>(b) Likewise, SSI manufacturer/bidder shall submit documents relating to the production capacity and properly installed quality control measures at the production site/ unit at the time of bid/agreement, which may be a certificate from NSIC (For micro and small scale industrial units) /MSME (Micro, Small, Medium Enterprises)/production capacity certificate issued from Industries Department.</p> <p>(iii) Firm shall submit copy of the registration with Central Excise Department/ exemption from registration, if applicable, as per provisions of Central Excise Act.</p> <p>(iv) In case of imported equipments and instruments self attested photocopy of IEC certificate and permission/authorization for sale from the foreign principal manufacturer.</p> <p>(v) In case of Distributor/ Authorised dealer, self attested copy of authorization from the Principal manufacture.</p> <p>(vi) Duly self attested photocopy of BIS certificate, renewed up to date with respective schedule for ISI certification for quoted items, if applicable.</p> <p>(vii) Duly attested photocopy of ISO Certificate, if applicable.</p> <p>(viii) Duly attested photocopy of BIS certificate from Govt. of India lab or from Govt. of India approved lab for the quoted items, as mentioned in Table-1.</p> <p>(ix) The average annual turnover statement for preceding three financial years expired on March 31st, signed by the bidder, duly verified by the C.A. and attested by notary public.</p>

	<p>(x) Copies of annual accounts (Balance Sheet & Profit & Loss statements) certified by the auditors for the preceding three financial years may also be asked.</p> <p>(xi) Duly self attested copy of latest Sales Tax/VAT clearance certificate (up to 31.03.2014) from the Commercial Tax Officer of the circle concerned, from where supplies will be affected, shall be submitted.</p> <p>(xii) Declaration regarding point of supply with full address in Bid Submission Letter.</p> <p>(xiii) A combined undertaking/declaration regarding that the quoted item model is of latest technology, the item has not become outdated, that the rate quoted is not more than the rate charged from anyone else, that the bidder is not black listed or banned or debarred by central or any state government or its append gages, availability of spare parts and consumables for the quoted equipment for at least 5 years/life of the item, whichever is earlier, from the date of installation must be submitted for each item quoted in the bid.</p> <p>Bid should not be submitted for the quoted item(s) for which the bidder has been blacklisted/banned/debarred either by bid inviting authority or Govt. of Rajasthan or by any other state/central Govt. and its agencies. This also applies to the bidder for its sister/ allied firm(s)/ unit(s).</p> <p>(xiv) The declaration from the bidder regarding qualifications (BF-XI).</p> <p style="text-align: center;">PLEASE ALSO NOTE THAT: -</p> <p>(A) All the above mentioned documents must be submitted duly signed on each page and self attested.</p> <p>(B) All attested documents must be submitted in Hindi or English language. If the documents are not in Hindi or English, translated version of the same, in Hindi or English, duly signed and attested by authorized translator must be submitted along with copy of original document.</p> <p>(C) All the above mentioned documents should be under the name and address of the premises where the quoted items are actually manufactured/stored for supply.</p> <p>(D) The point of supply should be specified as has been requested in bid conditions above.</p> <p>(E) The bidder may be asked to submit its annual accounts (Profit & Loss account & Balance Sheet etc.).</p>
2.7	Financial Bid duly filled in giving the rates for quoted items should be submitted to Director (Research), SKNAU, Jobner. The rate should not be disclosed in the technical bid.
2.8	The required amounts towards cost of bid document and bid security shall be deposited through DD/Banker's cheque in the office of Officer Incharge, ARSS, Diggi on or before the last date and time of bid submission. All bids received will be opened in the presence of bidders, who choose to be present. Financial bid will be opened only for those bidders, who satisfy the criteria laid down by the University on the details furnished by the bidder in technical bid in compliance of terms & conditions of the bid.
2.9	(i) In case of the bid being submitted by a proprietary firm, the bid must be signed by the sole proprietor. In case of a partnership firm, bid must be signed on behalf of the firm by a person authorized, holding a power of attorney in his favour to do so; and in the case of a company, the bid must be signed by an authorized signatory, in the manner laid down in the Articles of Association of the bidder company. (ii) Any change in the constitution of the firm/ company shall be notified forthwith by the bidder/contractor in writing to the Officer Incharge, ARSS, Diggi and such change shall not relieve any former member of the firm/ company from the liability

	under the conditions of the bid/contract. No new partner / partners shall be accepted in the firm by the bidder/contractor in respect of the bid/contract unless he/ they agree to abide by all its terms and conditions and submit a written agreement to this effect with the Officer Incharge, ARSS, Diggi. The bidder's/contractor's receipt for acknowledgement or date of any new partner subsequently inducted, as above, shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.
2.10	The bid documents shall be filled with ink or typed. The bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms and conditions of the bid.
3	BID SECURITY:
	<p>(i) Bid shall be accompanied with a bid security as mentioned in Table-1. Bids submitted without sufficient bid security will be summarily rejected.</p> <p>(ii) The bid security of bidder shall be refunded after the earliest of the following events, namely:-</p> <p>(a) the expiry of validity of bid security;</p> <p>(b) the execution of agreement for procurement and performance security is furnished by the successful bidder;</p> <p>(c) the cancellation of the procurement process; or</p> <p>(d) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.</p> <p>Bidder should produce a pre stamp receipt as per BF-VII with the bid document for that purpose.</p> <p>(iii) Firms which are registered as micro or SSI Unit of Rajasthan with Commissioner of Industries shall furnish the amount of bid as mentioned in Table-1. In respect of items for which they are registered to manufacture, shall submit an attested copy of acknowledgment of EM-II issued by DIC, with an affidavit on non-judicial stamp paper worth `10/- as per BF-VIII.</p> <p>(iv) The Public Sector Undertakings need not furnish any amount of bid security.</p> <p>(v) The bid security lying with the University in respect of other bids awaiting approval or rejection or on account of contracts being completed, will not be adjusted towards bid security for the fresh bids. The bid security may, however, be taken into consideration in case bids are re-invited for the same item.</p> <p>(vi) In case any document submitted by the bidder or by his authorized representative is found to be forged, false or fabricated, the bid shall be rejected and bid security may be forfeited. Bidder/his representative may also be banned/debarred. Report with police station may also be filed against such bidder/his representative.</p>
4	FORFEITURE OF BID SECURITY: -
	<p>The bid security will be forfeited if:</p> <p>(i) The bidder withdraws or modifies the offer after opening of financial bid, but before acceptance of bid,</p> <p>(ii) The bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority (on the request of the bidder),</p> <p>(iii) The bidder does not deposit the 'performance security' after the supply order is placed/requested for signing the agreement,</p> <p>(iv) The bidder fails to commence the supply of the items as per supply order within the time prescribed,</p> <p>(v) The bidder fails to submit samples/demonstration of quoted item on demand,</p> <p>(vi) The bidder violates any of the terms & conditions of the bid document.</p>
5	GUARANTEE CLAUSE:-
	(i) The bidder would guarantee for two years, that the subject matter of procurement would continue to conform to the description and quality as per technical

	<p>specifications and performs as per descriptions, from the date of delivery/installation of the said subject matter of procurement. Notwithstanding the fact that the purchaser may have inspected and/or approved the said subject matter of procurement during the guarantee period, if the said subject matter of procurement is discovered not to conform to the description and quality as aforesaid or not performing, as described, the procuring entity will be entitled to reject the said subject matter of procurement or such portion thereof as may be discovered not to conform to the said description and quality or not performing as described. On such rejection, the subject matter of procurement will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The successful bidder shall, if called upon to do so, replace the goods etc. or such portion thereof, as rejected by the procuring entity. Otherwise, the bidder shall pay such damages, as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the procuring entity in that behalf under this contract or otherwise.</p> <p>(ii) The bidder shall, during the guarantee period appearing in the contract, replace the whole subject matter of procurement or part(s), if any, and remove the manufacturing defects, if found during the above period so as to make the machinery and equipment operative.</p> <p>(iii) In case of the machinery or equipment, the successful bidder shall be responsible for carrying out annual maintenance and repairs on the terms & conditions, as agreed. The bidder shall also be responsible to ensure adequate and regular supply of spare parts and consumables required for the machinery or equipment, whether under their annual maintenance and repairs contract or otherwise. In case of change of model the bidder shall notify the procuring entity sufficiently in advance, to facilitate procurement of sufficient quantity of consumables/ spare parts from the bidder to maintain the machinery or equipment.</p> <p>(iv) In case, any item supplied by the successful bidder does not conform to the required specifications, the payment thereof, if received by the supplier, shall have to be refunded to the Officer Incharge, ARSS, Diggi. The supplier will not have any rightful claim to the payment of cost for substandard supplies, which may have been consumed, either in part or whole, pending receipt of laboratory test/inspection report, wherever required. Supply of goods less in weight and volume than those mentioned on the label of the container, the same will be dealt with in the manner prescribed under rules.</p>
6	MARKING
	<p>All non consumable subject matter of procurement, except glass or imported articles, (like instruments/equipments and others accessories) should bear marking ARSS, Diggi or as mentioned in supply order in English on the instruments/equipments, without which the supply will not be entertained.</p>
7	COMPARISON OF RATES:
	<p>(i) Only net rates should be quoted. No separate free goods or cash discounts should be offered. Rates must be valid for the entire bid validity period.</p> <p>(ii) In comparing the rates quoted by a firm from outside Rajasthan and another bidder from within the state, the element of Central Sales Tax shall be added in the rates of the from outside Rajasthan and VAT or RST, if any, shall be excluded from the rates quoted. While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan VAT or CST shall be excluded from the rates quote.</p> <p>(iii) Consignee may be located at a district headquarter (except equipment/machinery requiring installation and commissioning, the place may be any other station) or</p>

	<p>as directed by Officer Incharge, ARSS, Diggi and the rates must be quoted accordingly. No cartage or transportation charges shall be payable.</p> <p>(iv) The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charges, including transit insurance, and any other levies or duties etc. on the subject matter of procurement, except <i>VAT or CST</i>.</p> <p>(v) Excise duty or surcharge prevailing on the date of submission of bid rate must be included in the net rate and should also be shown separately in the Financial Bid (BF-IV). In the event of any subsequent variation (increase or decrease) in the rate of excise duty, <i>VAT or CST</i> by the government (state or central), the same will be admissible accordingly.</p> <p>(vi) If the rates of item quoted are found same from two for more bidders, then the such bidders shall be asked to submit revised financial bid, containing reduced rates within given time by Officer Incharge, ARSS, Diggi.</p> <p>(vii) The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors or overwriting and corrections, if any, should be made clearly and initialled with dates. Element of the Rajasthan <i>VAT</i> or Central Sales Tax should be mentioned separately.</p> <p>(viii) The bidder will exercise all due diligence at their own level regarding applicability of other taxes, duties and fees etc. for the unit of supplies as specified in the bid document and accordingly include the same in their quotes. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained later on any account.</p> <p>(ix) (A) No part of the bid document should be detached/deleted. (B) The bidder shall sign with seal on every page of the bid form and terms & conditions (Annexure-B & N) in token of his acceptance of all the terms & conditions of the bid and upload the same along with bid documents. He should also sign at the bottom of each page of the original bid items, Non receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.</p> <p>(x) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, this shall render the bid to be rejected without notice.</p> <p>(xi) For comparison of rates, the average comprehensive annual maintenance charges shall be added to the rate quoted for the equipments, if comprehensive annual maintenance is applicable.</p>
8	PERFORMANCE SECURITY (P.S.) AND AGREEMENT:
	<p>(i) The Performance Security (P.S.) shall be 5% of the total value of stores ordered for supply. The Procurement Officer will not release payment for supplies, until the additional Performance Security due is either deposited by the supplier or additional P.S. as calculated, is withheld.</p> <p>(ii) The bid security of successful Bidder will be adjusted towards Performance Security. The bidders shall submit DD/Banker's cheque in Technical Bid (Cover-'A').</p> <p>(iii) The performance security shall be refunded after six months after satisfactory completion of contract and after satisfying that there are no dues outstanding against the bidder subject to guarantee provisions.</p> <p>(iv) Firms, which are registered as micro and SSI units with the Department of Industries, Rajasthan shall furnish the amount of performance security @1% of value of indicative quantity as per bid catalogue on furnishing attested copy of Acknowledgment of EM-II issued by DIC with an affidavit as per BF-VIII.</p> <p>(v) It is to be noted that earlier years bid security and performance security, even if</p>

	<p>lying in this University shall not be considered towards this contract and therefore fresh bid security/performance security shall be deposited.</p> <p>(vi) The University will pay no interest on bid security or performance security amount.</p> <p>(vii) Successful bidders will have to execute an agreement on a Non Judicial Stamp Paper of an amount mentioned in the offer letter, in the prescribed form with the Officer Incharge, ARSS, Diggi and deposit performance security within 15 days from the date of acceptance of the bid is communicated to him. However, Officer Incharge, ARSS, Diggi may condone the delay in execution of contract by the bidder. The expenses in this regard shall be borne by the successful bidder. The validity of contract under this agreement shall be for a period, as mentioned.</p> <p>(viii) The bidder shall furnish the following documents at the time of execution of agreement:-</p> <p>(i) Attested copy of Partnership Deed, in case of Partnership Firms;</p> <p>(ii) Registration Number and year of registration, in case partnership firm is registered with Registrar of Firms;</p> <p>(ix) Address of residence and office, telephone numbers, in case of Sole Proprietorship with</p> <p>(i) Registration issued by Registrar of Companies, in case of Company.</p> <p>(x) In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of performance security shall be liable to forfeiture by Officer Incharge, ARSS, Diggi and decision of Officer Incharge, ARSS, Diggi shall be final.</p> <p>(xi) Public Sector Undertakings need not to furnish amount of performance security.</p> <p>(xii) The contract can be repudiated at any time by the Officer Incharge, ARSS, Diggi if the supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and after reasons for repudiation being recorded by him in writing. However, Officer Incharge, ARSS, Diggi may terminate the agreement of contract at any time without notice/intimation to the successful bidder.</p>
9	SUPPLY ORDERS:
	<p>(i) Supply order will be placed through registered post/e-mail/any communication medium by the University. The date of dispatch of letter or communication date will be treated as the date of order for calculating the period of execution of order. The successful bidder will execute the orders within a period of 45 days or as specified in the supply order.</p> <p>(ii) The successful bidder acknowledge receipt of orders within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the items on risk & cost purchase provision.</p> <p>(iii) In case of imported items, 30 days will be given in addition to above mentioned period.</p> <p>(iv) The ready stock position of the item, if provided by the firm, may be considered by the University for the Placement of supply orders.</p> <p>(v) It may be noted that the University does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific items from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained.</p> <p>(vi) The above quantities are only indicative for purchase of above said items. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation. No minimum quantity is guaranteed. Repeat orders</p>

	for extra items or additional quantities upto 50% of the value of goods of the original contract as per provisions of RTPPA, 2012 and RTPPR, 2013 may be placed on the rates and conditions given in the contract.
10	PURCHASE PREFERENCE: -
	Purchase preference to the extent of 15% of the requirement will be admissible to the goods produced or manufactured by registered small scale industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995 and approved by Board. Purchase preference admissible to the PSUs and to the SSIs of the state of Rajasthan, together shall not exceed 25% (10% for PSUs and 15% of SSI units). However, these units will be required to participate in bidding process and match lowest price (L-1).
11	TERMS OF PAYMENT:-
	<p>(i) Payment shall be released on receipt of certificate of supply as per specifications and in good condition from the consignee along with the bill. Installation/commissioning of equipments/instruments and rendition of required satisfactory training to the consignee's personnel, if any, shall also be necessary for releasing payment. In case of delayed supplies, deduction of L.D. as per provisions shall be made from payments. The firms shall seek time extension from the University before delayed dispatch of supplies.</p> <p>(ii) Payment shall be made by NEFT/RTGS/account payee bank demand draft/banker's cheque, as the case may be. Expenses on this account, if any, shall be borne by the firm.</p> <p>(iii) No advance payments towards cost of items will be made to the bidder.</p> <p>(iv) All bills/invoices should be raised in triplicate and in the case of Excisable items; the bills should be drawn as per Central Excise Rules in the name of the authority concerned.</p> <p>(v) If at any time during the period of contract, the price of bid items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform Officer Incharge, ARSS, Diggi immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.</p> <p>(vi) In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the bid. For claiming the additional cost on account of the increase in Excise Duty, the bidder should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of excise duty of items, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of excise duty of items will be deducted without any change in the basic price structure of the items approved under the bidder.</p> <p>(vii) In case of successful bidder has been enjoying excise duty exemption on any criteria, such bidder will not be allowed to claim excise duty at later point of time during the tenure of contract, if the excise duty become chargeable on goods manufactured due to any reason.</p> <p>(viii) If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment will be made/decided by Director (Research), SKNAU, Jobner.</p>
12	LIQUIDATED DAMAGES:

	<p>(i) The time specified for delivery in the bid form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.</p> <p>(ii) In case of extension in the delivery period with liquidated damages, recovery of L.D. shall be made at such rates, as given below, of value of stores which the bidder has failed to supply :-</p> <p>(a) Delay up to one- fourth period of the prescribed Delivery Period - 2.5%</p> <p>(b) Delay exceeding one fourth but not exceeding half of the Prescribed delivery period - 5%</p> <p>(c) Delay exceeding half but not exceeding three- fourth of the Prescribed delivery period - 7.5%</p> <p>(d) Delay exceeding three- fourth of the prescribed period -10%</p> <p>Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%.</p> <p>(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 Officer Incharge, ARSS, Diggi for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only be released by purchase officer after sanction of extension in delivery period.</p> <p>(iv) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without Liquidated Damage.</p> <p>(v) If the bidder is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with the prior approved from Officer Incharge, ARSS, Diggi. The bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder.</p> <p>The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the University/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made under the Rajasthan Public Demand Recovery Act, 1952 or any other law for the time being in force. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period.</p>
13	RECOVERIES:-
	<p>(i) Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the University. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.</p> <p>(ii) Any recovery on account of L.D. charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the University can also be recovered from any sum accrued against this bid after accounting for untied</p>

	sum or due payment lying with University against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with University but decision of Officer Incharge, ARSS, Diggi regarding authenticity of sum payable shall be final.
14	INSPECTION:-
	<p>(i) The equipments and instruments shall be according to specifications provided at Section V, (3) schedule of supply and shall be inspected by the agency/committee as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any Inspecting Agency/Committee of experts at the works of the Manufacturer or at site of installation. The supplier shall provide all facilities for inspection/testing free of cost.</p> <p>(ii) Notwithstanding the fact that the authorized inspecting agency had inspected and/or has approved the stores/articles, the procurement officer or his authorized Expert /Associate Professor/Comptroller or his/her nominee, may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in contract.</p> <p>(iii) In case of doubts in inspection/ test, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee will not accept the material and shall inform the Officer Incharge, ARSS, Diggi within 3 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to remove the defect or replace the defective equipment/item within 15 days of receipt of intimation from the consignee. However the date of delivery, in case of defective item shall be taken as the date on which the University accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier.</p> <p>(iv) If required, the consignee may refer inspection committee to match the specification with available reserved sample with the University which is submitted by the firm/supplier at the time of technical approval.</p> <p>(v) In case of imported item, the supplier shall ensure that the item shall be inspected by the third party Inspection Agency before dispatched to the consignee. In case any un-inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the University shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm.</p>
15	PACKING & INSURANCE:
	<p>(i) The good will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather of otherwise in any situation. The insurance charges will have to be borne by the supplier and the University shall not be required to pay any such charges, if incurred.</p> <p>(ii) The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by Sea, Rail, Road or Air and delivery of material in good condition to the Procurement Officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the Checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss</p>

	<p>discovered at the consignee's store, if it so likes.</p> <p>(iii) Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the University and the same shall not be returned to him.</p>
16	REJECTION:
	<p>(i) Articles not as per specification/ or not approved shall be rejected by the University/consignee and will have to be replaced by the supplier firm at its own cost within 15 days or as time limit fixed by the University.</p> <p>(ii) All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of Officer Incharge, ARSS, Diggi as to the quality of stores be final and binding upon the bidder. In case any of the articles supplied are not found as per specification or declared sub-standard/spurious, that shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.</p> <p>(iii) If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some defect are noticed then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by Officer Incharge, ARSS, Diggi shall be final.</p> <p>(iv) The rejected item must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.</p> <p>(iv) No payment shall be made for defective/incorrect items. However, if payment has been made, then defective items shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has performance Security as per condition no. 19) Joint inspection of defective material may be carried out as required by the University. However sample of ISI marked material found defective shall be kept by consignee for reference to BIS.</p> <p>(vi) In case firm wants to take back item to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material be returned to supplier firm for rectification.</p> <p>(vii) The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage in transit, the Bidder shall be responsible. No extra cost on such account shall be admissible.</p>
17	CORRECTION OF ARITHMETIC ERRORS:
	<p>Provided that a financial bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:</p> <p>(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;</p>

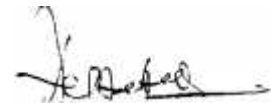
	<p>(ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and.</p> <p>(iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.</p> <p>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.</p>
18	PROCURING ENTITY'S RIGHT TO VARY QUANTITY:
	<p>(i) The quantity of equipments and instruments originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract. Repeat orders for extra items or additional quantities upto 50% of the value of goods of the original contract as per provisions of RTPPA, 2012 and RTPPR, 2013 may be placed on the rates and conditions given in the contract.</p> <p>(ii) If the Officer Incharge, ARSS, Diggi, Jobner procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.</p> <p>(iii) If the Bidder fails to supply the Officer Incharge, ARSS, Diggi shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier.</p>
19	VALIDITY OF BID:
	<p>Bids shall be valid for a period of 120 days from the date of opening of technical bid. Prior to the expiry of the period of validity of bid , the procuring entity, may request the bidders to extend the bill validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of the bid but in such circumstances bid security shall not be forfeited.</p>
20	PRICE ESCALATION:
	<p>Price Escalation or Price Variation shall not be applicable or considered under any circumstances for the purchases made under this bid or agreement. However, the provisions provided for tax variations are exclusive to this clause.</p>
21	SUBLETTING OF CONTRACT:
	<p>Subletting or assigning contract to third party is prohibited. In the event of Bidder violating this condition, the Officer Incharge, ARSS, Diggi shall be at liberty to place the contract elsewhere on the Bidder's account and at his risk. The Bidder shall be liable for any loss or damage, which the Government may sustain in consequence or arising out of such replacement of the contract.</p>
22	FALL CLAUSE:-
	<p>The prices under contract shall be subject to prise fall clause. The prices charged for the store supplies under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the stores of identical description to any other persons during the period of the contract in the state of Rajasthan. If any time, during the period of the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Officer Incharge, ARSS, Diggi and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand reduced correspondingly. It imply that if the contract holder quotes/ reduces its price to render similar goods at a price lower than the contract price to anyone in the State at any time during the currency of contract including extension period, the contract price shall be automatically reduced with effect from the date of reducing or quoting lower price for all delivery of subject matter of procurement under contract and the contract shall be amended accordingly.</p>

23	GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:
	<p>(i) The Designation and address of the First Appellate Authority is Hon'ble V.C., Sri Karan Narendra Agriculture University, Jobner, Distt. Jaipur (Raj.)-303 329 Or as decided by University authorities or GOR.</p> <p>(ii) The Designation and address of the Second Appellate Authority is, Principal Secretary/ACS, Department of agriculture, GOR or as decided by University Authorities or GOR.</p> <p>(iii) 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 of the Guidelines issued there under, 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 ground 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.</p> <p>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 of within thirty days from the date of the appeal.</p> <p>(iv) 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.</p> <p>(v) 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. Provision 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.</p> <p>(vi) Form of Appeal (a) An appeal under Para (1) or (3) above shall be in the Form (BF-XV) 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.</p> <p>(vii) 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.</p>

	<p>(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.</p> <p>(viii) Procedure for disposal of appeal</p> <p>(a) The first appellate authority or second appellate authority, as the case may be, upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.</p> <p>(b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be, shall,-</p> <p>(i) Hear all the parties to appeal present before him; and</p> <p>(ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.</p> <p>(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 free of cost.</p> <p>(d) The order passed under sub-clause (c) above shall be placed on the State Public procurement Portal.</p>
24	<p>COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST:</p>
	<p>Any person participating in a procurement process shall-</p> <p>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;</p> <p>b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;</p> <p>c) Not indulge in any collusion, Bid rigging or any-competitive behavior to impair the transparency, fairness and progress of the procurement process;</p> <p>d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;</p> <p>e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;</p> <p>f) Not obstruct any investigation or audit of a procurement process;</p> <p>g) Disclose conflict of interest, if any; and</p> <p>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.</p> <p>Conflict of Interest:-</p> <p>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.</p> <p>A Bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to:</p> <p>a. Have controlling partners/shareholders in common; or</p> <p>b. Receive or have received any direct or indirect subsidy from any of them; or</p> <p>c. Have the same legal representative for purposes of the Bid; or</p> <p>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</p>

	<p>regarding the bidding process; or</p> <p>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</p> <p>f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject of the Bid; or 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</p>
25	DISPUTE SETTLEMENT MECHANISM:-
	If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contact, the matter shall be referred by the Parties to the Officer Incharge, ARSS, Diggi who will appoint his senior most official as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. All legal proceedings, if necessary arise to institute may by any of the parties (University or Contractor) shall have to be lodged in courts situated at Jaipur in Rajasthan and not elsewhere.
26	All correspondence in this connection should be addressed to the Officer Incharge, ARSS, Diggi. Technical questions should be referred to the Officer Incharge, ARSS, Diggi direct by correspondence or by personal contact.
27	<p>(i) Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their bids.</p> <p>(ii) Supplier may be disqualified, banned or suspended from business during the rate contract, if :-</p> <p>(a) fails to execute a contract or fails to execute it satisfactorily ;</p> <p>(b) no longer has the technical staff or equipment considered necessary ;</p> <p>(c) is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation ;</p> <p>(d) The firm is suspected to be doubtful loyalty to state.</p> <p>(e) The State Bureau of Investigation (SBI) or any other investigating agency recommends such a course in respect of a case under investigation.</p> <p>(f) Officer Incharge, ARSS, Diggi is prima- facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it banned.</p>
28	No action on the letter head of the Bidder /firm regarding any complaints against the University will be considered unless the letter head bears the signature of the Bidder or the authority higher than the bid signatory of the firm.
29	<p>(i) If any certificate/documents/information submitted by the Bidder found to be false/forged/fabricated/vexatious or frivolous or malicious appeals or complaints etc. than bidder shall be liable for the appropriate legal action/RTPPA provision along with disqualification, banning, suspension etc. for limited or unlimited period.</p> <p>(ii) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.</p>
30	The University reserves the right to accept any bid not necessarily the lowest. University may reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which Bidder has been given or distribute items of stores to more than one firm/supplier.

31	The Purchase Committee will have the right of rejection of all or any of the quotations without giving any reason for the same.
32	Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
33	The Bidder must sign all the pages of bid document at the below of terms & conditions agreeing to abide by all conditions of the bid and accept them <i>in toto</i> . The Signing of BF-IX shall be treated as acceptance of all the terms and conditions of the bid document.
34	The Purchase Committee of Officer Incharge, ARSS, Diggi may relax or change/ modification in terms and conditions in the exigency excluding fundamental changes. In case of such urgency the terms & conditions shall be got approved from Purchase committee of Officer Incharge, ARSS, Diggi as the case may be.
35	JURISDICTION: - All actions, legal proceedings and suits arising from or connected to this bid shall be subject to the exclusive jurisdiction of courts in Jaipur only.





AGRICULTURE RESEARCH SUBSTATION
(Sri Karan Narendra Agricultural University)
DIGGI

Ph. 9414347235 e-mail: "incharge.arss.diggi@sknau.ac.in"

Dr. A. L Babel
OFFICER INCHARHE

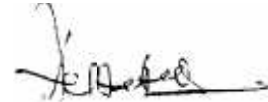
Section VI B: - Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The clauses of special conditions of contract are as follows:-

Clause No.	Particulars
1.	Technical details, bid form duly signed in all respect, bid security and all other required documents should be submitted in Cover "A" and Financial details should be submitted in Cover "B" , Both of which are covered separately in Cover 'C' otherwise bid will not be considered.
2.	Pre-requisite, if any, for installation, including UPS, Computer, Printer, and other items should be provided by the firm in technical bid and financial bid, respectively.
3.	Conditional bids will not be considered.
4.	List of consumable items is to be provided in technical bid for quoted item (s), if necessary, which is/are not covered under the guarantee; otherwise all the consumables will be treated as spare parts covered under the guarantee.
5.	Transshipment will be permitted and partial shipment not allowed.
6.	Normally, payment will be released after installation, demonstration and commissioning of equipment/machine and satisfactory operational training, if required.
7.	The bidder should quote rates in Indian rupees and payment will be made in Indian rupees (INR) only.
8.	All certificates should be valid on the date of submission of bids and issue of supply order.
9.	The bidder should have well equipped local service centre in India preferably in Rajasthan.
10.	The bidder shall be a manufacturer/direct importer/Distributor/Authorized dealer who must have manufactured/ imported and supplied and installed this equipments/instruments in India satisfactorily. The list of such installation of the equipments may be asked from the bidder in verification of BF-VI information and he should submit self attested copy of purchase order, indent and invoice (inclusive of quantity & rate).
11.	In case of imported item, the bidder will have to produce third party inspection report from NABL approved/accredited laboratory or ERTL or DGS&D or Central/State Govt. laboratory or Central/State Govt. approved laboratory pertaining to specification and performance of each supplied machine/equipment with the consignment. All expenses regarding third party inspection will be borne by the bidder.
12.	The Name, Make, Model and Brand of equipments and instruments, which are offered, should be mentioned in against each item. Mere indication of English/USA/Indian will not serve the purpose.
13.	In the case of supply of imported item the suppliers may be asked to furnish a

	certificate to the effect that the firm has completed all the formalities in connection with import of the item in question.
14.	The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.
15.	Any other, if required.

APPLICABILITY OF CLAUSES: - All the clauses from 1 to 35 of general terms and conditions and from 1 to 15 of special terms and conditions and their annexure, formats & enclosures are applicable for the bid items.



Officer Incharge
Agriculture Research Substation
Sri Karan Narendra Agriculture University, Diggi

I/We have read the above terms and conditions and I/We agree to abide myself/ourselves by the above terms & conditions of the bid document

Signature of Bid with Seal



**AGRICULTURE RESEARCH SUBSTATION
(Sri Karan Narendra Agricultural University)
DIGGI**

Ph. 9414347235 e-mail: "incharge.arss.diggi@sknau.ac.in"

**Dr. A. L Babel
OFFICER INCHARHE**

Section VI C: Contract Forms (CF)

Table of contents

S.No.	Description	Pages
1.	Letter of Acceptance (CF-1)	
2.	Agreement Form (CF-II)	
3.	Schedule of Rates (CF-III)	
4.	Affidavit under price fall clause of Contract (CF-IV)	



**AGRICULTURE RESEARCH SUBSTATION
(Sri Karan Narendra Agricultural University)
DIGGI**

Ph. 9414347235 e-mail:“incharge.arss.diggi@sknau.ac.in”

**Dr. A. L Babel
OFFICER INCHARHE**

LETTER OF ACCEPTANCE

M/s
.....
.....
.....

Sub :- Acceptance of the bid rates for the item
Ref :- dated

1. Item (s) as per schedule enclosed/ noted/is/are approved in your favor against the rate (s) quoted by you in the above mentioned bid. According to clause No. 18 of the terms & conditions of the bid it is necessary to execute as agreement in the prescribed form enclosed, on a Non – Judicial Stamp Paper of ` and furnish the requisite amount of performance security. The amount of performance security calculated on the basis of the approved items and indicative quantity mentioned in the bid from works out to `..... (..... Only).
2. The performance security shall be furnished to Officer Incharge, ARSS, Diggi through bank draft/banker’s cheque payable at Jobner.
3. All terms and conditions of the Bid document shall be an integral part of the contract. You are informed to return the agreement form along with schedule of rates for approved item (s) in duplicate duly filled in and signed by you with signature and addresses of two witnesses below signature at the appropriate place mentioned in the agreement form. The copies of the agreement form must be send duly completed in all respect along with the amount as mentioned above falling which it will be treated as a breach of the terms and conditions of the bid and it will also be presumed that you are not interested in entering into the contract and approval of the rates shall be cancelled without notice or any reference.
4. The list of approved items may be checked and in case there is any difference between your offer and the approved rates, the same may be intimated immediately, failing which it will be presumed that it is correct as per your offer and technical specification.
5. Please note that self attested/notarized copies of documents shall be considered valid. If photo copies are submitted, than at the time of signing the agreement, the firm shall bring original documents for confirmation.
6. You are therefore; requested to please complete the above formalities within 15 days from the date of issue of this letter. The duly signed duplicate copy of the agreement will be returned to you reference.

- Encl.:**1. Agreement form
2. Schedule of Rates
3. Any other

**Officer Incharge
Agriculture Research Substation
Sri Karan Narendra Agriculture University**

(On Non – Judicial Stamp Paper of `.....)

AGREEMENT

1. This deed of agreement is made on this day of2015 for the contract period from..... ending of equipments and instruments/items-----between M/s -----represented by Shri Proprietor/Managing Director/Managing Partners having its registered office at and its factory premises at..... (hereinafter called “**the approved supplier**”, which expression shall where the context so admits, be deemed to include his heirs successors, executors and administrators unless excluded by the contract) on the one part and SKNAU, Jobner represented by its Director (Research) having its office at Sri Karan Narendra Agriculture University, Jobner- 303 329 (hereinafter referred to as “**The Procuring Entity**” which term shall include its successors, representatives, executors, assigns and administrator unless excluded by the contract) on the other part.
2. Whereas the supplier has agreed with the Procuring Entity, the equipments, instruments and other supplies with specifications mentioned in the Schedule attached here to at the prices noted here in and in the manner and under the terms and conditions here in after mentioned to the SKNAU of the State of Rajasthan at its head office as well as at offices/consignees throughout jurisdiction of the University, all those articles/items set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in **column No. ---** (Approved Rate `-----) of the said attached schedule.
3. And whereas the approved supplier has deposited with the Procuring Entity a sum of ` -----(**In words `-----only**) as sum performa deposit for the due and faithful performance of this agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now these present witness that for carrying out the said agreement in this behalf into execution the supplier and the procuring entity do hereby mutually covenant, declare, contract and agree with each other of them in the manner following, that is to say,
 - (i) The term “**Agreement**”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to bid floated for the supply of equipments and instruments for ARSS, Diggi, the instruction to Bidders, particulars hereinafter defined and those general and special conditions that may be added from time to time.
 - (ii) (a) The agreement if for the supply by the Supplier to the Procuring Entity of equipments and instruments specified in the Schedule attached here to at process noted against each therein on the terms and conditions set forth in the Agreement.
(b) The Agreement shall be deemed to have come into force with effect from the dateand it shall remain in force for a period of twelve months or as for extended period.
(c) The indicative quantity noted against each item in the table-1 attached hereto indicates only the probable total requirements of the Procuring Entity in respect of each item for the placement of supply orders. This quantity may increase or decrease at the discretion of the Procuring Entity as per provisions of RTPPA, 2012 and RTPPR, 2013. The supplier shall supplies for the equipments and instruments and on the basis of the supply orders by the procuring authorities specifying the quantities required to be supplied at the specific location in the state of Rajasthan, as mentioned in bid document.
4. **Now these Presents witness:**

- (i) In Consideration of the payment to be made by the SKNAU or consignee offices at the rates set forth in the schedule hereto a appended the approved supplier will duly supply the said articles set forth in Schedule of Rates and supply order thereof in the manner set forth in the conditions of the bid 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.
 - (ii) The conditions of the bid and contract for open bid enclosed to the bid notice No..... Dated : & corrigendum 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.
 - (iii) Letters received from Bidder and letters issued by SKNAU in the regard of this bid and also as appended to this agreement shall also form part of this agreement.
 - (iv) (a) SKNAU 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, SKNAU will through Demand Draft/RTGS/NEFT Transfer or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
 - (b) The mode of payment will be as specified in terms & conditions of the bid i.e. through NEFT/RTGS/ banker's cheque/Demand Draft etc.
5. The delivery shall be effected and completed within the period noted below from the date of supply order:-

S. N.	Items/Quantity	Delivery Period
1	As per supply order	As per terms & conditions of bid

- 6. (i) The time specified for delivery in the bid form shall be deemed to be the Essence of the contract and the successful Bidder shall arrange supplies Within the period on receipt of order from the procuring entity.
- (ii) In case extension in the delivery period is granted by the procuring entity with liquidated damages (L.D.), the recovery shall be made on the basis of following percentages of value of stores, which the supplier fail to supply :-
 - (a) Delay up to one fourth period of the prescribed delivery period - 2.5 %
 - (b) Delay exceeding one fourth but not exceeding half of the Prescribed delivery period - 5%
 - (c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period - 7.5%
 - (d) Delay exceeding three fourth of the prescribed delivery period.- 10%

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

7. Termination Of Contract On Breach Of Condition

- (i) (a) In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the procuring entity to

forfeit the amount deposited by the supplier as performance security and cancel the contract.

(b) In case the supplier fails, neglects, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the procuring entity or any such failure, neglect or refusal, to put an end to this agreement and thereupon every article, cause and thing herein contained on the part of the procuring entity shall cease and be void, and in case of any damage, loss, expense, difference in cost or other moneys from out of any moneys for the time being payable to the supplier under this and/or any other contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the procuring entity to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the procuring entity shall have sustained, incurred or been put to by reason of the supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in performance of this contract.

(c) If at any time during the course of the contract, it is found that any information furnished by the supplier to the procuring entity, either in his bid or otherwise, is false, the procuring entity may put an end to the contract/agreement wholly or in part and thereupon the provision of clause (a) above shall apply.

- (ii) The procuring entity reserves the right to terminate without assigning any reasons therefore the contract/agreement either wholly or in part without any notice to the supplier. The supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the procuring entity.
- (iii) **Notice etc. in writing**
All certificates or notice or orders for time or for extra, varied or altered supplies, which are to be the subject of extra or varied charges whether so described in the agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.
- (iv) The supplier shall not in any way be interested in or concerned directly or indirectly with, any of the officers or subordinate or servants of the procuring entity, in any trade, business or transactions not shall the supplier give or pay or promise to give or pay such officer or subordinate or servant directly or indirectly any money or fee or other consideration under designation of “custom” or otherwise; nor shall the supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the procuring entity obtained in first hand.
- (v) In case the Supplier at any time during the continuance of the contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the procuring entity to put an end to the agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the procuring entity, shall cease and be void and the procuring entity shall have all the rights and remedies given to him under the preceding clauses.

(vi) **Serving of notice on supplier:** - All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the supplier, if delivered/e-mailed to him or left at his premises/e-mail address, place of business or abode.

8. **Dispute settlement:-**

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Officer Incharge, ARSS, Diggi and the decision of the Officer Incharge, ARSS, Diggi shall be final as per bid terms and conditions.

And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the present, the decision of the Officer Incharge, ARSS, Diggi having its office at ARSS, Diggi in the matter shall be final and binding.

If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contact, the matter shall be referred to by the Parties to the Officer Incharge, ARSS, Diggi who will appoint his senior most officials as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. All legal proceedings, if necessary arise to institute may by any of the parties (University or Contractor) shall have to be lodged in courts situated at Jaipur in Rajasthan and not elsewhere.

9. If the rates of the approved items are reduced in any manner by the G.O.I./other state governments, the approved supplier will have to notify SKNAU and reduce the rates in the same proportion.

10. In addition to the recourse available in the bidding documents or the contract, the bidding process shall also be subject to the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under. All terms and conditions of the bid shall be an integral part of the contract.

11. **JURISDICTION:**

All actions, proceedings and suits arising from or connected to this Agreement shall be subject to the exclusive jurisdiction of courts in Jaipur.

In witness where of the parties here to have set their hands on the day of 2015.

Signature of the approved Supplier with Seal

**Officer Incharge
Agriculture Research Substation
Sri Karan Narendra Agriculture University, Diggi**

Witness-1

Witness-1

Witness-2

Witness-2



**AGRICULTURE RESEARCH SUBSTATION
(Sri Karan Narendra Agricultural University)
DIGGI**

Ph. 9414347235 e-mail: "incharge.arss.diggi@sknau.ac.in"

**Dr. A. L Babel
OFFICER INCHARHE**

SCHEDULE OF RATES

M/s
.....
.....

Name & Detail of item-.....

S. No	Name of approved item(s) with full specification	Brand/ Make	Packing Unit	Approved Rate Per Unit ()
1	2	3	4	5

**Officer Incharge
Agriculture Research Substation
Sri Karan Narendra Agriculture University, Diggi**

Signature of Approved Supplier
with Seal

TO BE SUBMITTED ON ` 100/-NON-JUDICIAL STAMP

Affidavit under price fall clause of Contract

I.....S/o Sh.....Aged.....year
Manager/Partner/Prop.....M/s do hereby
take oath and state as under:-

1. That I am..... (Post).....of the said Firm/Company/supplier and well conversant with the matter related to the Contract No.with Officer Incharge, ARSS, Diggi for the item (s)..... which was awarded to our company/firm.
2. That the price of said item (s) has neither been quoted or reduced in any other tender nor had supplied the same item to any one at a price lower than the Contract price anywhere in the state of Rajasthan at any time during the currency of the Contract.

(Deponent)

