



AGRICULTURAL RESEARCH STATION, UMMEDGANJ, KOTA

(Agriculture University Kota)

Ummadganj Farm, Post Box No-7, G.P.O. Nayapura, Kaithoon Road, Kota - 324001

Dr. B.S. Meena
Zonal Director Research

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No.F.16()/ZDR/ARS/Kota/2025/ 5452-60

Date: 21.01.2025

E-TENDER NOTICE

E-tenders are invited in two parts (technical & financial bids) from the registered and reputed manufacturers and/or their authorized distributors for supply of Chemicals/Glassware's /Plasticware and other miscellaneous lab items for laboratories use at Agricultural Research Station, Ummadganj, Kota. Tender form can be downloaded from the university website <http://aukota.org> or <http://sppp.rajasthan.gov.in>. The tender form can be downloaded and filled online at www.eproc.rajasthan.gov.in. Corrigendum will be published on the above-mentioned websites only, if required.

S. No	Items	Estimated Cost (Rs.)	Bid security (EMD)	Tender fees	RISL processing fees	Download start date & time	Bid submission last date & time	Bid open date & time
1	Chemicals, Glasswares, Plasticwares and other miscellaneous lab items etc.	34.0 Lakh	Rs. 68000/-	Rs. 1000/-	Rs. 500/-	21/01/2025 at 5.00 PM	31/01/2025 at 3.00PM	31/01/2025 at 4.00 PM

Bid form fee (Non-refundable), RISL processing fee (Non-refundable) and Bid security (EMD) must be submitted online to Zonal Director Research, Agricultural Research, Station, Ummadganj, Kota RF in Bank of Baroda, Branch Dhakarkheri Kota, Account No. 57360100004733 & IFSC code BARB0DHAKAR by RTGS/NEFT or by any other mode and the payment receipt should be submitted with technical bid.


21.01.2025
Zonal Director Research

Copy to the following for information and necessary action:

1. The PS to Hon'ble Vice Chancellor, AU, Kota
2. The Registrar, AU, Kota
3. The Comptroller, AU, Kota
4. The Director Research, AU, Kota
5. Convenor of Tender Committee, ARS, Kota
6. Store Incharge/Store Keeper/Account section, ARS, Kota.
7. Website Incharge, AU, Kota
8. Notice Board, ARS, Kota.
9. Guard file.


21.01.2025
Zonal Director Research

Cost of Tender form Rs.1000/-
RISL Processing Fee Rs. 500/-

To be sealed in envelop no. 1/filled in technical bid online

AGRICULTURAL RESEARCH STATION, UMMEDGANJ, KOTA
AGRICULTURE UNIVERSITY KOTA

Name of Item: Supply of Chemicals, Glass wares, Plastic wares and other miscellaneous lab items etc. for laboratories use at Agricultural Research Station, Ummedganj, Kota

TECHNICAL BID

(The technical bid should include)

Name of the Firm _____

Full address _____

Mobile _____ Email ID _____

1. Bid Security (EMD) to be deposited online @ 2% of Estimated cost of Rs. 34.0 lakh
Transactions ID. No. _____ Date _____
2. Detail of tender form fee (Rs. 1000/-) _____
3. RISL processing fees(Rs. 500/-) _____
4. Signed tender form (accepting terms and conditions).
5. Authorization/ manufacturing/registration certificate.
6. GST registration certificate /Registered through company act.
7. Annual turnover certificate of firm. The average annual turnover of last three financial years of the bidder shall more than 15 Lakh.
8. Technical bid should also contain brochure with make and full specification and information.
9. Details of Items/ makes available with the bidder.
10. Duly signed Annexure I-V.
11. Compliance of Code of Integrity and No Conflict of Interest (As per Annexure-A).
12. Declaration by the Bidder regarding Qualifications (As per Annexure-B).
13. Grievance Redressal during Procurement Process (As per Annexure-C).
14. Additional Conditions of Contract (As per Annexure-D).
15. Agreement SR Form 17

Specific terms and Conditions

1. The Bidders are advised to read all the Terms & Conditions of the bid carefully before participating in the online bidding process.
2. The detailed terms and conditions of the tender are available on the university website www.aukota.org, www.sppp.rajasthan.gov.in & www.eproc.rajasthan.gov.in.
3. The bidder must be a well-established manufacturing company/firm/authorized distributor (Authorization letter shall be enclosed).
4. Bidders shall have to submit PAN, GST Registration Number, and any other document as required in the bidding document without which the bids will not be considered.
5. Only bonafide bidders will be allowed to participate in the procurement process. Therefore, bidders shall furnish a declaration regarding qualifications along with other necessary documents which are required for participation in the bidding process and eligibility for bidders.
6. An average annual turnover of last three financial years (2021-22, 2022-23 and 2023-24) of the bidder shall be equal to or more than 15 Lakh. The bidder will have to enclose the documentary proof *i.e.* CA certificate along with Audited annual accounts (balance sheets and profit & loss statements).
7. The bidder must have at least one-year experiences/ supply order of similar nature of goods / items to University/ICAR/Government department/ institutions in last three years and bidder will have to enclose at least three supply/work orders of related goods in its support.
8. The successful bidder(s) shall be deemed to have carefully examined the terms & conditions, specifications, size, make, and drawings, etc. of the goods, Consumables (Chemicals, Glasswares and Plasticwares etc.) and Miscellaneous Laboratory Items etc. to be supplied. If he/she has any doubt as to the meaning of any portion of these conditions or of the specification, drawing, etc., he/she shall refer the same to the procuring entity and get clarification.
9. Delivery of the Consumable items (Chemicals, Plastic ware and Glassware General etc) should be in stipulated time of 20 days.
10. The tender shall not be considered in any condition without bid security (earnest money), tender form fee and RISL processing fee and bids received after the prescribed time and date will not be considered.
11. Manufacturer's current printed price list should be enclosed as *Annexure*. Catalogue(s) and specification brochures, if not included in the price list, should be attached separately.
12. Rates quoted in Indian rupee only will be accepted. All alterations in the rates should be signed in ink failing will not be considered.
13. Category/item wise applicable Quality Certificates such as ISI/ISO 9001/ISO 14001/ CE/ USFDA/NABL/etc. (given as under) should be essentially submitted with the document as *Annexure* (add sub-number as 1a, 1b, 1c, 1d, 1e....) without which No tender shall be considered.
 - a. Chemicals
 - b. Glassware
 - c. Plasticware
14. In case of indigenous manufacturers, a certificate from Industries Department/Equivalent competent authority, enlisting the items being manufactured as evidence of being genuine manufacturer/original manufacturer (duly translated in English or Hindi) should be essentially submitted by the indigenous manufacturers along with the tender document as *Annexure* and a self-declaration certificate as *Annexure*. In absence of these certificates, the tender shall not be considered for approval.



15. In case of imported items, tender may be submitted by the Indian sole authorized distributor or authorized distributor to India on behalf of foreign principal manufacturer or its office based in India. In case of the proposal being submitted by the sole authorized distributor for India. In the absence of this certificate, offer of imported items shall not be considered and shall be rejected. No multiple authorizations be given by the principal manufacturer.
16. Sole distributor should submit rate list approved by the principal manufacturer in case of foreign items confirming that rates are in agreement with principal manufacturer original price list and rates given are not exaggerated.
17. A sole distributor of foreign items for India shall submit bids for items manufactured by not more than "Five" foreign Principal manufacturer, with one application form. Separate form will be required for up to additional 5 companies.
18. Brands/makes of the items (separately for Indigenous and Imported) should be listed as Annexure. Any brand manufactured/supplied, other than those listed in *Annexure* shall not be considered for bid.
19. The bidders have to furnish their discounts on the MRP of the item/product/make in per cent and it has to be filled online. This discount should be applicable in price list attached with bid document.
20. Provision list of chemicals, glasswares, plasticwares and other miscellaneous lab items etc. are attached with this bid document if any chemicals, glasswares, plasticwares and other miscellaneous lab items which was not included in this list but these items are included in price list of successful bidder the procuring entity may procure the items not listed in provisional list as offered discount by successful bidder.
21. Approval of the bid shall not amount to any minimum quantum of order to be given to the firm. supply order will be given as per budget availability under project. The university does not guarantee placement of any quantum of order and shall not entertain liability of any kind on this account. The supply order will be placed for actual requirement of the items as per budget availability under respective project. The payment will be made as per availability of the budget.
22. Supplier shall owe the sole and complete liability of safe handover of goods to the stores/any other place specified by the consignee after arrival of goods at the destination. Replacement of goods for any breakage/loss/damage during transit shall be mandatory at the cost and risk of the firm/supplier.
16. Items shall be required to be supplied and installed at the premises of the consignee. No other charges such as octroi, packing, forwarding, freight, insurance, loading and unloading clearance, installation and commissioning, orientation for handling and operation of the items/instruments/equipment's etc. will be allowed.
17. It shall be sole liability of the billing agency, whether it is Authorized dealer/supplier/manufacturer, to fulfil /honour all general and specific terms and conditions of the tender.
18. Once submitted, the firm submitting the bid will not be allowed to withdraw his bid nor shall he be allowed to make any midterm revision. In such a situation, the matter shall be dealt with as breach of terms and conditions of the contract. EMD shall be forfeited if the firm fails to honour the tender.
19. "Lowest Price Certificate" is to be given by the firm/manufacturer declaring clearly that it will not charge lower price from any of the organizations situated in India than the price list including discount submitted with this proposal. In case the rate of discount is increased or supplies are made at the rates lower than the approved rate mentioned in the price list/offer to any purchaser in India by any manufacture or on their behalf during the bid period and supply then such benefit will have to be extended to the concerning purchasing authority of this university from the date of such revision.



20. Any firm or its representatives filing the bid may be present at the time of opening of the bid if so desired.
21. The firms making any downward revision of prices or upgrading of product (better/higher specifications) at the same price shall have to inform the university immediately. Upgraded product(s) with higher prices shall not be approved during the supply of the items.
22. Payment against Bill/invoice shall be released only after supply. No interest will be payable on the delayed payment for any reason, what so ever. Payment will be made directly to the agency to which orders have been placed. TDS and GST will be deducted at the time of payment as per rules.
23. EMD will be released after completion of all obligations by the firm/organization. This can be withheld or forfeited in full or in part in case the order is not executed satisfactorily within the stipulated period or necessary servicing/maintenance of the equipment within the guarantee period is not undertaken to the best satisfaction of the user/University. No interest will be paid on the EMD.
24. The submission of the bid shall be taken as the implied acceptance of all terms and conditions stipulated herein. The authorized signatory shall sign each page & at the end of the tender document in token of acceptance of all terms and conditions.
25. The consignee, on getting a request from the supplier, with genuine reasons, shall be authorized (not bound) to extend the validity of supply period. However, for any delay in the supply of goods by the specified/extended date, a liquidated damage will be charged as per agreement clause (s) for which the item is supplied after the specified dates given in the supply order/extended subsequently.
26. Any other document/information, which the bidder wishes to submit, may be attached at the end.
27. Bids received after expiry of due date and time will be rejected. supply order will be given as per budget availability under project.
28. The undersigned reserves the right to consider any tender in whole or in part or reject without assigning any reason.
29. The jurisdiction for any dispute shall be Kota only.
30. Certificate of no any case pending against the firm in the Honourable Court, also, a certificate by the firm that the firm is not black listed by any Govt. Deptt./University.
31. In the event of the specified dates being a holiday, the activities assigned on that date may be carried out on next working day on the same time.
32. The undersigned is not bound to accept the lowest bid and may reject any bid or any part of the bid without assigning any reason therefore.
33. The financial bid will be opened for technically approved firms only.
34. The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" (hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 2013" (hereinafter called the Rules] under the said Act have come into force, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail



Zonal Director Research

I/We hereby declare that I / We have read carefully all the above-mentioned Special Terms & Conditions and I/We agree to confirm these.

**SIGNATURE OF THE TENDERER
WITH HIS FIRM'S RUBBER STAMP**

Technical specifications of Chemicals, Glasswares, Plasticwares and other miscellaneous lab items

S. No.	Category of Item	Description of the Items/ Makes	Name the Item/ Makes available with the Bidder
1.	Chemicals (List attached)	All types and grades of solid and liquid chemicals of different makes including Merck, Sigma-Aldrich, Alfa-Aesar, Loba Chemie, Spectrochem, SD Fine, Thomas Baker, Glaxo, Qualigens, Ranchem, Hi-Media, CDH, Molychem, SRL, Finar, Thermo Fisher, Lancaster, Fluka, Microgen, Astron, Avra, SRL/Sisco, MAG, Titan Biotech, Real Gene, Promega, Molychem, Hi-Media, Sigma, CDH, Siman, Biomark Lab, BD, Titan Biotech <i>etc.</i> with complete specifications.	
2.	Glasswares (List attached)	All types and grades of glassware of different makes including Borosil, Glassco, In-fusil, J-sil, Qualigens, Merck, Axiva, Riviera, Duran, ASGI, Thomas Baker, Whatmann, Kasablanka, Biohall Germany, Top, Hi-Tech, JSGW <i>etc.</i> brands with complete specifications.	
3.	Plasticwares (List attached)	All types and grades of plasticwares of different makes including Tarsons, Polylab, Thomas Baker, Polychem, Kasablanka, Abdos life science, Hi-Tech, Eppendorf, Starlab <i>etc.</i> with complete specifications.	
4.	Other miscellaneous Laboratory Items (List attached)	All types and grades of general & miscellaneous laboratory items of different makes (Axiva, Hi-Media, BP Industries, Remi, Popular, Coleparmer, Whatmann, GE Health Care life Science, Lab India, Eppendorf, <i>etc.</i>) including laboratory jacks, laboratory stands, flask stands, Kipp's apparatus, clamps, reagent trays, gloves, masks, safety items, safety goggles, wire gauzes, funnels, funnel holders, mortars & pestles, tips of pipettes, spatulas & stirring rods, filter papers, butter papers, <i>etc.</i> with complete specifications.	



Provisional List of lab chemicals required

Sl. No	Name of chemical
1.	2,3, 5-Triphenyl Tetrazolium Chloride (TTC)
2.	Acetate Buffer
3.	Phosphoric Acid
4.	Activated Charcoal
5.	Agar-Agar
6.	Aluminium Chloride
7.	Ammonium Oxalate
8.	Ammonia Solution
9.	Ammonium Acetate
10.	Ammonium Chloride
11.	Ammonium Chloride- Ammonium Hydroxide Buffer
12.	Ammonium Hydroxide - Ammonium Chloride
13.	Ammonium Molybdate Solution
14.	Ascorbic Acid Solution
15.	Asparagin
16.	Azomethine -H Agent
17.	Barium Chloride
18.	Boric Acid
19.	Bromocresol Green
20.	Bromothymol Blue Indicator
21.	Calcium Chloride
22.	Calcium Sulphate
23.	Chloroform
24.	Citric Acid
25.	Diacetyl monoxime
26.	Devarda's alloy
27.	Thiosemicarbazone
28.	Dextrose
29.	Diacetyl monoxime (DAM)
30.	Nitric Acid
31.	Ammonia Solution
32.	Diphenylamine Indicator
33.	DTPA (Diethylenetriaminepentaacetic acid)
34.	Ammonium Acetate
35.	Erichrome Black T Indicator (EBT)
36.	Perchloric Acid
37.	Ethanol
38.	Ethyl Alcohol
39.	Ethylenediamine Tetra-Acetic Acid Disodium Salt (EDTA)
40.	Copper Sulphate
41.	Ferric Chloride
42.	Diphenylamine Indicator



43.	Ferrous Ammonium Sulphate
44.	Glucose
45.	Gum Acacia
46.	Hydrochloric Acid
47.	Iso-Amyl Acetate
48.	Ken- Knight
49.	Munaier' Medium
50.	Magnesium Carbonate
51.	Magnesium Sulphate
52.	Magnesium Sulphate Heptahydrate
53.	Maleic Acid
54.	Mannitol
55.	Martin Rose - Bengal Medium (Fungi)
56.	Methanol
57.	Methyl Orange Indicator
58.	Bromocresol Green
59.	Methyl Red
60.	Modified Universal Buffer
61.	Molybdenum Trioxide
62.	Ammonium Purpurate Indicator
63.	Nessler's Reagent (Mercuric Iodide + Potassium Iodide)
64.	Nitrate Solution
65.	Orthophosphoric Acid
66.	Oxalic Acid
67.	P- Nitrophenol Solution
68.	Peptone
69.	Phenol Di-Sulphonic
70.	Phenolphthalein Indicator
71.	Phenyl Mercuric Acetate (PMA)
72.	Phosphoric Acid
73.	P-Nitrophenyl Phosphate
74.	P-Nitrophenol
75.	P-Nitrophenyl Sulphate (PNS)
76.	Potassium Chloride
77.	Potassium dichromate
78.	Potassium Sulphate
79.	Potassium Di-Hydrogen Phosphate
80.	Potassium Hydrogen Phthalate
81.	Potassium Iodide
82.	Potassium Permanganate
83.	Potassium Sulphate
84.	Rose Bengal
85.	Orthophosphoric Acid
86.	Salicylic Acid

Spes

87.	Sodium Acetate
88.	Sodium Bicarbonate
89.	Sodium Chloride
90.	Sodium Hydroxide
91.	Sodium Nitrate
92.	Sodium Sulphate
93.	Sodium Tartrate
94.	Calcium Chloride
95.	Hydrochloric Acid
96.	Triphenyl Formazan
97.	Streptomycin
98.	Sulphuric Acid
99.	Tartaric Acid
100.	THAM-Tris (Hydroxymethyl) Aminomethane
101.	Thio semicarbazide (TSC)
102.	Thiourea Solution
103.	Thornton Medium (Bacteria)
104.	Tolene-3,4- Dithiol Solution
105.	Toluene
106.	Urea Solution
107.	Versenate Solution

Provisional List of lab glassware's required

Sl. No	Name of glassware's
1.	Conical Flask of different size (100 ml, 150 ml, 250 ml, 500 ml & 1000 ml)
2.	Volumetric flask of different size (25 ml, 50 ml, 100 ml, 150 ml, 250 ml, 500 ml, 1000 ml & 2000 ml)
3.	Beaker of different size (25 ml, 50 ml, 100 ml, 150 ml, 250 ml, 500 ml, 1000 ml & 2000 ml)
4.	Condenser for Soxhlet
5.	Extractor for Soxhlet
6.	Glass Rod
7.	Spectrophotometer Quartz Cuvette 10 mm
8.	Conical Flask
9.	Ordinary Pipettes of different size (2 ml, 5 ml, 10 ml, 20 ml)
10.	Automatic Pipettes of different size (2 ml, 5 ml, 10 ml, 20 ml)



Provisional List of lab Plasticware's required

Sl. No	Name of Plasticware's
1	Micro Pipette Tips
2	Rubber Tube
3	Syring driven Filter, Nylone-66, 2.22, 25mm dia.
4	Tray
5	Thimbles for Extraction
6	Rubber Tube
7	Retort Stand
8	Boss Head
9	Clamp Condenser
10	White Plastic tray

Provisional List of other miscellaneous lab items

Sl. No.	Name of other miscellaneous lab items
1.	Laboratory Jacks
2.	Laboratory Stands
3.	Flask Stands
4.	Kipp's apparatus
5.	Reagent Trays
6.	Clamps
7.	Gloves
8.	Masks
9.	Safety Items
10.	Safety Goggles
11.	Wire Gauzes
12.	Funnels
13.	Funnel Holders
14.	Mortars & Pestles
15.	Tips Of Pipettes
16.	Spatulas & Stirring Rods
17.	Filter Papers
18.	Butter Papers
19.	What man filter paper No.1 (100 sheet)
20.	Ordinary filter paper (100 sheet)



AGRICULTURAL RESEARCH STATION, UMMEDGANJ, KOTA
AGRICULTURE UNIVERSITY KOTA

Name of Item: Supply of Chemicals, Glass wares, Plastic wares and other miscellaneous lab items etc. for laboratories use at Agricultural Research Station, Ummедganj, Kota

FINANCIAL BID (BOO) (Part-B)

1. Name of the Firm _____

Particulars description of the Item to be Purchased (Make / Model / Packing / Capacity, etc.)	Discount Rate Quoted in% (Discount on MRP of the product) to be filled online
1. Chemicals	
1.1 Merck	
1.2 Sigma-Aldrich	
1.3 Alfa-Aesar	
1.4 Loba Chemie	
1.5 SRL	
1.6 Spectrochem	
1.7 Sd Fine	
1.8 Thomas Baker	
1.9 Glaxo	
1.10 Qualigens	
1.11 Ranchem	
1.12 Hi-Media	
1.13 CDH	
1.14 Molychem	
1.15 Finar	
1.16 Thermo Fisher	
1.17 Lancaster	
1.18 Fluka	
1.19 Microgen	
1.20 MAG	
1.21 Sisco	
1.22 Astron	
1.23 Titan Biotech	
1.24 Real Gene	
1.25 Promega	
2. Glasswares	
2.1 Borosil	
2.2 Glassco	
2.3 Infusil	
2.4 J-sil	
2.5 Qualigens	
2.6 Merck	
2.7 Axiva	
2.8 Riviera	
2.9 Duran	
2.10 ASGI	



2.11 Thomas Baker	
2.12 Biohall Germany	
2.13 Whatmann	
2.14 Kasablanka	
2.15 Top	
2.16 Hi-Tech	
2.17 JSGW	
3. Plasticwares	
3.1 Tarsons	
3.2 Polylab	
3.3 Thomas Baker	
3.4 PolyChem	
3.5 Kasablanka	
3.6 Hi-Tech	
3.7 Eppendorf	
3.8 StarLab	
4. Other miscellaneous Laboratory Items	
4.1 Axiva	
4.2 HiMedia	
4.3 BP Industries	
4.4 Remi	
4.5 Popular	
4.6 Coleparmer	
4.7 Whatmann	
4.8 LabIndia	
4.9 GE Health Care life Science	
4.10 Eppendorf	

I/We hereby certify that the above rates have been quoted after pursuing all the general and special terms and conditions of the tender. I/We agree to confirm these conditions and signed on all the term and conditions in token of confirmation and acceptance, I/We also bear the responsibility for installation, commissioning, transportation, demonstration and training to user at my/our cost.

Place:..... Date:.....

Signature of the bidder with Seal



CERTIFICATE FOR QUOTING BRAND/MAKE

1. NAME AND FULL ADDRESS OF THE PROPOSING FIRM -

Tel. No. -

Fax -

Email-

2. NAME AND FULL ADDRESS OF MANUFACTURER-

Tel. No.

- Fax-

Email-

3. MANUFACTURING TYPE (Tick mark):

Indigenous/

Imported/

Both

4. NAME OF BRAND (s) proposed for approval:

Imported:


Indigenous:

It is certified that I/we have carefully read and understood all the General and specific terms & conditions of this tender document and agree to abide by all of them. All the information and commitments provided with this tender document are truthful and binding on the firm.

Signatures of Authorized Signatory
Designation
Seal

Place

Date



SELF-DECLARATION OF LIST OF ITEMS

I.....(name).....
.....(designation), for and on behalf of M/S.....

(Name of the firm), hereby, declare that the list of items are manufactured indigenously by our firm, manufacturing of which has been certified by the industries department/equivalent competent authority.

Items mentioned in this declaration should only be approved.

List of Items:

Signatures of Authorized Signatory
Designation
Seal

Place
Date

SELF-DECLARATION OF LIST OF BRANDS

I.....(name).....(de
signation), for and on behalf of M/S.....

(name of the firm), hereby, declare that the following list of brands, we wish to be approved:

List of Indigenous Items (one manufacturer only):

List of Imported Items (Maximum of five manufacturers only):

Signatures of Authorized Signatory
Designation
Seal

Place
Date

CERTIFICATE

I.....(Name),.....(Designation), for and on behalf of
M/s.....(name of the firm), hereby, certify that
our firm is authorized sole distributor in Rajasthan or for ARS, Kota for the imported items which
are included in the price list and the certificates to this effect from the foreign Principal
manufacturer are enclosed.

Signatures of Authorized Signatory
Designation
Seal

Place
Date

"LOWEST PRICE" CERTIFICATE

I.....(Name).....
.....(Designation), for and on behalf of M/S
.....(Name of the firm), hereby, certify that the firm
mentioned above will not charge or quote lower price than the price list submitted to any other
purchaser or agency or institute in India and that the prices offered are the lowest of those offered
by us in the country.

Signatures of Authorized Signatory
Designation
Seal

Place
Date



Compliance with Code of Integrity and Conflict of Interest Code of Integrity

Any person participating in procurement process shall -

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

Conflict of Interest: -

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

- a) 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.
- b) A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - c) have controlling partners/shareholders in common; or
 - d) receive or have received any direct or indirect subsidy from any of them; or have the same legal representative from purpose of the Bid; or
 - e) have the 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 decision of the Procuring Entity regarding the bidding process; or 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 Bidder, in more than one Bid; or
 - f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Service 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.

Date:

Place:

Signature of the Bidder with Seal

Name:

Designation:

Address:

**Declaration by the Bidder regarding Qualifications
(To be submitted by the bidder on his Letter Head)**

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

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specification in the Bidding Document;
3. I/We have been not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons;
4. I/We do not have, and our directions and officers not have, been convicted of any criminal offence related to my/our professional conducted or the making of false statement 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 proceeding;
5. I/We do not have a Conflict of Interest as specification in the Act, Rules and the bidding document, which material affects fair competition.

Date:

Place:

Signature of the Bidder with Seal

Name:

Designation:

Address:



Grievance Redressal during Procurement Process

The designation and the address of the First Appellate Authority: **Hon'ble Vice-Chancellor, Agriculture University, Kota.**

The designation and the address of Second Appellate Authority: Additional Chief Secretary, Agriculture, Government of Rajasthan.

1. Filing an Appeal:

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

Providing that after the declaration of a Bidder as successful the appeal may be filled only by a Bidder who has participated in procurement proceeding:

Providing 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 filled only by a Bidder whose Technical Bid found to be acceptable.

2. The officer to whom an appeal is filled under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidder Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the first Appellate Authority, as the case may be.

4. Appeal not to lie in certain cases:

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

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

5. Form of Appeal:

- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to first Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

6. Fee for Filling Appeal:

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

7. Procedure for Disposal of Appeal

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

Date:

Place:

Signature of the Bidder with Seal

Name:

Designation:

Address:



Additional Conditions of Contract

1. Correction of Arithmetic Errors:

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

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

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

2. Procurement Entity's Right to Vary the Quantity:

- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms & conditions of the Bid and the conditions of contract.
- (ii) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among one than more Bidder at the time of Award (in Case of Procurement of Goods):

As a general rule, all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidders, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Date:

Place:



Signature of the Bidder with Seal

Name:

Designation:

Address:

AGREEMENT
(See Rule 68)

(On non-judicial Stamp Paper of Rajasthan Government of the value as per S.R.-16)

An agreement made this _____ day of _____ between _____
_____ (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Government of the State of Rajasthan (herein after called "the Government" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

02. Whereas the approved supplier has agreed with the Government to supply to the _____ of the State of Rajasthan at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column _____ of the said schedule.

03. And whereas the approved supplier has deposited a sum of Rs. _____ in _____.

(1) Cash/Bank Draft/Challan No./Banker Cheque No. _____ dated _____.

(2) Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority.

(3) National Savings Certificates/Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pleased under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.

04. Now these Presents witness:

(01) In consideration of the payment to be made by the Government through _____ at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in _____ and _____ thereof in the manner set forth in the conditions of the tender and contract.

(02) The conditions of the tender and contract for open tender enclosed to the tender notice No. _____ dated _____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

(03) Letters Nos. _____ received from tenderer and letters nos. _____ issued by the Government and appended to this agreement shall also form part of this agreement.

(04) (a) The Government do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the Government will through _____ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(c) The mode of Payment will be as specified below:-

1. _____ 2. _____ 3. _____

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

S. No.

Items Quantity

Delivery period



06. (1) (i) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply :-

- a. Delay up to the one fourth period of the prescribed delivery period. 2.5 %
- b. Delay exceeding one fourth but not exceeding half of the prescribed period. 5.0 %
- c. Delay exceeding half but not exceeding three fourth of the prescribed period. 7.5 %
- d. Delay exceeding three fourth of the prescribed period. 10 %

Note :

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

(ii) The maximum amount of agreed liquidated damages shall be 10%

(iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

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

07. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final.

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

Signature of the approved supplier.

Signature with Designation

Date:

Date:

Witness No. 1

1. Witness

Witness No.2

2.Witness



AGRICULTURE UNIVERSITY, KOTA
GENERAL TERMS AND CONDITIONS OF TENDER

NOTE: - Tenderers should carefully read these conditions and comply strictly while submitting their tenders. If a tenderer has any doubt regarding the interpretation of any of the conditions or specifications mentioned in the Tender Form/Notice, he should refer these to the ZDR, Agricultural Research Station, Ummedganj-Kota and obtain clarification before submitting the tender. Decision of University regarding the interpretation of the conditions and specifications shall be final and binding on the tenderer.

1. DEFINITIONS:

- (1) The term 'the contract' shall mean the invitation to tender, the instructions to the tenderers, acceptance of tender hereinafter defined and those general conditions and special conditions related to the tender.
- (ii) The term 'the contractor' shall mean the person, firm, company or anybody to whom the order for the supply is placed. In the case of person, it shall be deemed to include his successors, heir and legal representatives where the context so requires.
- (iii) The term 'delivery' shall mean delivery by the stipulated dates and the places specified in these conditions or special terms and conditions and/or supply order issued in this regard.
- (iv) The term 'Central Stores Purchase Committee' shall mean the Stores Purchase Committee constituted by the Agriculture University, Kota.

2. The tenders should be sent to the **ZDR**, Agricultural Research Station, Ummedganj-Kota under a Registered & Cover in a double envelope duly sealed and marked "Tender For..... (specify) due on..... so as to reach office of **ZDR**, ARS, Ummedganj-Kota before the due date and time. If tenders are delivered by hand, a receipt should be obtained. Any tender received after prescribed time shall not be considered.

The tenders will be opened on 31.01.2025, at 04.00 PM before the Committee constituted for the purpose by the University in the office of the **ZDR**, ARS, Kota or as specified in the NIT/special terms & conditions. Tenderers may be present in person or may authorize one representative to be present at the time of opening of the tenders.

3. Tenderer who is not GST business is located shall not be eligible to participate in the tender. Should be quoted and a Sales Tax Officer.

4. The tender should be filled in ink or typed. Tender filled by pencil shall not be considered.

5. (i) Rates must be written both in words and figures. If there is any variation in words & figures, the lower of the two shall be considered. There should be no erasure, alteration or overwriting in the tender. Where any alteration is made, it should be initialled with date by the tenderer failing which such tender may be rejected. No paper shall be detached from the tender document.

- (ii) Rates must be quoted F.O.R. Destination at the Indent or Office or at specified places mentioned in the special terms & conditions and should include all charges and taxes except Central/Rajasthan Sales Tax/VAT. However, effective rate of tax at the time of filling of the tender be shown separately.

6. The tenderer is not expected to quote for more than one product where the specification are fairly clear and not more than two in any case. If any tenderer will quote for more than two products, his offer may not be considered in respect of those items.

7. (i) Tenders shall be valid upto 31.03.2025

- (ii) After a tender has been accepted, the rates shall remain valid throughout the period for which tenders are invited.



- (iii) If at any time during the period of contract the contractor reduces the sale price of Tendered items/equipment to any other purchaser at a price lower than the price approved under the contract, he shall forthwith inform such reduction or sale to the ZDR, ARS, Kota and the price payable under the contract for the Tendered items/equipment supplied after the date of coming into force of such reduction in sale shall stand correspondingly reduced. The successful tenderer has to furnish certificate to the effect that the provision of this clause has been fully complied with in respect of supplies made or billed for up to the date of certificate. The successful tenderers shall furnish this certificate to the ZDR, ARS, Kota at the beginning and at the end of each six-monthly period thereafter during the currency of the contract and at the end of the contract period that they had complied with this clause of the contract. In case of breach of this condition the tenderer may be black listed and debarred in future.
8. (1) Tenderers shall specifically mention their capacity while submitting the tender.
- a) Whether signing as a "Sole Proprietor".
 - b) Whether signing as a "Partner" of the firm.
 - c) Whether signing as Secretary, Manager, Director etc. in the case of Companies Authorization of this effect be submitted with the tender.
- (ii) Tenderers should sign the tender form at the end of each page as a token of his acceptance of all the terms and conditions of the tender and should also sign the page on which rates are quoted.
- (iii) If the tenderer resiles from his offers or add new terms & conditions after opening of the tender, his earnest money is liable to be forfeited.
- (iv) The submission of more than one tender for the one and same category and under different names is prohibited. If it is discovered at any time that this condition has been violated, the tender submitted by such firms shall be rejected or contract(s) shall be cancelled and the earnest money or security deposit(s) shall be forfeited.
9. The tender must be accompanied by Earnest Money as per the NIT, without which tender will not be considered and rejected outright. The earnest money shall be in form of Demand Draft/Banker Cheque of a scheduled bank.
10. Successful tenderer has to deposit security @ 5% of the ordered value in addition to earnest money submitted at the time of tender. The amount is to be deposited in the office of indenter in the form of Demand Draft/ online. Cheque and FDR are not acceptable for earnest money and security deposit. No interest will be paid against security money.
11. It is emphasized that no tender will be considered without earnest money. Request for adjustment of previous security/earnest money or deduction of earnest money amount from pending bills shall not be considered.
12. The earnest money will be refunded to all unsuccessful tenderer after finalization of the tender. Earnest money of successful tenderer will be retained as security for the full period of contract and it will be refunded within six months after the expiry of contract period provided there is no complaint from any of the indenting (purchasing) officers.
13. Successful tenderers will have to execute an agreement in the prescribed form with ZDR, ARS, Kota on a non-judicial stamp of Rs. 500/- which will be purchased by the successful Tenderer in his name and at his cost, within a period of seven days from the date on which the acceptance of the tender is communicated to him. The acceptance shall be treated as complete on positing the letter of acceptance in the post office (U.P.C.) by the University.



14. The contractor shall be responsible for goods being sufficiently and properly packed for transport by rail or road transport so as to ensure their being free from loss and breakage till the delivery of goods at the stores of the indenting (Purchasing) Officer. If the contractor so desires, he may insure valuable goods. For loss or damage, breakage, leakage or shortage discovered by the Intendor, the contractor shall be liable to make good the same at his own cost. The tenderer may present himself or depute any of his representatives to watch any damage or loss discovered at the destination to verify the same if desired.
15. The successful tender shall not assign or sub-let the contract or any part thereof to any other party.
16. (1) Two sets of the samples of items of the various categories of tenders should be submitted on or before the due date and time of receipt of the tender, where sample is required along with separate challan in duplicate in the proforma mentioned below, in the office of the ZDR, ARS, Kota. Without samples the tender will not be considered for such items. The samples submitted in the past shall not be considered. The samples sent should be of the same quantity as asked for.

FORM OF CHALLAN FOR SAMPLES

Name & address of firm.....Tender

Notice No..... category (if any)..... Due date.....

Item No. of the sample	Brief Description	Quality of samples	Number of samples submitted against each quality
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(ii) Samples must be submitted fully sealed and should bear label with the particulars as mentioned below:-

- (a) Name and full address of the firm.
- (b) Tender Notice No., Tender Code, Item Number and due date of the tender
- (c) Brief description of the sample.

(iii) Samples without challans in triplicate will not be accepted.

(iv) Outside firms are requested to send form of challan in duplicate along with the samples and Railway parcel should be sent as "Fully Paid Home Delivery Parcel", so that the samples are received in the office of the Comptroller, Agriculture University, Kota on or before the due date of receipt of tender. The consignee is in no way responsible for getting the parcels from the Railway Premises.

(v) In case the samples are sent by Railway parcel the R.R. should be posted by Registered post to the ZDR, ARS, Kota.

(vi) Approved samples will be retained by the University without payment of cost up to a period of six months after the expiry of contract period. The University shall not be responsible for any damage, wear and tear or loss during testing, examination etc. during the period these samples are retained. The samples shall be collected by the contractor on the expiry of stipulated period. The University shall in no way make arrangements to return the samples thereafter by Railway or other mode of transport even if the contractor agrees to pay the cost of such transport. The samples not collected within 3 months after the stipulated date shall be forfeited by the University and no claim for their cost etc. shall be entertained.

(vii) Samples of unapproved items shall be collected by the tenderer (if any) to the extent samples are not destroyed or consumed during testing and examination. The University shall in no way make arrangement to return the samples by Railway or other mode of transport.



- (viii) Samples should be strictly according to the specification given in the tender form otherwise they will not be considered.
- (ix) No change in marking on samples will be allowed after submission of the sample.
17. (i) All goods (approved supplies) must be sent freight paid. If goods are sent freight to pay, the freight together with an administration charge of 10% of the freight charges will be recovered from the supplier's bills.
- (ii) RRS or GRS should be sent under a registered cover. No. RR or GR will be accepted if it is sent by V.P.P. or through bank.
- (iii) Each bale or package shall contain a packing note quoting the acceptance order or supply order no. date and details of contents.
- (iv) In case the supply is called for by the Purchasing Officer by Railway Passenger train, half of the Railway Freight will be borne by the Purchasing Officer.
- (v) Payment for the supply shall be due and payable by the Purchasing Officer to whom supply is made when the goods are delivered strictly in accordance with the supply order and is found to be having required standard quality or tallys with the sample.
- (vi) All the goods supplied should be of the best quality as per the specification, trade mark laid down for them and in strict accordance with the approved standard samples. The decision of the Purchasing Officer of University shall be final as to the quality of the goods and binding upon the approved supplier. In case, any of the articles supplied are not approved these shall be liable to be rejected and any expenses incurred or loss caused the University or to the supplier as a result of rejection of supplies, shall be entirely on approved suppliers account.
- (vii) The rejected articles must be removed by the tenderer, from the destination where they lie within a period of 30 days from the date of rejection notice. The officials will take reasonable care of such materials but will not be responsible for any loss or damage that may occur to these articles while it is on their premises.
- 18.(i) The material ordered will have to be supplied within a period as specified or of 2 weeks from the receipt of supply order. The material will have to be delivered at the Premises of Indenting Officer at the cost & risk of approved supplier. If the ordered goods are not supplied in the stipulated period, the intending officers may extend the time of delivery with liquidated damages as per general terms and conditions.

The rate of liquidated damages for delayed supply is as under:-

S. No.	Period of delay	Rate of liquidated damages on the value of the stores /equipments failed to supply in the prescribed delivery period
1.	Delay up to one fourth period of the prescribed delivery period	2.5%
2.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period	5.0%
3.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period	7.5%
4.	Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period	10%

However, if the reason for the delay is beyond the control of the approved supplier, the issue may be referred through Intending Officer to the University for granting extension without liquidated damages. The approved supplier has to ensure that the ordered goods/items have been delivered at FOR destination i.e. at the office of intending officer or at the place mentioned in supply order.



Approved supplier is also responsible for proper packaging and mode of requisite transport. Packaging cost, transportation cost and transit risk (up to delivery) is to be borne by the approved supplier. For valuable goods insurance and other charges are also to be borne by the approved supplier.

- (ii) The supply against an order marked URGENT will be made immediately and will be completed in full by the contractor within 15 days or time indicated whichever is less from the date of issue of order.
- (iii) In case the supply is not made according to the supply order in full within a period specified from the date of order, the earnest money will be forfeited.
- (iv) When the tenderer is unable to complete the supply within the specified period or the extended period (when supply period is extended) the Purchasing Officer shall be entitled to purchase the goods from open market at the risk and cost of the approved supplier without any notice to the tenderer. The goods in full or any part thereof which the tenderer has failed to supply, the tenderer shall be liable to pay the loss or damage which the Purchasing Officer may suffer by reasons of such failures on the part of tenderer. But the tenderer shall not be entitled to any gain on such purchase made against default. The recovery of such loss or damage shall be made from any sums payable to the tenderer under this or any other contract within the University. If recovery is not possible from the bill and tenderer fails to pay the loss or damage within one month of the RTPP.

While making the risk purchasing the Purchasing Officer may exercise his own discretion. In all cases, where orders are cancelled due to non-supply of goods, it will be treated as a breach of the contract and the Purchasing Officer shall take action accordingly. In all such cases tenderer will be black listed & debarred from future dealing with the University.

Note: It is clarified that Purchasing Officer may resort to risk purchase without granting any extension as provided in Condition No. 18 (i)

- (V) When the supplier is unable to complete the supply within the specified or extended period, the University shall forfeit the Earnest Money/Security Money in full or in part as it may deem fit.

When the Earnest Money/Security Money in full or in part is proposed to be forfeited, a show cause notice for a period of 10 days will be given to the supplier for not making the supplies in time and why not the Earnest Money/Security Money in full or part thereof as specified in the notice be forfeited.

- 19 (i) The quantities for the various items in the tender are approximate and subject to variation. The supplies will have to be made according to requirements as and when supply orders are placed throughout the contract period.
 - (ii) If supply orders are placed in excess of the quantities shown in the tender form, the contractor will be bound to meet the required excess supply up to 50% of the tendered quantity besides that notified in the tender on the same rates and conditions. If the contractor fails to do so, the security deposit shall be forfeited & ban on future business shall be imposed. If the supplier does not communicate within 7 days of the receipt of the supply order for the excess quantity, it will be presumed that the supplier agrees to supply the ordered quantity on the approved rates.
 - (iii) If the purchases of the items approved are not made at all or purchases are made for lesser quantity than that indicated in the tender, the supplier will not be entitled to claim any compensation whatsoever on this account.
- 20. (i) All articles supplied shall strictly conform to the specifications laid down in the tender form. The supply of articles marked with asterisk or words "SAMPLES REQUIRED" shall in conform to the approved samples. The decision of the Purchasing Officer/Comptroller/Central Stores Purchase Committee (Whether the articles supplied conform to the specifications and are in accordance with the samples) shall be final and binding on the supplier.
 - (ii) If even a small percentage of supplies or any unit drawn randomly from bulk supplies does not conform to the standard of the tendered sample, than the entire supply is liable to be rejected and no excuse whatsoever (viz. manufacturing difficulties, non-availability of raw materials etc. shall be entertained) for deviation in quality will be entertained.

Open

- (iii) If the goods or articles fail in comparison with the samples or in test they will be rejected and will have to be replaced by the supplier at his own cost & risk within the prescribed limit.
- (iv) If, however, due to exigencies of University works, such replacement either in whole or in part. is not considered feasible, the Comptroller or the Purchasing Officer (after giving an opportunity to the contractor of being heard) shall for reasons to be recorded in writing deduct suitable amount from the bill of supply. The deduction so made will be final and binding on the supplier. If the supplier fails to appear for hearing the decision of the indenting officer without hearing the supplier shall be final & binding on the supplier.
- (v) Articles which are prima facie defective or not in accordance with the accepted tendered sample shall not be stored in the University Stores or indenting officers, stores and if kept they shall be at the risk and responsibility of the supplier. The rejected articles must be removed by the supplier within a period of 3 days of the date of receipt of information of rejection after which the Purchasing Officer or the Comptroller shall have the right to dispose off such articles as deemed proper at the contractor's risk and on his account. The Purchasing Officer shall also have the right to charge rent for storage of such rejected articles from the contractor at the rate to be fixed by him. His decision regarding rent will be final and binding on the supplier.
- (vi) The contract for the supply can be repudiated at any time by the Comptroller, if the supplies are not made to his satisfaction after giving an opportunity to the contractor of being heard and the reasons of repudiation shall be recorded by the Comptroller.
21. Any increase in Excise Duty or other similar tax if imposed by the Central or state Government after due date of Tender will be paid extra. Similarly any reduction in them after the due date will be paid less to the approved supplier.
22. Remittance charges on payment made to the firms will be borne by the approved supplier/contractor,
23. Tenderers are requested to send printed descriptive literature, catalogue, photo literature of the articles if any with their tenders offers for convincing about the quality and usage of the articles but direct/indirect canvassing on the part of tenderers or their representatives after the submission of the tender shall disqualify them.
24. The University reserves the right to accept any tender not necessary the lowest, reject any tender without assigning any reason and accept any tender for all or any one or more items or the articles for which tender has been invited.
25. It is made clear that the tender must be submitted accurately in accordance with the condition of the tender and that necessary documents must invariably be enclosed wherever demanded. In the event of non-submission of these essential documents, the tender shall not be considered and shall be treated as rejected without notice or any reference.
- The following documents when furnished must hold good for the entire period of the tender. failing which these will be considered as invalid documents:
- (a) Documents to prove the capacity of the tenderer as: Manager/Proprietor/Partner/Managing Partner/Director/Secretary/Sole Distributor / Manufacturer.
- (b) Documents to prove the tenderer as registered with the Director General of Supplies & Disposals, New Delhi or National Small Scale Industries Corporation.
- (c) Sales Tax Clearance Certificates.
- All the documents be submitted in original or copies of the original documents can be acceptable only if these are attested by the "Govt. Gazetted Officer". Self-attested or unattested copies of such documents will not be considered valid.



26. The tenderers should not quote their own conditions while submitting the tenders. Any counter conditions or counter proposals submitted by the tenderers will not be considered at all. If a tenderer imposes conditions which are in addition to or conflicting with the conditions mentioned herein, the tender is liable to be rejected.
27. Legal proceedings, if any arising out of this tender shall have to be lodged in Courts situated in Kota and not elsewhere.
28. Tenderers are expected to satisfy themselves that they will be able to supply the articles tendered by them in full if their tenders are accepted. No plea that the manufacturer has either stopped the manufacturing or manufacturer has increased the prices of the tendered items or the items is not being imported due to certain restrictions shall not be considered. Successful tenders will be bound to supply the ordered articles in all circumstances and on the approved rates only.
29. Tender must be submitted on the prescribed tender forms only which can be obtained from the Comptroller, Agriculture University, Kota on payment as specified in the NIT. The cost of tender forms sent or deposited in the University shall neither be refunded nor adjusted towards any subsequent tender in any case. The whole set of tender form should be submitted after quoting the prices of each item in the space provided. If the tenderer does not wish to quote for some items, words "NO QUOTATION" against such items should be mentioned. Tenderer should keep one copy of the tender form, out of the two supplied to him as his office copy.
30. Where a particular make or size is stated in the tender form, no alternative should be suggested. The alternatives suggested will be ignored and the tenderer shall be assumed to have quoted for the tendered items with specifications as mentioned in the tender form.
31. Separate covering letter or communication should be sent for separate category of tenders and tenders should be submitted separately for each category. Tenders received in mixed with more than one category may not be considered.
32. The decision of the ZDR, ARS, Kota in all matters relating to the tender will be final and binding upon the tenderers.
33. The Earnest Money deposited at the time of submission of tender will be automatically converted into Security Money and if the amount of Security Money is more than the earnest money deposited, then the remaining amount of Security Money will have to be remitted by the contractor.
34. The tender shall on intimation of acceptance of the tender offer from the ZDR, ARS, Kota shall submit an agreement bond on non-judicial stamp of Rs. 500/- within period specified in the letter and also deposit the amount of Security Money if required as per conditions No.....along with the agreement bond, failing which the earnest money deposited, with the tender offer will be forfeited.



**Zonal Director Research
Agricultural Research Station, Kota
Agriculture University, Kota**

I/We certify that I/We have read the General Terms and Conditions of the tender and that I/We agree to abide by General Terms and Conditions.

SIGNATURE OF TENDERER