



Rajasthan State Pollution Control Board
Headquarter, 4-Institutional Area, Jhalana Doongari, Jaipur-302004
E-Mail: member-secretary@rpcb.nic.in
Phone: 0141-2711263, 2716802, RSPCB Helpline No.- 0141-2716877



BID NOTICE No.- F.11(702)/RSPCB/Lab/2023-24/631 Date 26.02.2024

TENDER DOCUMENT
FOR PROCUREMENT OF 08 TYPES OF LABORATORY
INSTRUMENTS ALONG WITH COMPREHENSIVE
MAINTENANCE CONTRACT (CMC) FOR 05 YEARS FOR
REGIONAL LABORATORIES & CENTRAL LABORATORY
OF
RAJASTHAN STATE POLLUTION CONTROL BOARD
(Estimated Total Cost of Tender- 5.185 Cr.)

Signature of Bidder with Seal
Date:

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NOTICE INVITING E-TENDER

Double stage unconditional e-Bids are invited by Rajasthan State Pollution Control Board, Jaipur for the procurement of "**08 types of Laboratory Instruments**" from eligible manufacturer/Authorized distributors as per details given in the respective Bid Document. The Complete Tender Documents can be downloaded from e-procurement www.eproc.rajasthan.gov.in or SPP Portal www.sppp.rajasthan.gov.in or <http://www.environment.rajasthan.gov.in>. Bid will be submitted only on <http://www.eproc.rajasthan.gov.in>. Member Secretary, Rajasthan State Pollution Control Board, Jaipur reserves the right to accept or reject any or all Tenders in part or full without assigning any reason thereof.

| Details of Instruments/Laboratory items | | | |
|--|--|----------|--|
| S. No. | Category | Annexure | Estimated Cost of Tender (In Rs. Lac) |
| i. | Respirable Dust Samplers (Brushless & Noiseless) | II | 45.00 |
| ii. | PM2.5 Sampler | III | 378.00 |
| iii. | Weather Station for Meteorological Parameters | IV | 18.00 |
| iv. | Analytical Balance | V | 24.00 |
| v. | Laboratory Refrigerator | VI | 6.00 |
| vi. | Hot Air Oven | VII | 1.50 |
| vii. | Visible Spectrophotometer | VIII | 6.00 |
| viii. | Noise Level Meter - Class 1 | IX | 40.00 |
| Earnest Money (By D.D./BG/RTGS/NEFT Only in favor of Member Secretary, Rajasthan State Pollution Control Board, Jaipur as per given Bank Details. | | | 2% of estimated Tender cost of each instrument |
| Tender document Fee (By D.D./RTGS/NEFT Only in favor of Member Secretary, Rajasthan State Pollution Control Board, Jaipur)- Non-refundable | | | Rs. 1000/- + 18% GST |
| Tender Processing Fee by D.D. in favor of MD, RISL, payable at Jaipur - Non-refundable | | | Rs. 1000/- + 18% GST |
| Date of publishing NIB & Tender Document on e-procurement www.eproc.rajasthan.gov.in and SPP Portal www.sppp.rajasthan.gov.in and http://www.environment.rajasthan.gov.in and Date from which tender document can be downloaded from e-procurement i.e., https://eproc.rajasthan.gov.in or SPP Portal i.e., https://sppp.rajasthan.gov.in or http://www.environment.rajasthan.gov.in . | | | 26.02.2024 at 6:00 PM |

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
| | |
|--|-----------------------|
| Last time and date up to which Bids can be submitted/ uploaded on e-procurement website. | 12.03.2024 at 3:00 PM |
| Time & Date of Opening of Technical Bid | 13.03.2024 at 1:00 PM |
| Time & Date of Opening of financial Bid | To be declared later. |

Note: -

- (i) **In case bidder is unable to submit Demand Drafts of Tender Fee & Earnest Money in physical form, bidders are also allowed to online transfer these amounts in RSPCB's Bank Account as per given details.** In that case, separate transaction should be made for each amount and scan copy of transactions should be uploaded at EPROC site and transaction reference no. should also be quoted. In additions, bidders are also required to inform us about online transfer of these amounts along with transaction details via e-mail at lab.rpcb@gmail.com.
- (ii) Detailed descriptions of the item and instructions for submitting the offer can be downloaded from e-Procurement Portal.
- (iii) Any query please contact **CSO/GIC-STORE, RSPCB, Jaipur.**
- (iv) The detailed terms & conditions with specifications of instruments and tender document may be downloaded from <https://eproc.rajasthan.gov.in> or <https://sppp.rajasthan.gov.in> and <http://www.environment.rajasthan.gov.in>. The provisions of RTPP Act, 2012 & Rules, 2013, there to shall be applicable for this procurement, further, in case of any inconsistency in any of the provision of this Tender Documents with the RTPP Act 2012, & Rules 2013, there to the later shall prevail.

Our Bank detail is as follows:

Name of Organization : Member Secretary, Rajasthan State Pollution Control Board
Name of Bank : Bank of Baroda
Branch Name/code : IDS Extension Counter, Jaipur/EXTNEH
Account No. : 98150100000521
Account Type : Saving
IFSC Code No. : BARB0EXTNEH
Bank Branch Address : IDS Extension Counter, Jhalana Institutional Area, Jaipur-302004


Member Secretary

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GENERAL INFORMATION

1. Rajasthan State Pollution Control Board (RSPCB), invites e-tender from eligible bidders for **Supply, Installation, Testing, Demonstration, Commissioning of 08 types of Laboratory instruments** as specified in the bid document.
2. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
3. The provisions of RTTP Act, 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTTP Act, 2012 and Rules thereto, the later shall prevail.

Details of instruments invited vide bid for supply are as mentioned below: -

| Details of Instruments/Laboratory items | | |
|---|--|------|
| S. No. | Category | Qty. |
| 1. | Respirable Dust Samplers - (Brushless & Noiseless) | 30 |
| 2. | PM2.5 Sampler | 54 |
| 3. | Weather Station for Meteorological Parameters | 06 |
| 4. | Analytical Balance | 06 |
| 5. | Laboratory Refrigerator | 06 |
| 6. | Hot Air Oven | 06 |
| 7. | Visible Spectrophotometer | 06 |
| 8. | Noise Level Meter - Class 1 | 20 |

4. For participating in the above e-tender, the Bidders shall have to get themselves registered on website <http://eproc.rajasthan.gov.in> and get User ID, password, Class 3 Digital Signatures Certificate (DSC) is mandatory to participate in the e-tendering process. For any clarification/ difficulty/ regarding e-tendering process bidders can contact helpdesk on the phone numbers mentioned on the website.
5. The bid documents can be downloaded from website: <http://eproc.rajasthan.gov.in>, <https://sppp.rajasthan.gov.in> and <http://www.environment.rajasthan.gov.in>. The document downloaded from the aforesaid website should not be tempered, and if any such tempering is detected before or after the opening of Bids, the Bidder shall be debarred for a period of 06 (six) months.
6. Bidder (through its Authorized Representative) shall submit their offer (the **-Bid or -**

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Proposal) online in electronic formats comprising of both Technical Bid and Financial Bid. Bid/Tender Fees and EMD fee should be deposited through **D.D./BG/RTGS/NEFT in favor of Member Secretary, Rajasthan State Pollution Control Board, Jaipur as per given bank details "** and **Tender Processing Fees should be deposited through demand draft in favor of MD, RISL, payable at Jaipur.**

7. Any subsequent addendum/ corrigendum shall be published/ uploaded only on the website <http://eproc.rajasthan.gov.in>, <https://sppp.rajasthan.gov.in> and <http://www.environment.rajasthan.gov.in>. In case there is a holiday on the day of opening of Bids, activities assigned on that date shall be carried out on the next working day.
8. While electronically submitting the Bids, it should be ensured that the Bid Documents including conditions of Tender are digitally signed by the Bidder.
9. The documents shall be prepared and scanned in different files and uploaded during online submission of the Bid.
10. Rajasthan Pollution Control Board will not be responsible for delay in online submission due to any reason. For this, Bidders are advised to upload their complete Bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
11. The Bid Document is non-transferable by the purchaser. The bid form in the bid document at **Annexure – II to X** will be used for technical bid. Each page of the bid must be digitally signed by the bidder. The price bid must be in the form provided herewith at **Annexure - XI**.
12. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by English translation of its pertinent passages, in such case, for the purpose of interpretation of the bid, English translation shall govern. The check list for submission of bid is available at **Annexure – I**.
13. The bidder is expected to examine all instructions, forms, terms and conditions and specifications mentioned in the bid document carefully. Failure to furnish all information required by the bid documents or submission of a bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in the rejection of its bid.
14. Documents, literature, diagrams/leaflets, original catalogue of equipment and samples etc., enclosed with the bids shall become the property of the Board without any cost.
15. The prices should be quoted both in words and figures.

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16. At any time, prior to the deadline for submission of bids, the buyer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by an amendment.
17. **The authorized agent/dealer/supplier/Representative should have minimum three years continuous agency/ partnership/ participation or collaboration with their principal foreign/Indian manufacturer.** The documentary proof of such agency / authorization/ MOU should be submitted along with the technical part. If the bid of the firm does not contain the proof of such nomination/authorization, Indian agent will be rejected.
18. The list of instruments/equipment, their approximate quantity and point of delivery are given at **Annexure-XII and XIII** and the detailed specifications of the instrument are given in the technical Bid Format (**Annexure-II to X**). The quantity mentioned in the bid document may be increased or decreased at the discretion of the Competent Authority in the Board without assigning any reason.
19. The items have to be supplied in standard packing. The supplier will be held liable for any damage, theft or loss during transit. The instruments are to be dispatched to the respective places directly and to be installed there, by the supplier under intimation to **CSO/GIC-STORE, RSPCB, 4- Institutional Area, Jhalana Doongari, Jaipur.**
20. RSPCB can do pre-delivery/dispatch inspection of quoted item.
21. The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good condition such loss and shortage found at the checking/inspection of the materials by the consignee. "No extra cost" on such account shall be admissible.
22. The Bidders are requested to quote the rates item-wise for each equipment on F.O.R. destination basis including total price of each instrument separately indicating the Govt. levies and other expenditure item-wise. The freight charges and insurance charges will be borne by the supplier in both cases of imported items and Indian goods. For indigenous items supplied by Indian firms, the rate should be F.O.R. Central /Regional laboratories of RSPCB.
23. The bidder will give the undertaking (**Annexure - XIV**) that he or his authorized dealer will service / repair the equipment during the warranty period of three years.
24. Uploaded documents of valid successful Bidders will be verified with the original before signing the agreement, to be submitted prior to the date and time for Bid submission is specified herein.

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25. Bid(s) once submitted online cannot be resubmitted or withdrawn.
26. Conditional Bids, Bids without payment of EMD and Bids not meeting the qualifying criteria on the date of receipt of Bids shall be summarily rejected.
27. Corrigendum/Addendum, if any, will be published on the website <https://www.eproc.rajasthan.gov.in> itself.
28. Member Secretary, Rajasthan Pollution Control Board i.e., Procuring Entity reserves the sole right to cancel the bid process and reject any or all of the bids without assigning any reason
29. Bid EMD and CAMC prices should be submitted separately for each quoted equipment.

1.0 ELIGIBILITY CRITERIA:

A bidder participating in the procurement process shall possess the following minimum pre-eligibility criteria.

| S. No. | Basic Requirement | Specific Requirements | Documents Required |
|--------|----------------------|---|---|
| 1. | Legal Entity | The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. | - Copy of valid Registration Certificates In case of company, - Copy of Certificates of incorporation |
| 2. | Financial Turnover | Average Annual Turnover of the bidder from IT/ ITeS during the last three financial years, i.e., 2020-21, 2021-22 and 2022-23 (as per the last published audited balance sheets), should be at least Rs. 1.00 Cr. (One Crore only). | CA Certificate with CA's UDIN No. for Net Worth |
| 3. | Financial: Net Worth | The net worth of the bidder in the last three financial years, i. e. 2020-21, 2021-22 and 2022-23, should be Positive. | CA Certificate with CA's UDIN No. |
| 4. | Technical Capability | The bidder must have executed at least one successful supply and installations of same/equivalent make and model having at least | Copy of Purchase Order/ Work order |

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| S. No. | Basic Requirement | Specific Requirements | Documents Required |
|--------|--------------------------------|---|--|
| | | equivalent amount of estimated cost of instrument quoted in the tender during last three financial years i. e. 2018-19 to 2022-23 & enclose the certified copy of purchase order along with satisfactory working certificate of equipment issued by the purchaser. | |
| 5. | Tax registration and clearance | The bidder should have a valid registered number of i. GST where his business is located ii. Income Tax / PAN/TIN The bidder should have cleared his previous GST dues if any, to the Government. | Copies of relevant certificates of registration issued by the competent authority. |
| 6. | Mandatory Undertaking | a) Bidder should: - b) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; c) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; d) not have been blacklisted by any Government department/PSU or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance. e) not have a conflict of interest in the procurement in question as specified in the bidding document. f) comply with the code of integrity as specified in the bidding document. | A Self Certified letter as per Annexure XVI Self-Declaration |
| 7. | Service | Manufacturer or its authorized dealer in India should | Details |

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| S. No. | Basic Requirement | Specific Requirements | Documents Required |
|--------|---|--|--|
| | Support Centre | have the service center/ workshop/competent service engineer for repairing of the same equipment. | Undertaking for setting up Service Support Centers in India as per Annexure XVI |
| 8. | Mandatory Undertaking/ Authorization/ Declaration | Compliance Certificate | As per Annexure – XVI |
| 9. | Demonstration of instrument at RSPCB | The bidder has to give demonstration of the instrument/instruments quoted as per the technical specifications required by RSPCB at Head Office, RSPCB, Jaipur before opening of financial bid. | -- |

2.0 SCOPE OF WORK, DELIVERABLES & TIMELINES:

The selected bidder shall be required to supply, install and commission ordered items and to provide maintenance, repair and change of consumables spare parts services during the comprehensive warranty period of five years for each quoted instruments at the various delivery destinations (Central Laboratory and Regional Offices of RSPCB) as specified in 'Annexure-XIII&XIV'.

1) DETAILS OF WORK:

The successful commissioning of the quoted instruments requires the bidder to provide quality & timely services. The bidders are strongly advised to carefully read the Scope of Work. The broad scope of work for the bidder during the period of contract/ engagement would include the following: -

i. INSTALLATION, COMMISSIONING AND MAINTENANCE:

The installation and commissioning of the instruments is the entire responsibility of the supplier. **It must be done either by the principal supplier or their authorized dealer within 60 days from the date of purchase order.** The supplier or their authorized dealer should be in touch with the **CSO/GIC-STORE, RSPCB, Jaipur** to know the exact day of receipt of stores supplied/ dispatched by them.

- i. A period of 60 days will be allowed for delivery of equipment from the date of issue of purchase order in the case of Indian manufacturers/suppliers. In case of delay in delivery (including installation and commissioning) the liquidated damages will be levied from successful bidder as per clause no. 53 (d) of this document.

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- ii. Bidder has to provide demonstration during installation and commissioning on operation and maintenance of the instrument/ equipment to Board Officials of respective Central Laboratory and Regional laboratories without any additional charges.

ii. ACTIVITY, DELIVERABLES & TIMELINES:

The milestones, deliverables and time schedule for the implementation of the title procurement would be as follows: -

- i. The time specified for delivery and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the bidder shall arrange supplies and provide the required services within the specified period.
- ii. "T" is the event marking RSPCB issuing the work/purchase order to the selected bidder: -

| S. No. | Milestone/ Phase | Deliverables | Timelines (T=Date of WO)/PO |
|--------|--|--|---|
| 1. | Supply, installation and commissioning of quoted items and to provide maintenance and repair services. | a. Delivery Challan for quoted items b. Installation Report c. Warranty Certificates d. Calibration Certificates (from NPL/NABL certified laboratory) e. Operational Manual and Troubleshooting guide. | T+60 days |
| 2. | Installation Commissioning and Demonstration of Instruments at the specified locations of Instruments. | | Within 60 days from releasing purchase order. |

3.0 BIDDING PROCESS:

- a) Rajasthan Pollution Control Board has adopted online double stage two parts process involving Technical Bid and Financial Bids for selection of the Bidder for award of the Project (collectively referred to as the —Bidding Process). The first part involves technical qualification and short listing of the qualified Bidders who become eligible for opening of their Financial Bids.
- b) The Tender Document shall be uploaded on the e-procurement portal, along with the Notice Inviting Bids, <http://eproc.rajasthan.gov.in>, <https://sppp.rajasthan.gov.in>, <http://www.environment.rajasthan.gov.in>. However, bid is to be submitted only through the

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website <http://eproc.rajasthan.gov.in>. The prospective Bidders may download the tender document from the portal. The price of the tender document and processing fee of e-bid shall have to be paid to Procuring Entity in the amount and manner as specified herein and e-procurement portal.

- c) Rajasthan Pollution Control Board is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the e-procurement portal/the State Public Procurement Portal or www.environment.rajasthan.gov.in.
- d) The Bidder is expected to examine all instructions, forms, terms and specifications in the tender Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in the rejection of the Bid.
- e) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- f) The technical bid shall consist of the following documents: -

| S. No. | Documents Type | Document Format |
|------------------------------|--|---|
| Fee Details | | |
| 1. | Bidding document Fee (Tender Fee) | Proof of submission (in PDF format only) |
| 2. | RISL Processing Fee (e-Procurement) | Proof of submission (in PDF format only) |
| 3. | EMD | Instrument wise / Proof of submission (in PDF format only) |
| Eligibility Documents | | |
| 4. | Application form/Checklist | As per Annexure-I (in PDF format only) |
| 5. | Bidder's Authorization Certificate | As per Annexure-XVI (in PDF format only) along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid on behalf of the firm. |
| 6. | All the documents mentioned in the "Eligibility Criteria", in support of the eligibility | As per the format mentioned against the respective Pre-Qualification eligibility criteria clause (in PDF format only) |
| Technical Documents | | |
| 7. | Technical Bid form to be submitted by the Bidder along with product brochure of quoted make and model. | As per Annexure-II to IX (in PDF format only). |

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| | | |
|-----|--|---|
| 8. | Certificate of Conformity/ No Deviation with respect to technical specifications compliance sheet for quoted instruments /items. | As per Annexure - X (in PDF format only) |
| 9. | Declaration by Bidders | As per Annexure-XV (in PDF format only) |
| 10. | Manufacturer's Authorization Form (MAF) | As per Annexure-XVI (Indicative Format) (in PDF format only) |
| 11. | Bidders undertaking | As per Annexure-XIV (in PDF format only) |
| 12. | Undertaking on Authenticity of Equip. by manufacturer | As per Annexure-XVII (in PDF format only) |
| 13. | Components Offered + Technical specifications compliance sheet for all items only on Bidder's Letter Head | As per Annexure-II to X (in PDF format only) |

4.0 (A) TECHNICAL BID:

Scanned copies of the required documents and information as per this bid document should be attached in the Technical Bid. The bid shall remain valid for a period of 90 days from the last date of receipt of opening of Bids It must contain the following documents:

- The manufacturer will give the undertaking (**Annexure-XIV**) that he or his authorized dealer will service/repair the equipment during guaranty/ warranty/maintenance contract period.
- In case of authorized distributor, scanned copy of authorization certificate from principal manufacturer (with period of validity) as per **Annexure-XVII** and in case of manufacturer, shall submit a copy of self-declaration along with manufacturer registration certificate (DIC) with ISO 9001:2015.
- Turnover of three years should be average rupees one crore and bidder shall submit the turn over certificate/ITR return/balance sheet of last three years signed by Chartered Accountant with UDIN number.
- Bidder shall submit scanned copy of Registration certificate of GST (Goods & Service Tax) and latest copy of GST return.
- The duly scanned copies of all the documents which are part of technical bid shall be uploaded on <http://eproc.rajasthan.gov.in>.
- The prospective bidders may seek clarifications regarding the tender document, terms and conditions on or before clarification end date on the email id: lab.rpcb@gmail.com.

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- In case, any of the above said documents are found missing on the website, the tender of such agency shall be summarily rejected.
- This invitation for the bid is open to any bidder who is a reputed manufacturer or authorized representative of the manufacturer with minimum five years continuous agency/partnership/participation or collaboration with their principal.
- The bidder should be a legal entity and must be a registered company/firm incorporated in India. Copies of incorporation certificate shall be enclosed.
- The bidder must have received work order of not less than rupees One crore in each of the last three preceding financial years.
- The bidders shall submit their eligibility and qualification details, technical bid, financial bid etc., in the online standard formats given in e-Procurement web site only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc. in support of their eligibility criteria/technical bids and other certificate/ documents through the e-Procurement web site. The bidder shall digitally sign on the supporting statements, documents and certificates uploaded by him, owning responsibility for their correctness/authenticity.
- Bidder or their authorized representatives should have adequate financial and technical capability to execute the contract.
- The bidder is expected to examine all instructions, forms, terms and conditions and specifications mentioned in the bid document carefully. Failure to furnish all information required in the bid documents or submission of a bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in the rejection of the bid.

4.0 (B) FINANCIAL BID: -

(a) Financial bid shall include the following documents: -

| S. No. | Documents Type | Document Format |
|--------|--------------------------------|---|
| 1. | Financial Bid - Format | As per BoQ (.XLS) format as per Annexure-XIA /available on e-Procurement portal. |
| 2. | CMC for 5 years after warranty | As per Annexure XIB / available on e-Procurement portal. |

(b) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ content may lead to the rejections of the Bid submitted by the bidder.

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- (c) Bidder shall provide the BoQ of financial bid (for instrument cost with warranty of 36 months and comprehensive maintenance contract for 60 months as per **annexure XIA and XIB**).
- (d) The financial bid should be submitted online in BoQ (in .XLS/.XLSX format only), otherwise financial bid will not be considered.
- (e) Bidder has to submit BOQ of financial bid (for instrument cost with warranty of 36 months and comprehensive maintenance contract for 60 months as per **annexure XIA and XIB**) separately for each instrument.

5.0 TERMS AND CONDITIONS:

- 5.1** The documentary proof of such agency ship/ authorization/MOU shall be submitted along with the technical bid. If the bid of the firm does not contain the proof of such nomination/authorization, bid will be rejected.
- 5.2** Bid is to be addressed to **Member Secretary, RSPCB, Jaipur.**
- 5.3** This tender is an e-tender; Tender must be fill up online according to the directions given in the tender notice/tender document.
- 5.4** Only bidder or their one authorized dealer will be allowed to be present at the time of opening of tender.
- 5.5** No refund of tender form fee and tender processing fee shall be made for tender/s not accepted, returned or submitted.
- 5.6** All rates (excluding GST) must be quoted F.O.R. **Central Laboratory, Jaipur & Regional Laboratories (Alwar, Bhiwadi, Bharatpur, Bikaner, Bhilwara, Kishangarh, Chittorgarh, Udaipur, Kota, Sikar, Balotra, Pali & Jodhpur).** Cartage/unloading charges will not be paid to supplier by RSPCB. GST, if applicable will be paid separately by RSPCB as per rules.
- 5.7** The RSPCB reserve the right to withdraw tender at any stage.
- 5.8** The counter terms & conditions will not be accepted and as such no additions/ deletions or alternate in the tender form should be done. In such case bid document may be liable to reject.
- 5.9** The approved supplier shall not assign or sub-let his contract or any substantial part there-off to any other agency.
- 5.10** The manufacturer or approved dealer shall deem to have carefully examined/understand the terms & conditions of the tender document, specifications, designs, make etc. of the instruments to be supplied. In case, any doubts as to the meaning of any portion of these terms & conditions, specifications etc. he/she shall before filling the tender document and signing the contract agreement may refer to the **GIC-Store, RSPCB, Jaipur** and get clarifications.

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- 5.11 Instruments shall be delivered to the consignee lab on F.O.R. Basis, within the stipulated time given in supply order. In case of non-compliance Liquidity Damages/Risk & Cost Clause shall apply.
- 5.12 Any damage/faults to the instrument during transportation shall be on the manufactures or approved suppliers account and have to be replaced without any further levies of charges.
- 5.13 It may be noted that mere quoting lowest rates will not entitle any firm to get the order. For qualifying in the technical bid, the quality of the item being offered, the past performance, supply etc. will also be taken into consideration. The Board may call for any details, explanation, regarding technical & financial aspect.
- 5.14 In case of the instruments are not of the approved specifications, design or make used for the job are supplied, the same will be rejected on supplier cost. The rejected articles must be removed by the supplier at his cost from the site within 15 days-time of the information of the rejection.
- 5.15 It is not essential for a bidder to quote prices for all instruments. The interested bidder can quote prices selectively for the instruments in which the firm deals, accordingly.
- 5.16 The bidder should sign the tender form at each page at the end in token of the acceptance of all the terms & conditions of the tender.
- 5.17 The RSPCB reserve the right to accept any bid, not necessarily the lowest bid and reject any bid in whole or part without assigning any reason thereof. Order can be placed for whole or part of the job to the bidder at the absolute discretion of the RSPCB.
- 5.18 The Procurement Committee of RSPCB has the right to split the tender between more than one bidder.
- 5.19 Conditional offers will not be considered.
- 5.20 Any discrepancy in filling the bid/ incomplete tender form shall make the bid liable to be rejected. No overwriting should be done.
- 5.21 In all cases of disputes, the first appellant authority is Member Secretary and the second appellant authority is Chairperson. The decision of the **Chairman, RSPCB, Jaipur** shall be binding on all parties.
- 5.22 **WARRANTY:** The comprehensive warranty period will be for thirty-six months (3 years) starting from the date of successful commissioning of the instrument. Under this warranty, upon the receipt of such notice, supplier/agent shall, within the five working days specified, repair /replace the defective instrument or spare parts thereof at the ultimate destination from the date of issuing the request letter for repairing. The supplier/agent shall take over the replaced parts/goods, in the event of any correction of defects or replacement of defective material. In such cases, the warranty for the corrected/replaced materials shall be extended to the left-over period of warranty. The

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comprehensive warranty includes maintenance/service/repair/replace of equipment including spare parts etc except consumables.

During Warranty period, supplier is required to provide annual calibration certificates of instruments supplied, from NABL Accredited Laboratories without any cost.

- 5.23** If bidder does not repair the instrument within specified period (i.e. 07 working days) and fails to recommission the instrument a penalty will be charged by RSPCB @ Rs.1,000/- (in words Rupees One Thousand only) per day in first instance at any place. If, not repaired still or faults persists the instruments shall be replaced by a new instrument by the supplier, else the Board may take steps to replace the instruments and recover its cost from the performance security deposit submitted.
- 5.24** The specifications are clearly mentioned in the document and the Bidder is requested to submit Bid only if their offer strictly complies with specifications. The bidding for the instruments having different specification will be on Bidder's risk as the Board will not entertain such bids. Bids carrying the statement like "specification as per tender document" shall not be entertained. The product specifications supported by technical literature and list of users must be enclosed with **Annexure II to IX**.
- 5.25** The placement of work order/purchase order will be according to technical evaluation of the tender and after consideration of its price worthiness.
- 5.26** The price to be given in the tender are fixed prices, irrespective of rise in Materials prices etc., till the delivery of the overall consignment. No request regarding increase in the price of instruments etc., will be entertained after the submission of the tender.
- 5.27** The nomenclature of the instruments and spares will be invariably same in Pro-forma Invoice, Invoice, packing list and all other relevant papers in case the Bidder is awarded with the purchase order for supply against its offer.
- 5.28** If the instrument supplied is not in conformity with the specification asked for, it will have to be replaced at the risk and cost of the supplier. No freight and other charges for export and re-shipment will be paid by the Board.
- 5.29** "Supply, Installation, Testing, Demonstration, Commissioning of Instruments "within Rajasthan (HQ, Jaipur & Delivery destination) as specified in the bid document is **the entire responsibility of the supplier. It must be completed within 60 days from the date of issue of purchase order. In case of delay in delivery the liquidated damages will be levied as per Para no. 13 from successful bidder.** The supplier or their authorized agent shall be in touch with the Board to know the exact day of receipt of stores supplied/ dispatched by them.
- 5.30** The equipment/quantity of instrument's/equipment's and point of delivery is given at **Annexure-XII** and the detailed specification of the instruments are given at **annexure-II**

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to IX. The quantity mentioned in the tender document may be increased or decreased at the discretion of the Competent Authority in the Board without assigning any reason.

5.31 Bidder has to provide demonstration during the time of installation and commissioning at specified locations also on operation to Board Officials of laboratory without any additional charges.

5.32 COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT: (WITH SPARES)

- (i) After sales service is most important to be considered for comparison of the bids. Bid of those firms who do not have Indian/Local Agents to provide after sales service during warranty period will not be considered. After sales service must be provided at the premises of the Laboratory/Offices of RSPCB, by the manufacturer or authorized service provider. The instrument will not be sent to the service provider for repair.
- (ii) Bidders are required to quote for post warranty Comprehensive Annual Maintenance for a period of five years after expiry of the warranty period of the instruments.
- (iii) Bidders must quote charges for comprehensive annual maintenance contract (CAMC) for 5 (Five) years. The rate quoted should be on per year basis. Payment will be made after successful, completion of each maintenance year. CAMC will start after free warranty period of 36 months.
- (iv) The charges of Comprehensive Annual maintenance schedule for five years along with the cost of items/spares to be used in repairs and maintenance during these five years (Consumables shall be excluded from the scope of CAMC) are payable to supplier and sum total of these charges would be included in the FOR destination price quoted for instruments for the purpose of comparative evaluation of offer.
- (v) The bidder must provide annual calibration of all laboratory instruments from NABL Accredited laboratories during the CAMC period without any extra cost.
- (vi) The total CAMC charges for 5 years will be taken into consideration along with the cost of equipment for evaluation of relative ranking of the various bidders.
- (vii) Bidder is required to quote for CAMC separately in BOQ format only as per **Annexure- XIB**

5.33 TERMS AND CONDITIONS OF COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) - (WITH SPARES)

1. **General:** To provide service for regular maintenance and functioning of the Equipment. The comprehensive maintenance contract will include all costs of repairs and maintenance including cost of spare parts if any required. CAMC will start after free warranty period.

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2.0 SCHEDULED VISITS:

- 2.1 At least Two preventive maintenance and break down visits (as and when required) per annum will be provide under service contract as per requirement of RSPCB.
- 2.2 The firm shall depute service engineer to attend break down calls within 3 working days from the receipt of the call from client. In the event of failure on the part of the firm in attending to the preventive maintenance visit or in attending breakdown calls within 3 working days. The Member Secretary Rajasthan State Pollution Control Board, Jaipur or an authorized officer of State Board will have the right to make the recovery by way of compensation @ 2% of the CAMC Contract value per day. However, firm shall not be responsible for delay in services due to non-availability of spares or due to any reason beyond its control and the duration of service contract will be increased/extended by such period.
- 2.3 **Payment:** payment of CAMC charges shall be made after the successful completion of each maintenance year.
- 2.4 **Working time:** the work on the equipment should be carried out during normal working hours on working days
- 2.5 **Working Place:** The machine or its parts will not be taken outside from RSPCB'S premises. All work should be carried out at the site only. In case need arises to take any part outside RSPCB's premises then necessary permission should be obtained from competent authority.
- 2.6 **Accident:** RSPCB will not be responsible for any accident to the staff of the firm while attending the equipment within RSPCB premises.
- 5.34 The price to be given in the tender are fixed prices, irrespective of rise in Materials prices etc., till the delivery of the overall consignment. No request regarding increase in the price of instruments etc., will be entertained after the submission of the tender.

6.0 EARNEST MONEY DEPOSIT:

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- (a) Bid security instrument or receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- (b) The bid security is to be given in the form of demand draft **in physical form, bidders are also allowed to online transfer these amounts in RSPCB's Bank Account as per given details**
 - i. **Exemption/ Partial Exemption from Payment of Bid Security:** Normally bid security will be taken 2% of the estimated cost of the items. The exemption in the bid security will be given as per RTPP Rules-2013 mainly.
 - ii. Bid Security will not be taken from the Undertakings, Corporations, Autonomous bodies, Registered Societies, Co-operative Societies which are controlled/ managed

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by Government, Govt. Undertakings and Companies of Union Government and Government of Rajasthan.

- iii. In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
 - iv. Bid Security will be taken @ 0.50% of the value of the quantity offered for supply by the S.S.I. Units of Rajasthan. They will furnish original or Photostat copy, duly attested by Gazetted Officer, of the Registration of SSI Unit issued by the Director of Industries in respect of the stores for which they are registered.
 - v. Bid Security will be taken @ 1.00% of the value of the bid from the Sick Industries (other than S.S.I.). Sickness certificate issued by competent authority should be enclosed along with bid document.
- (c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- (d) The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- (e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- (f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- (g) The bid security of unsuccessful bidders shall be refunded/ returned without any interest soon after final acceptance of successful bid and signing of Agreement and submitting performance security by successful bidder and in case of the successful bidder, the amount of bid security (without interest) may be adjusted in arriving at the amount of the Performance Security upon request of successful bidder, or refunded if the successful bidder furnishes the full amount of performance security.
- (h) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
- i. when the bidder withdraws or modifies its bid after opening of bids;
 - ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;

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- iv. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - v. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- (i) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- (j) No interest shall be payable on the bid security.
- (k) The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
- i. the expiry of validity of bid security;
 - ii. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - iii. the cancellation of the procurement process; or
 - iv. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- 6.1 No interest shall be payable on the EMD.
- 6.2 The EMD will be refunded to the unsuccessful bidder within three months of the final acceptance of the bid. However, the EMD of the successful bidder will be adjusted in the security deposit.
- 6.3 Remittance on movement made to the firm will be borne by the supplier.
- 6.4 Request for adjustment of any other amount lying with RSPCB will not be considered.
- 6.5 The EMD will be forfeited if the bidder modifies/withdraws the offer during the validity period from the date of bid submission.
- 6.6 In case successful bidder fail to deposit the balance security deposit, the deposited EMD will be forfeited.

7.0 SECURITY DEPOSIT/ PERFORMANCE SECURITY:

- 7.1 The EMD deposited by successful bidder will be transferred to security deposit. Whereas successful bidder has to deposit the balance security deposit i.e., 5% of the quantity offered for supply by the bidder within 07 working days from date of award of tender.
- 7.2 No interest shall be payable on security deposit.
- 7.3 In case successful bidder fails to execute the agreement in given time/fail to supply the instruments even after 30 days from delivery period, the security money will be forfeited.
- 7.4 The deposited security money will be refunded after three months of expiry of the guarantee/warranty period to the manufacturer or supplier after only on submission of **"no dues certificate from the competent authority of RSPCB"**. The security deposit

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shall be refunded after making all sort of deductions due from the manufacturer or supplier pertaining to delays, short supply, breach of contract and such other losses thus sustained etc.

(a) EXEMPTION/ PARTIAL EXEMPTION FROM PAYMENT OF PERFORMANCE SECURITY (Exemption is applied on the basis of finance (G&T) department, GoR.

- a. Performance Security will not be taken from the Undertakings, Corporations, Autonomous bodies, Registered Societies, Co-operative Societies which are controlled/ managed by Government, Govt. Undertakings and Companies of Union Government and Government of Rajasthan. However, a performance security declaration shall be taken from them.
- b. Performance Security will be taken @ 2.5% (Two Point Five-percent) of the amount of supply order to be supplied by the S.S.I. Units of Rajasthan. They will furnish original or Photostate copy, duly attested by Gazetted Officer, of the Registration of SSI Unit issued by the Director of Industries in respect of the stores for which they are registered.
- c. Performance security will be taken @ 2.0% of the amount of supply order to be supplied by the Sick Industries (other than S.S.I.). Sickness certificate issued by competent authority should be enclosed along with bid document.
- d. Firms registered with the Director of Industries Rajasthan (MSME) in respect of stores for which they are registered, subject to their furnishing the registration in original from the Director of Industries or a Photostat copy or a copy thereof duly attested by any Gazetted Officer will be partially exempted from Performance Security and shall pay Performance Security at the rate of 1 % of the amount of supply order to be supplied.

(b) Performance security shall be furnished in any one of the following forms: -

- i. Bank Draft or Banker's Cheque of a scheduled bank;
- ii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
- iii. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
- iv. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The

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procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

- (c) Performance security furnished in the form specified in clause [1.] to [4.] of above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- (d) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases: -
 - i. When any terms and condition of the contract is breached.
 - ii. When the bidder fails to make complete supply satisfactorily.
 - iii. In case, the instrument supplied is found defective and not attended by the supplier /authorized agent.
 - iv. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
 - v. If the bidder failed to provide satisfactory services during warranty period.
- (e) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

8.0 COST & LANGUAGE OF BIDDING:

- (a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- (b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

9.0 ALTERNATIVE/ MULTIPLE BIDS:

Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid and should also mention the details of the quoted make/ model.

10.0 DEADLINE FOR THE SUBMISSION OF BIDS:

- (a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.

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- (b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

11.0 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS:

- (a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
- (b) Bids withdrawn shall not be opened and processes further.
- (c) No bid shall be withdrawn, substituted, or modified after the due time and date fixed for receipt of bids.

12.0 OPENING OF BID:

- (a) The Bids shall be opened by the Bid Opening & Bid Evaluation Committee on the date and time mentioned in the notice inviting bid in the presence of the bidders or their authorized representatives who choose to be present.
- (b) The committee may co-opt experienced persons in the committee to conduct the process of Bid Opening.
- (c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name, e-mail, telephone number of corresponding bidders' name and address. The authority letter, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid Opening Committee with date and time of opening of the Bids.
- (d) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
- ✓ bid is accompanied by bidding document fee, Bid Security and processing fee;

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- ✓ bid is valid for the period, specified in the bidding document;
 - ✓ bid is unconditional and the bidder has agreed to give the required performance security;
 - ✓ other conditions, as specified in the bidding document are fulfilled; and
 - ✓ Any other information which the committee may consider appropriate.
- (e) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and Bid Security.
- (f) The Bid would be regarded as turned down, if no award of contract has been obtained till the expiry of the Bid validity. No separate communication will be made in this regard.
- (g) In case of the date of submission and the date of opening of Bid is declared as Public Holiday, the Bid shall be submitted and opened on the next working day at the same time.
- LATE AND DELAYED BIDS WILL NOT BE CONSIDERED.**

13.0 CLARIFICATION OF BIDS:

- (a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- (b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- (c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- (d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

14.0 SELECTION METHOD:

The selection method is technically responsive followed by lowest financially evaluated bid based on BoQ.

15.0 EVALUATION & TABULATION OF TECHNICAL BIDS:

Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bids: -

- (a) For two part/ cover Bid system, the financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- (b) the process of opening of the financial Bids shall be similar to that of technical Bids.

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- (c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- (d) conditional Bids are liable to be rejected;
- (e) The evaluation shall include all costs and all taxes and duties applicable (other than GST) to the bidder as per law of the Central/ State Board/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- (f) The offers shall be evaluated and marked L1, L2, and L3 etc. L1 being the lowest offer (total bid value-will be decided sum of both BOQ of instrument cost and CAMC) and then others in ascending order, or evaluated and marked H1, H2, H3 etc. in descending order.
- (g) The Bid Evaluation Committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the RSPCB.
- (h) The members of Bids Evaluation Committee shall give their recommendations below the table regarding lowest and sign it.
- (i) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

(a) DETERMINATION OF RESPONSIVENESS:

- i. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- ii. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - a. "deviation" is a departure from the requirements specified in the bidding document;
 - b. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - c. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- iii. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall: -
 - a. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - b. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract;or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

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- iv. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- v. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

(b) NON-MATERIAL NON-CONFORMITIES IN BIDS:

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, GST certificate, ISO Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

(c) TECHNICAL EVALUATION CRITERIA:

Bids shall be evaluated based on the documents submitted as part of technical bid including product brochure submitted for quoted items. Technical bid shall contain all the documents as asked in the clause "Format and signing of Bids".

Proof of concept may be conducted for any item asked in tender document and if not found technically qualified, complete bid will be rejected.

(d) TABULATION OF TECHNICAL BIDS:

- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- c. The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.

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- d. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

16.0 CORRECTION OF ARITHMETIC ERRORS IN FINANCIAL BIDS:

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

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

17.0 PRICE/ PURCHASE PREFERENCE IN EVALUATION:

Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

18.0 NEGOTIATIONS:

- (a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, negotiations shall be conducted.
- (b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- (c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- (d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- (e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- (f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or

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most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

- (g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

19.0 EXCLUSION OF BIDS/ DISQUALIFICATION:

- (a) RSPCB shall exclude/ disqualify a Bid, if: -
- the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- (b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- (c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
- communicated to the concerned bidder in writing;
 - published on the State Public Procurement Portal, if applicable.

20.0 LACK OF COMPETITION:

- (a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIB would be re-

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floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -

- a. the Bid is technically qualified;
 - b. the price quoted by the bidder is assessed to be reasonable;
 - c. the Bid is unconditional and complete in all respects;
 - d. there are no obvious indicators of cartelization amongst bidders; and
 - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document.
- (b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- (c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- (d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

21.0 ACCEPTANCE OF THE SUCCESSFUL BID AND AWARD OF CONTRACT:

- (a) The RSPCB after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- (b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- (c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- (d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- (e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- (f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.

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- (g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned successful bidder by registered post or email and asked to execute an agreement on Rs 1000/- non-judicial stamp paper with all terms and condition mentioned in bid form at Annexure-VIII and deposit performance security equal to 10% of the amount of supply order to be supplied for which bids are accepted within 15 days from the date of dispatch of the letter by which the acceptance of the bid is communicated to the bidder.
- (h) **The decision of the Member Secretary, RSPCB in this regard shall be final.**
- (i) The expenses of completing and stamping the agreement shall be paid by the bidder and bidder shall furnished free of charge with one executed stamped counter part of the agreement to State Board.
- (j) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

22.0 INFORMATION AND PUBLICATION OF AWARD:

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

23.0 PROCURING ENTITY'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

24.0 PROCURING ENTITY'S RIGHT TO VARY QUANTITIES (REPEAT ORDER):

- (a) 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 decreases shall not exceed fifty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (b) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (c) 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 50% 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.

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25.0 DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDER AT THE TIME OF AWARD:

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

26.0 EXECUTION OF AGREEMENT:

- (a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of Intent is dispatched to the bidder.
- (b) That successful bidder shall execute and sign an agreement on Rs 1000/- non-judicial stamp paper (to be purchase from anywhere in Rajasthan only) with all terms and condition mentioned in bid form at Annexure-VIII and deposit performance security equal to 5% of the amount of supply order to be supplied for which bids are accepted within 15 days from the date of dispatch of the letter by which the acceptance of the bid is communicated to the bidder.
- (c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

27.0 CONFIDENTIALITY:

- (a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - a. impede enforcement of any law;
 - b. affect the security or strategic interests of India;
 - c. affect the intellectual property rights or legitimate commercial interests of bidders;

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- d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- (b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorized to have access to such information.
- (c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- (d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

28.0 CANCELLATION OF PROCUREMENT PROCESS:

- (a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- (b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - i. at any time prior to the acceptance of the successful Bid; or
 - ii. after the successful Bid is accepted in accordance with (d) and (e) below.
- (c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- (d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- (e) If the bidder who's bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- (f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - i. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - ii. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

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29.0 CODE OF INTEGRITY FOR BIDDERS:

- (a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- (b) The code of integrity includes provisions for: -
- a. PROHIBITING**
- any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
 - improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - 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;
 - any obstruction of any investigation or audit of a procurement process;
- b.**
- disclosure of conflict of interest;
 - disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- (c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
- exclusion of the bidder from the procurement process;
 - calling-off of pre-contract negotiations and forfeiture or encashment of bid security; forfeiture or encashment of any other security or bond relating to the procurement;
 - recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.
 - Conditional bids will be rejected without assigning any reason.

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30.0 INTERFERENCE WITH PROCUREMENT PROCESS:

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

31.0 APPEALS

- (a) Subject to "Appeal not to lie in certain cases" below, 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 guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 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:
 - a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- (b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal.
- (c) If the officer designated under (a) above fails to dispose of the appeal filed under that subsection within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- (d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:

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(e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be: -

First Appellate Authority: Member Secretary, RSPCB, Jaipur

Second Appellate Authority: Chairperson, RSPCB, Jaipur

(f) Form of Appeal:

- a. Every appeal under (a) and (c) above shall be as per Annexure-XVII along with as many copies as there are respondents in the appeal under the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013. The appeal will be settled as per the terms and condition of bid document with the provisions of Rajasthan Transparency in Public Procurement Act, 2012 and Rules their upon 2013 and amendment time to time will be applicable.
- 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 authorised representative.

(g) Fee for Appeal: Fee for filing appeal:

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

(h) Procedure for disposal of appeal:

- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall-
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- (i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

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32.0 STAY OF PROCUREMENT PROCEEDINGS:

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

33.0 VEXATIOUS APPEALS & COMPLAINTS:

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

34.0 OFFENSES BY FIRMS/ COMPANIES:

- (a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
- (b) Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- (c) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- (d) For the purpose of this section-
 - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
 - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- (e) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

35.0 DEBARMENT FROM BIDDING:

- (a) A bidder shall be debarred by the RSPCB if he has been convicted of an offence: -

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- a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
- b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of RSPCB for a period not exceeding three years commencing from the date on which he was debarred.
- (c) If RSPCB finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- (d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- (e) The RSPCB or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

36.0 MONITORING OF CONTRACT:

- (a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- (b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.
- (c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- (d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- (e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for

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acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

- (f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

37.0 GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT:

Bidders should read these conditions carefully and comply strictly while sending their bids.

37.1 DEFINITIONS:

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) "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 or execution of any part of the related services is subcontracted by the successful/ selected bidder.

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- k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- l) "The Site" where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

The bid shall be considered only for those instruments for which the rates have been specifically quoted. The Board further reserves the right to accept the Bid for all the instruments or some of the instruments for which the Bidder has quoted the Bid.

37.2 CONTRACT DOCUMENTS

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

37.3 INTERPRETATION:

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

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- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

37.4 LANGUAGE

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

37.5 ELIGIBLE GOODS AND RELATED SERVICES:

- a) For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b) All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.
- c) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

37.6 NOTICES:

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

37.7 GOVERNING LAW

The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

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38.0 SCOPE OF SUPPLY

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply and instrument /hardware/ software that is likely to be declared as End of Sale in next 6 months and End of Service/ Support for a period of 5 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware/ software. If any of the instrument /hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

39.0 DELIVERY & INSTALLATION

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
- d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

40.0 SUPPLIER'S/ SELECTED BIDDER'S RESPONSIBILITIES

The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

41.0 CONTRACT PRICE

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

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- b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

42.0 RECOVERIES FROM SUPPLIER/ SELECTED BIDDER:

- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- b) The Member Secretary, RSPCB shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RSPCB.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Member Secretary, RSPCB shall take recourse to law in force.

43.0 TAXES & DUTIES:

- a) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- b) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- c) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the State Board shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

44.0 CONFIDENTIAL INFORMATION:

- a) The State Board and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the

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Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
- i. the Purchaser or Supplier/ Selected Bidder need to share with user department or RSPCB or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

45.0 SUB-CONTRACTING:

- a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

46.0 SPECIFICATIONS AND STANDARDS

- a) All Instruments/articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings:
 - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.

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- ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
- d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

47.0 PACKING AND DOCUMENTS:

- a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

48.0 INSURANCE:

- a) The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in

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accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.

- b) The goods will be delivered at the FOR destination in perfect condition.
- c) Successful bidder shall be responsible during entire contract period to take care of any loss or injury due to accident caused by any equipment installed by the successful bidder and shall be solely responsible for paying all kinds of compensation and damages due to loss of life or property and would be responsible for any civil or criminal case arising there from.

49.0 INJURY AND DAMAGE:

- a) **Injury or death of persons:** The Supplier shall be liable for and shall indemnify the Board against any liability, loss, claim or proceedings, whatsoever arising under any statute or law in respect of personal injury or death or any disability caused by the carrying out the Works.
- b) **Damage to property:** The Supplier shall be liable for and shall indemnify the Board against and insure and cause any Manufacturers and subcontractors to insure against any expense, liability, loss claim or proceedings in respect of any damage, whatsoever to any real or personal property for any one occurrence in so far as such damage arises out of or in the course of or by reason of the carrying out of the Works and is due to any negligence, omission or default of the Supplier or any person for whom the supplier is responsible or any Manufacturers and subcontractors or person whom the Manufacturers and subcontractors are responsible.

50.0 TRANSPORTATION:

- a) The supplier/selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
- b) All goods must be sent freight paid through Railways or goods transport.

51.0 INSPECTION:

- a) The Member Secretary, RSPCB or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- b) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- c) After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the

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Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

52.0 REJECTION:

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Member Secretary, RSPCB.
- b) If, however, due to exigencies of user department work, such replacement either in whole or in part, is not considered feasible, the Member Secretary, RSPCB after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Member Secretary, RSPCB shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

53.0 DELIVERY PERIOD AND LIQUIDATED DAMAGES (LD):

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.
 - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated

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- period of completion of delivery of goods and service after which such request shall not be entertained.
- ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
 - iii. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
 - iv. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
 - v. If user department or RSPCB in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete: -

| No | Condition | LD %* |
|------|--|--------|
| a. | Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work. | 2.5 % |
| b. | Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work. | 5.0 % |
| c. | Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work. | 7.5 % |
| d. | Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work. | 10.0 % |
| i. | Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day. | |
| ii. | The maximum amount of liquidated damages shall be 10% of the contract value. | |
| iii. | *The percentage refers to the payment due for the associated works/ goods/ service. | |

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54.0 AUTHENTICITY OF EQUIPMENT:

- a) The selected bidder shall certify (as per Annexure-II) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Member Secretary, RSPCB in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Member Secretary, RSPCB, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Member Secretary, RSPCB in that behalf under this contract or otherwise.
- c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

55.0 LIMITATION OF LIABILITY:

- a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) The aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total contract value/amount/charges paid to the Supplier/ selected bidder until the time such claim was brought about, provided that this limitation shall not apply; i) to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement, and ii) any damages payable due to the Gross Negligence or Willful Misconduct of the Supplier/selected bidder. For the purpose of this clause, Gross Negligence or Willful Misconduct shall mean;

"Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not

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include any action taken in good faith for the safeguard of life or property or a mistake made in good faith.

"Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

The above provision does not limit either Parties rights provided under applicable laws of Govt. of India.

56.0 FORCE MAJEURE:

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the RSPCB in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RSPCB, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the user department or RSPCB, the user department or RSPCB may take the case with the supplier/ selected bidder on similar lines.

57.0 CHANGE ORDERS AND CONTRACT AMENDMENTS:

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an

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equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.

- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

58.0 TERMINATION:

a) TERMINATION FOR DEFAULT

- i. The tender sanctioning authority of RSPCB may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RSPCB; or
 - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If RSPCB terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) TERMINATION FOR INSOLVENCY:

RSPCB may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RSPCB.

c) TERMINATION FOR CONVENIENCE:

- i. RSPCB, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice

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- of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
 - iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

59.0 LAWS AND REGULATIONS:

The formation, validity and performance of this Contract shall be governed as to all matters by and under the laws and regulations of India and courts of Jaipur shall have exclusive jurisdiction in all matters arising under this Contract. The Supplier shall respect and abide by all laws and regulations of India and shall make its best effort to ensure that the personnel of the Supplier and their dependents, while staying in India, shall respect and abide by all laws and regulation of India. The Supplier shall protect, absolve and indemnify the Board, and their representatives from any claim, loss or damage arising from any non compliance alleged or proved, without claiming them for payment.

60.0 EFFECTIVENESS:

This Contract shall come into force and effect on the date of the Letter of Award and shall be in force until the expiry of the warranty period and all the payments have been made to the Supplier.

61.0 SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) PAYMENT TERMS AND SCHEDULE:

- a) Payment schedule - Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under:-

| S. No. | Milestone/ Phase | Deliverables | Timelines | Payable Amount |
|--------|--------------------------------------|--------------------------------|---------------------------------------|--|
| 1 | Satisfactory delivery, installation, | i. Delivery of the instrument. | T+60 days for delivery, installation, | 90% of the total payment will be released. |

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| | | | | |
|---|---|--|--|--|
| | commissioning and demonstration at specified locations of the instrument. | ii. Installation of the instrument. iii. Commissioning of the instrument. iv. Demonstration at specified locations also of the instrument. | commissioning and demonstration at specified locations also of the instrument. (T=Date of work order) | |
| 2 | Performance during warranty period of the instrument. | i. Onsite support/ service/ maintenance of the instrument. ii. Satisfactory performance report by the Authorized Person of the RSPCB. | Yearly for a period of five (5) years. | In equated installments of remaining 10% amount i.e. 3.33%, 3.33% and 3.34% per year respectively shall be released. |

Note:

- a) The **comprehensive warranty shall be valid for three years** starting from the date of successful commissioning of the instrument.
- b) Comprehensive Annual Maintenance Contract shall be valid for 5 years after warranty period.
- c) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing.
- d) Due payments shall be made promptly by the purchaser, generally within thirty (30 Days) days after submission of an invoice or request for payment by the supplier/ selected bidder/authorized partner, and the purchaser has accepted it. Payment may be delayed due to unforeseen circumstances.
- e) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- f) All remittance charges will be borne by the supplier/ selected bidder/authorized partner.
- g) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- h) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- i) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as

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mentioned in this bidding document, will be deducted from the payments for the respective milestones.

- j) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.

2) SERVICE LEVEL STANDARDS/ REQUIREMENTS/AGREEMENT:

a) SERVICE LEVEL REQUIREMENTS

- i. Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder/authorized partner, in an efficient manner to the identified users under this procurement.
- ii. The service level shall be tracked on a periodic basis and have penalty clauses on non- adherence to any of them. The Bidder shall submit reports on all the service levels to the Purchaser in accordance with the specified formats and reporting periods and provide clarification, if required. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.

| S. No. | Measurement Parameter | Service Level | Penalty |
|--------|--|--|------------------|
| 1. | Time taken for responding in the issues requiring technical support telephonically/e-mail. | Within 8 hours of lodging the complaint | No penalty |
| 2. | Time taken for responding in the issue requiring onsite servicing of the instrument. | Within 72 hours of lodging the complaint | No Penalty |
| 3. | Time taken for responding in the issues requiring technical support telephonically/e-mail. | After 8 hours of lodging the complaint | Rs. 500 per day |
| 4. | Time taken for responding in the issue requiring onsite servicing of the instrument. | After 72 hours of lodging the complaint | Rs. 1000 per day |

In case the supplier fails to rectify the defect(s) within 15 calendar days, it may be considered as breach of contract. Maximum applicable penalty shall be 10% of the agreed yearly value.

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Date:

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Rajasthan State Pollution Control Board
 Headquarter, 4-Institutional Area, Jhalana Doongari, Jaipur-302004
 E-Mail: member-secretary@rpcb.nic.in
 Phone: 0141-2711263, 2716802, RSPCB Helpline No.- 0141-2716877



ANNEXURE-I

No.: - F11(702)/RPCB/Lab/2023-24/

Date:

**CHECKLIST TO BE SUBMITTED ON THE FIRM'S LETTER HEAD DULY
SEALED AND SIGNED**

| S. No. | Particulars | Information to be filled by the Bidder | Page No. |
|--------|--|--|----------|
| 1 | Bid is to be addressed to Member Secretary, RSPCB, Jaipur | | |
| 2 | Name and full address of the firm submitting the bid | | |
| 3 | Details of the bidder | | |
| | a) Name of the Proprietor/ Partner / Director /Authorized person | | |
| | b) Postal address | | |
| | c) Mobile No. & Designation | | |
| | d) Telephone No. | | |
| | e) Fax No. | | |
| | f) E-Mail address | | |
| 4 | PAN No. | | |
| 5 | GST registration No. | | |
| 6 | Annual Turnover of the firm / company for : the last three financial years- (i) Year 2020-21 (ii) Year 2021-22 (iii) Year 2022-23 (Enclose certified documents) | Rs. Lac Rs. Lac Rs. Lac | |
| 7 | Bank details for payment a. Name of the Account b. Bank A/c No. c. Bank name d. Branch name e. IFSC Code f. Other details | | |
| 8 | Any other information vital for entering into Rate Contract | | |

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| | | | | | |
|----|---|-------------------------|------------|---------|--------|
| 9 | Copy of Rate Contracts with Govt Organizations/NABL Laboratories/reputed institutions in last three years with satisfactory work completion certificate. | | | | |
| 10 | Tender document fee Rs. 1000/- + 18% GST in form of D.D./RTGS/NEFT in favor of Member Secretary, Rajasthan State Pollution Control Board, Jaipur). | | | | |
| 11 | Tender Processing Fee Rs. 1000/- + 18% GST D.D. in favor of MD, RISL, payable at Jaipur. | | | | |
| 12 | Information regarding current litigation/ past Debarment / black listing, if any. | | | | |
| 13 | Detail of Demand Draft's | | | | |
| | Particular | Name of Bank and Branch | DD/UTR No. | DD date | Amount |
| | Processing Fees | | | | |
| | Tender Fees | | | | |
| | EMD (Category wise) | | | | |
| 14 | Documents required, placed at page: 1. Bid Security Declaration Form (duly filled) 2. Turnover Details 3. Copy of GST Certificate and Returns 4. Authorization Certificate 5. Duly Filled Integrity Pact (format attached) | | | | |

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UNDERTAKING

1. That I/we have carefully studied all the terms & conditions of the tender and all terms and conditions are agreed and acceptable to me/us.
2. That I/We shall supply the items of requisite quality at the given time and in case of failure to do so, penal action against liquidated damages may be taken against me/us.
3. That I/We undertake that sample of items will be kept ready for inspections by the RSPCB, Jaipur. I/We shall be responsible for the cancellation of tender if samples are not up to mark.
4. That I/we are not blacklisted/suspended or any service-related dispute with Govt. organization in India or abroad.
5. I know the fact that in case of non-fulfilment of any of the required information/document(s), the bid will be summarily rejected without giving any notice.
6. That I/We undertake that the rate offered by me/us are not lesser than the rate quoted to any other Govt. Organization in Rajasthan/India by me/us. I/we know that in case the RSPCB finds that the rates offered by me/us is lower than quoted to any other Govt Organization, the supply/work order may be terminated and my/our firm may be banned for participating in future tenders of RSPCB.
7. That I/We undertake that the information given in this bid are true and correct in all respect and I/We hold the responsibility for the same.
8. We agree to abide by all the conditions mentioned in NIB Number issued by Member Secretary, Rajasthan State Pollution Control Board (RSPCB), Jaipur and also the further condition of the said bid Notice given in the attached sheets (all the pages of which have been signed with seal by us in token of our acceptance of the terms mentioned there in).
9. **The bid shall remain valid for 90 days from the date of opening of technical bid.**
10. All types of taxes are included in quoted price.

Date:

Place:

Signature of bidder with seal

Signature of Bidder with Seal
Date:

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BID FORM FOR TECHENICAL BID

(Please do not write the Price)

Details showing specifications and other details of the equipment offered)

(To be filled by the bidder and must be kept marked as "Technical Bid" part of the Bid)

ANNEXURE-II

1. Respirable Dust Samplers (Brushless & Noiseless): -

| S. No. | Specification specified by the Board | | Remarks (If any) |
|--------|--------------------------------------|---|------------------|
| | Particular /Criteria | Requirement | |
| | A | B | |
| 1. | Housing | Sturdy Aluminium cabinet and consist of Blower, Filter holder assembly, time totalizer, Real time timer, flow meter, Flow controller & flow measurement device with all indicating devices. | |
| 2. | Heavy duty Blower | Brush less and totally noiseless motor capable of giving free flow up to 1.4 m ³ /minute, for at least 28 hrs continuous operation | |
| 3. | Power Supply | 230 ± 10 V; 50 Hz (Single Phase) with inbuilt stabilizer | |
| 4. | Flow Rate | 0.8 to 1.4 m ³ /minute free flow with flow stabilization by electronic flow control device | |
| 5. | Auto Shut Off Timer | 24-hour programmable digital timer to automatically shut off the system after pre-set time intervals. Flexible to set at any interval of time. | |
| 6. | Time Totalizer | 0 – 9999.99 Hrs | |
| 7. | Flow controller | Automatic Electronic Feed-back controller with pressure sensor to maintain constant flow rate and compensate for dust load deposited on filter. | |
| 8. | Flow measurement | Glass Manometer tube accurately graduated directly in m ³ /min and calibrated across orifice. | |
| 9. | Auto Shut Off | Flow controller should have provision to automatically shut off the system if flow rate drops below 0.85 m ³ /min in compliance with BIS 5182-part 23:2006. | |
| 10. | Particulate Sampling / | From 10 micron down to 0.1 micron on filter paper and coarse dust should be collected in a | |

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Rajasthan State Pollution Control Board
Headquarter, 4-Institutional Area, Jhalana Doongari, Jaipur-302004
E-Mail: member-secretary@rpcb.nic.in
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| | | | |
|-----|-----------------------------|---|--|
| | Separation | cyclonic cup as per BIS design. | |
| 11. | Filter Holder | Aluminium Casting with fine finished rubber gasket. | |
| 12. | Gaseous Sampling attachment | With thermoelectrically cooled controlled container. | |
| 13. | Impinger Tubes | 35 ml. capacity, 4 Nos. of Borosilicate glass midget impingers kept in thermoelectrically cooled facility | |
| 14. | Flow Control | Four Inlet and One outlet with built in Needle Valves for flow control of each unit & fitted with silica gel tubes. | |
| 15. | Control Valves | Fine control, Calibrated and independent control to each impingers in thermoelectrically cooled controlled container. | |
| 16. | Rotameter Flow Rate | Acrylic, maximum of 0-3 lpm (Least count 0.1 LPM) capacity with calibration certificate should be provided by manufacturer. | |
| 17. | Weight | Easily transportable/portable | |
| 18. | Area | As compact as possible | |
| 19. | Standard Accessories | Equipment to be supplied with power cord, Operational & trouble shooting Manual (Two set) Spares glass midget impingers 10 nos., Calibration Certificate for flow meter, Rotameter & orifice, Fuse- 2 + Rain covers and Toolkit | |
| 20. | Calibration Certificate | NABL Calibration certificate must be provided with each instrument. NABL Calibration of the equipment shall also be ensured during whole warranty period on yearly basis. | |
| 21. | Warranty | Comprehensive warranty of 3 years from the date of installation. | |
| 22. | Validation | Preliminary test report/validation issued by NPL to be submitted for respective make and model. | |

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ANNEXURE-III

2. PM_{2.5} Sampler: -

| S. No. | Specification specified by the Board | | Remarks (If any) |
|--------|--------------------------------------|---|------------------|
| | Particular /Criteria | Requirement | |
| | A | B | |
| 1. | Sampler | Manual Filter Based Sampler (filter diameter 47 mm) as per sampler design & performance criteria as mentioned at Section A, B, C & D in the document no EQ-11012/1/2023-AQMN-HO-CPCB-HO dated 30.01.2023 and amended on 24.04.2023 (as annexed at Annexure- I) | |
| 2. | Flow rate | 1 m ³ /hour (16.7 lpm) controlled by a suitable Flow Controller. The Flow Performance criteria should comply with BIS method 5182 (Part 24) 2019 Accuracy $\pm 2\%$ of the reading. | |
| 3. | Size Selective Inlets | Should have opposed jet impaction for PM ₁₀ cut-off and WINS Impactor/VSCC for PM _{2.5} collection on filter paper. | |
| 4. | Height of the inlet | The height of the inlet should be between 2 ± 0.2 m from the base of the sampler and the sampler should stand alone firmly at erected position | |
| 5. | Time Totalizer | Operates only during operation of the pump, display time with a resolution of one second. | |
| 6. | Vacuum pump | Suitable pump with brushless motor for providing the designed flow rate. Pulsating pump should have built-in pulse dampeners. | |
| 7. | Flow rate control | Sampler should maintain designed volumetric flow rate (16.7 LPM) at inlet incorporating dynamic volumetric corrections with respect to temperature and barometric pressure. Necessary compensation of volumetric flow rate due to compensating pressure drop across the filter should also be ensured. Ambient temperature, barometric pressure during sampling must be displayed and | |

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| | | | |
|-----|-----------------------|--|--|
| | | recorded. Flow rate should be measured at least at 30 seconds interval and averaged over 5 minutes. The flow rate shall not vary more than 5% from the specified flow of 16.7 lpm. | |
| 8. | Data Management | Memory-based recording for flowrate and total volume over five minutes should be downloadable to a computer through a suitable port and USB drive. Current/last logged data should be displayed. Logged data should have cloud connectivity and data of last sampling ten days must be available for crosschecking. Data management requirements (other) & ready reference as mentioned in the document Sections C & D of referred document. | |
| 9. | Power Supply | A stabilized power supply through suitable voltage stabilizer having display of input and output voltage should ensure an output voltage within 230 ± 10 V, AC 50 Hz. | |
| 10. | Supply of Accessories | Manufacturer's standard operation kit must include all required, fittings and accessories for the operation of sampler. Accessories to be supplied with each unit should include Leak check unit-1No., Filter cassettes-2Nos, Filter Cassette Holder- 1No., Blunt Tip Forceps-1No., Filter Carrier-30 Nos., Silicon Grease 10gm-1 box, Impaction Oil 100 ml-1 bottle. 05 Set of O-rings, pen drive 16 GB-01 No. and Cleaning Brush. | |
| 11. | Documents | Operation and maintenance manual of sampler, along with data transfer protocols used with their technical description for data management and data transfer. | |
| 12. | Certificates | NABL Calibration certificates issued by the manufacturer with references used for Flowrate, Temperature, Barometric Pressure and Time Totalizer should be supplied with each instrument. A satisfactory performance check certificate as mentioned in section B | |

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| | | | |
|-----|-------------------------|---|--|
| | | (para 2) is provided along-with all the data-sets recorded in the system for data management etc. | |
| 13. | Validation | Preliminary test report/validation issued by NPL to be submitted for respective make and model. Any changes in model or declared components of the equipment require revalidation by NPL. Submission of a preliminary test report/validation from NPL as per the set criteria of NPL is mandatory on or before 30th September 2023, | |
| 14. | Calibration Certificate | NABL Calibration certificate must be provided with each instrument. NABL Calibration of the equipment shall also be ensured during whole warranty period on yearly basis. | |
| 15. | Warranty | Comprehensive warranty of 03 years from the date of installation. | |

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ANNEXURE-IV

3. Weather Station for Meteorological Parameters: -

| S. No. | Specification specified by the Board | | Remarks (If any) |
|-----------|--------------------------------------|--|---------------------|
| | Particular /Criteria | Requirement | |
| | A | B | |
| 1. | Wind Speed | WS range 0 to 100 Km/hr. | |
| 2. | Wind Direction: | WD range 0 to 360 degrees with 01-degree resolution | |
| 3. | Temperature & RH: | WT range 0 to 50 °C with resolution of 0.1 C and 0 to 100% RH with 1% resolution | |
| 4. | Solar Radiation: | Solar Radiation Sensor | |
| 5. | Barometric Pressure: | Barometric Pressure Sensor | |
| 6. | Rainfall: | RF range 0-50 mm per hour with 0.5 mm resolution | |
| 7. | Memory Capacity | Minimum 45 days storage of all parameters in non-volatile flash memory | |
| 8. | Real Time Sync | Includes built-in battery backed Real time clock which ensures data is synchronized with real-time even after periods of prolonged power failure | |
| 9. | Software/Data Access | Windows compatible, software is provided for data download to a PC and analysis, supports communication via modems and direct cable connection to USB ports. Analysis tools for export to MS Excel, Graphs, Monthly Averages & Windrose Diagrams | |
| 10. | Power requirement | Preferably a rechargeable battery pack with minimum back up for about 15 hours. A main power based charger and an optional Solar Panel based charger. | |
| 11. | Warranty | Comprehensive warranty of 03 years from the date of installation. | |

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ANNEXURE-V

4. Analytical Balance: -

| S. No. | Specification specified by the Board | | Remarks (If any) |
|--------|--------------------------------------|---|------------------|
| | Particular /Criteria | Requirement | |
| | A | B | |
| 1. | Capacity | 220 gms (Maximum Capacity) | |
| 2. | Readability | 0.01 mg upto 60g/0.1 mg upto 220 g | |
| 3. | Tarring Facility | Entire range | |
| 4. | Repeatability | +0.05 mg | |
| 5. | Display | Digital touch screen display | |
| 6. | Calibration Adjustment | Should have internal calibration facility with an internal adjustment weight and provision for external calibration. Calibration mode-automatic time and temperature controlled in built adjustment | |
| 7. | Linearity | ± 0.01mg in full scale | |
| 8. | Printing Port | Built in RS 232 Interface/ USB port for printer/ computer | |
| 9. | Settling Time | < 5 Sec | |
| 10. | Weighing Pan | Minimum 80 mm X 80 mm Base & Pan should be made up of SS (anti corrosive) | |
| 11. | Draft Shield | Automatic Glass draft shield for hands free operation | |
| 12. | Level Control | Auto-levelling | |
| 13. | Power Supply | Should operate on 230 ± 10 volts, 50 Hz, AC | |
| 14. | Warranty | Comprehensive warranty of 03 Years from date of installation. | |
| 15. | Other Requirements | (i) To be supplied complete with dust cover, Operation & Service Manual (Two set), (ii) NABL calibration certificate must be provided with each instrument. NABL Calibration shall also be ensured during whole warranty period on yearly basis. | |

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ANNEXURE-VI

5. Laboratory Refrigerator: -

| S. No. | Specification specified by the Board | | Remarks (If any) |
|--------|--------------------------------------|--|------------------|
| | Particular /Criteria | Requirement | |
| | A | B | |
| 1. | Capacity | Approximately 300 ltr | |
| 2. | Temperature Range | 1°C to 8°C throughout the chamber | |
| 3. | Temperature Accuracy | ±0.5°C | |
| 4. | Control panel settings | Thermometer, Main switch and temp selection | |
| 5. | Temperature Control | Microprocessor based temperature controller | |
| 6. | Construction | Galvanized steel | |
| 7. | Outside finish | Epoxy coated finish | |
| 8. | Door | Double door | |
| 9. | Insulation | High grade foam material | |
| 10. | Trays | Atleast 5nos | |
| 11. | Material used for shelves | Toughened glass | |
| 12. | Refrigeration | CFC Free compressor and frost free | |
| 13. | Air Circulation | Rotary air circulation to maintain temperature uniformity | |
| 14. | Others | <ul style="list-style-type: none"> • Should have digital display of temperature • Flouroscent internal light available • Door locking system for improved security with magnetic door gasket • Refrigerator shall be hermetically sealed • Voltage stabilizer to be supplied and shall be inbuilt. • Compressor shall be low noise and vibration proof | |
| 15. | Energy | Minimum 3 star with inverter | |
| 16. | Power supply | 220-240 Volt, 50 Hz Single phase | |
| 17. | Warranty | 03 years on instrument, 10 years on compressor | |

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ANNEXURE-VII

6. Hot Air Oven: -

| S. No. | Specification specified by the Board | | Remarks (If any) |
|--------|--------------------------------------|---|------------------|
| | Particular /Criteria | Requirement | |
| | A | B | |
| 1. | Construction | Double wall stainless steel (SS 304) with inside mirror finish and outside chamber sheet steel. Double wall insulated door with heavy hinges and door lock and large glass viewing window | |
| 2. | Insulation | gap between the walls should be filled with glass wool insulation to avoid thermal loss. | |
| 3. | Internal Chamber Size | Minimum 40 X 40 X 40 cm polished SS with rounded corners for easy cleaning | |
| 4. | Temperature | Room Temp. + 10-300°C | |
| 5. | Temperature accuracy | ± 1.0°C should be maintained throughout the internal chamber and throughout the temperature range | |
| 6. | Display Resolution | 0.1°C | |
| 7. | Electrical Wiring | High quality fire retardant with contactor | |
| 8. | Control | Microprocessor based PID controller with digital display and PT-100 sensor with provision of time display. Temperature shall be maintained for desired range in the entire internal chamber for the set period. | |
| 9. | Air Circulation | An inbuilt air circulation fan with motor to maintain temperature uniformly inside the chamber. | |
| 10. | Timer | 1-9999 Minutes | |
| 11. | Rating KW | 3 KW | |
| 12. | Heater Quality | ISI marked heating element | |
| 13. | Power Requirement | 230 ±10 Volt, 50Hz AC | |
| 14. | No. of Shelves | 2 nos. adjustable (SS perforated adjustable shelves) | |

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Rajasthan State Pollution Control Board
Headquarter, 4-Institutional Area, Jhalana Doongari, Jaipur-302004
E-Mail: member-secretary@rpcb.nic.in,
Phone: 0141-2711263, 2716802, RSPCB Helpline No.- 0141-2716877



| | | | |
|-----|-------------------------|---|--|
| 15. | Safety System | Over temperature and temperature difference alarm and cut-off power supply in case the controller fails. | |
| 16. | Accessories | (2 Set) Power cord (At least five meters) and plug | |
| 17. | Calibration Certificate | NABL Calibration certificate must be provided with each instrument. NABL Calibration of the equipment shall also be ensured during whole warranty period on yearly basis. | |
| 18. | Warranty | Comprehensive warranty of 03 years from the date of installation | |



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ANNEXURE-VIII

7. Visible Spectrophotometer: -

Micro-processor based single beam grating based single detector Spectrophotometer. The unit should have built in self-diagnostics and the sampling compartment should have compatibility for round cells, square cuvettes.

| S. No. | Specification specified by the Board | | Remarks (If any) |
|--------|--------------------------------------|---|------------------|
| | Particular /Criteria | Requirement | |
| | A | B | |
| 1. | Optical System | Single beam grating based single detector | |
| 2. | Wavelength Range | 340 - 960 nm | |
| 3. | Spectral Bandwidth | 5 nm or better | |
| 4. | Wavelength Accuracy | Better than or equal to 2 nm | |
| 5. | Readability | ±1 nm | |
| 6. | Photometric Resolution | 0.1% T 0.001 Abs | |
| 7. | Measuring Mode | Abs, %T, C and K factor | |
| 8. | Measuring mode - Value | Abs 0.001 to 1.999 % T 0.00 to 100% | |
| 9. | Lamp type | Tungsten-Halogen lamp | |
| 10. | Accuracy | Better than 1% or 0.005 Abs | |
| 11. | Readout | Digital LCD or LED. Selectable for Transmittance (T), Absorbance (A), Concentration (C) with auto zero facility. | |
| 12. | Interface | RS-232 C | |
| 13. | Power Requirement | 230 + 10 Volt, 50Hz. | |
| 14. | Calibration Certificate | NABL Calibration certificate must be provided with each instrument. NABL Calibration of the equipment shall also be ensured during whole warranty period on yearly basis. | |
| 15. | Warranty | Comprehensive warranty of 03 years from the date of installation. | |
| 16. | Accessories | Two pair of Quartz Cuvette (at least 10 mm path length), 02 operating manual (English), Dust cover. | |

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ANNEXURE-IX

9. Sound Level Meter- Class-1: -

| S. No. | Specification specified by the Board | | Remarks (If any) |
|--------|--------------------------------------|---|------------------|
| | Particular /Criteria | Requirement | |
| | A | B | |
| 1. | Measurement Range | Should cover 20 - 140 dBA. | |
| 2. | Frequency Weighting | A, C and Z, Linear, Octave and 1/3rd octave | |
| 3. | Accuracy | Min. IEC 61672 -1 (2013) Class-1, ANSI S 1.4 | |
| 4. | Resolution | 0.1 dB over Full Range | |
| 5. | Display | Colour LCD or LED having contrast to be read in bright day light | |
| 6. | Error Indicator | Overload & under range indication | |
| 7. | Time Weighting | Switchable to different time intervals i.e. 1/8 Sec., 1 Sec., 10 Sec, slow, fast and Impulse | |
| 8. | Power Supply | BIS approved Rechargeable Battery suitable for minimum 8 hours logging | |
| 9. | Computer Interface | Data logging system with USB Port | |
| 10. | Calibration | Automatic calibration at level 94dB and 114dB (+/- 1 dB). Calibration of the equipment shall also be ensured during warranty. | |
| 11. | Temperature | 0°C to 55°C | |
| 12. | Location Identifying facility | In-built GPS facility to be provided in the Sound Level Meter. The location must be recorded and visible in instrument display and recorded data. | |
| 13. | Details of Software | Digital Leq. SPL, Lmax and Lmin over a programmable range. | |
| 14. | Internal clock for date & time | Internal Memory to store date and time and automatically synchronize with present date and time | |

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| | | | |
|-----|----------|--|--|
| | | whenever instrument is started | |
| 15. | Memory: | Minimum 2 GB inbuilt memory | |
| 16. | | Octave Band Filter should be provided | |
| 17. | Warranty | Comprehensive warranty of three years from date of installation. | |

Accessories Required:

| | | | |
|----|------|---|--|
| 1. | I | Calibrator (see specification) | |
| 2. | II | Microphone – 2 nos., one with equipment and one additional (see specifications) | |
| 3. | III | Tripod Stand – 1 no | |
| 4. | IV | Wind Screen (two nos.) | |
| 5. | V | Batteries as required | |
| 6. | VI | Carrying Case or Kit | |
| 7. | VIII | Operation and Maintenance annual (Two set) | |

Specifications of Accessories:

| | | | |
|----|----------------------------------|--|--|
| 1. | Calibrator | Class- 1 | |
| | Level (dB) | Two – one each at 94dB and 114 dB | |
| | Frequency | 1 kHz | |
| | Accuracy | ± 0.3 dB at 25 ⁰ C | |
| 2. | Microphone | Class 1, ½” pre-polarized | |
| | Operating Temperature: 0 to 55°C | 0 to 55°C | |
| | Range | 20-140 dB (A) | |
| 3. | Data Logger: - | Summary data & time history, Max., Minimum, Peak, Ln, (14 independent statistical Ln value) Leq, data logged Communications with data logger should be possible using a standard USB Port cable along with compatible modems in order to provide communication facilities (Radio/Telephone). Compatible software supplied with the data logger shall be able to handle all communication requirements. | |

Signature of Bidder with Seal
Date:

RSPCB
2023-24



| | | | |
|----|---|--|--|
| 4. | Further details/information required | <ul style="list-style-type: none">i. Leq in bytesii. Built in memory in bytesiii. In built data loggeriv. Details of software, in-built/spread sheetv. Whether octave provided or not, If yes; its rangevi. OEM should provide name and address of local fully equipped factory calibration facility in India.vii. OEM should provide name and address of own local service center in India & Bidder should have at least one service center in Rajasthan.viii. Bidder should provide or mention the cost of key parts of instrument as microphone, preamplifier, calibrator etc. after Letter of Intent (LOI). | |
|----|---|--|--|

Signature of Bidder with Seal
Date:

RSPCB
2023-24



ANNEXURE-X

**CERTIFICATE OF CONFORMITY/ NO DEVIATION WITH RESPECT TO BOARD'S
TECHNICAL SPECIFICATIONS**

{To be filled by the manufacturer}

Please fill the following compliance sheet with respect to specifications offered Equipments.

| S. No. | Name of Equipment | Specification of equipment (Only one make and model) | Original equipment manufacturer Details (Name, Address, E-Mail, Mobile Nos.) | Remarks |
|--------|---|---|---|---------|
| 1. | PM10 Sampler | | | |
| 2. | PM2.5 Sampler | | | |
| 3. | Weather Station for Meteorological Parameters | | | |
| 4. | Analytical Balance | | | |
| 5. | Refrigerator | | | |
| 6. | Oven | | | |
| 7. | Visible Spectrophotometer | | | |
| 8. | Sound Level Meter | | | |

I/We declare that make/model submitted by us is in conformities with specifications given in tender document. There will be no deviation of specified parameters /specifications.

Place:

Signature of Authorized Signatory

Date:

Name and Designation with Seal

Signature of Bidder with Seal

Date:

RSPCB
2023-24



Rajasthan State Pollution Control Board
 Headquarter, 4-Institutional Area, Jhalana Doongari, Jaipur-302004
 E-Mail: member-secretary@rpcb.nic.in,
 Phone: 0141-2711263, 2716802, RSPCB Helpline No.- 0141-2716877



ANNEXURE –XIA

Bid Form for Price Bid For
Details showing quantity, specification and other details of the instruments offered
(To be filled by the bidder and must be kept in “Price Bid” part of the Bid)

| S. No. | Name of Instruments | Item Make & Model | Qty. (in Units) | Unit Price in INR for Instrument (excluding GST) | Amount of GST per Unit (for instrument in INR) | Unit Price for CAMC for 05 Years in INR (excluding GST) | Amount of GST (for 05 Years) per unit for CAMC in INR | Total Amount per Unit including GST, other taxes, FOR and Installation (in INR) | Total Amount including GST, other taxes, FOR and Installation (in INR) | Total Amount in Words |
|--------|--|-------------------|-----------------|--|--|---|---|---|--|-----------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 1 | Respirable Dust Samplers (Brushless & Noiseless) | | 30 | | | | | | | |
| 2 | PM2.5 Sampler | | 54 | | | | | | | |
| 3 | Weather Station for Meteorological Parameters | | 06 | | | | | | | |
| 4 | Analytical Balance | | 06 | | | | | | | |
| 5 | Laboratory Refrigerator | | 06 | | | | | | | |
| 6 | Hot Air Oven | | 06 | | | | | | | |
| 7 | Visible Spectrophotometer | | 06 | | | | | | | |
| 8 | Noise Level Meter - Class 1 | | 20 | | | | | | | |

The Financial / Price bid to be submitted in BOQ format only on <http://eproc.rajasthan.gov.in> in xls file only.

NOTE: -

1. The cost should be quoted inclusive of all components and accessories required for equipment as mentioned in specifications.
2. Bifurcation of CAMC year wise will be submitted on separate sheet (Annexure-XIB).

Signature with date & stamp of the bidder

Signature of Bidder with Seal

Date:

RSPCB

2023-24



Rajasthan State Pollution Control Board
 Headquarter, 4-Institutional Area, Jhalana Doongari, Jaipur-302004
 E-Mail: member-secretary@rpcb.nic.in,
 Phone: 0141-2711263, 2716802, RSPCB Helpline No.- 0141-2716877



ANNEXURE XI B

PRICE SCHEDULE FOR
COMPREHENSIVE MAINTENANCE CONTRACT (C.M.C) AFTER EXPIRY OF WARRANTY
(RATES SHOULD BE QUOTED IN INDIAN RUPEES ONLY)

| Schedule | Name of the Equipment | For First year after warranty with spare parts & Labor | For Second year after warranty with spare parts & Labor | For Third year after warranty with spare parts & Labor | For Fourth year after warranty with spare parts & Labor | For Fifth year after warranty with spare parts & Labor |
|----------|---|--|---|--|---|--|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| 1. | Name of Instrument as per tender document | | | | | |
| 2 | Quantity of Instruments as per tender document | | | | | |
| 3 | CMC Price per instrument | | | | | |
| 4 | Amount of GST and other expenditures in INR. | | | | | |
| 5 | Total Amount (F.O.R. RSPCB Delivery Destination) including all charges (in figure & words) in INR only. | | | | | |
| 6 | Total Amount | | | | | |

Signature of Bidder with Seal
 Date:

RSPCB
 2023-24



Rajasthan State Pollution Control Board

Headquarter, 4-Institutional Area, Jhalana Doongari, Jaipur-302004

E-Mail: member-secretary@rpcb.nic.in

Phone: 0141-2711263, 2716802, RSPCB Helpline No.- 0141-2716877



Note: -

1. Firm should quote the rate for CMC for each equipment/items/instrument at relevant column and it should not be more than 7% per year of unit price of the quoted price.
2. Firm should upload this sheet after filling of relevant column as attachment of financial bid.
3. In case of discrepancy between unit price and total prices, THE LOWER ONE shall prevail.
4. The cost of Comprehensive Maintenance Contract (CMC) after satisfactory completion of Warranty period which includes preventive maintenance including testing & calibration as per technical/ service / operational manual, labour and spares, should be quoted along with taxes applicable on the date of tender opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
5. CMC charges will be negotiable with respect to lower charges quoted for CMC by any firm.
6. The supplier shall keep sufficient stock of spares required during Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Place:

Date:

Signature of bidder with Seal

Signature of Bidder with Seal

Date:

RSPCB
2023-24



ANNEXURE – XII

SCHEDULE OF DELIVERY

List of instrument / Equipments with code no. And delivery destination

| S. No. | Name of Instruments | Qty. | Delivery Destination |
|--------|--|------|---|
| 1 | Respirable Dust Samplers (Brushless & Noiseless) | 30 | BKR(4), BAL(4), SKR(4), PAL(4), BHL(4), KIG(4) and CLJPR(6) |
| 2 | PM2.5 Sampler | 54 | CLJPR(9), ALW(3), BHR(3), BAL(3), BWD(3), BKR(3), CTG(3), JDR(9), KOT(6), KIG(3), PAL(3), SKR(3) and UDR(3) |
| 3 | Weather Station for Meteorological Parameters | 06 | BKR(1), BAL(1), SKR(1), PAL(1), BHL(1), and KIG(1) |
| 4 | Analytical Balance | 06 | BKR(1), BAL(1), SKR(1), PAL(1), BHL(1), and KIG(1) |
| 5 | Laboratory Refrigerator | 06 | BKR(1), BAL(1), SKR(1), PAL(1), BHL(1), and KIG(1) |
| 6 | Hot Air Oven | 06 | BKR(1), BAL(1), SKR(1), PAL(1), BHL(1), and KIG(1) |
| 7 | Visible Spectrophotometer | 06 | BKR(1), BAL(1), SKR(1), PAL(1), BHL(1), and KIG(1) |
| 9 | Noise Level Meter - Class 1 | 20 | CLJPR (20) |

Note: The name of destination location as Laboratory Code is mentioned at Annexure - XIII.

Signature of Bidder with Seal
Date:

RSPCB
2023-24



ANNEXURE – XIII

LIST OF LABORATORIES OF RSPCB WITH CODE NOS. LOCATED IN
RAJASTHAN

| S. No. | Name of Laboratory | Laboratory Code | Location |
|--------|---|-----------------|--|
| 1. | Central Laboratory, Head Office, Jaipur | CL JPR | 4, Paryavaran Marg, Institutional Area, Jhalana Doongari, Jaipur. |
| 2. | Regional Laboratory, Alwar | ALW | D- Block, Ambedkar Nagar, Alwar |
| 3. | Regional Laboratory, Balotra | BAL | Jasol Fanta, In front of JdVVNL Office, Balotara, Distt. – Barmer |
| 4. | Regional Laboratory, Bharatpur | BHR | 225, Swarna Jayanti Nagar, Bharatpur. |
| 5. | Regional Laboratory, Bhilwara | BHL | 18, Ajad Nagar, Pannadhy Circle, Bhilwara |
| 6. | Regional Laboratory, Bhiwadi | BWD | G-1, Phase II, Phool Bagh Chouk, RIICO Industrial Area, Bhiwadi, Dist.-Alwar |
| 7. | Regional Laboratory, Bikaner | BKR | SPL- 33, Phase-II Bichhwal Ind. Area, Bikaner |
| 8. | Regional Laboratory, Chittorgarh | CTG | Near FCI Godown, Chanderiya, Chittorgarh. |
| 9. | Regional Laboratory, Jaipur (N) | JPR-N | Opp. Road no-5, VKI, Sikar Road, Jaipur |
| 10. | Regional Laboratory, Jaipur (S) | JPR-S | 4, Paryavaran Marg, Institutional Area, Jhalana Doongari, Jaipur. |
| 11. | Regional Laboratory, Jodhpur | JDR | SPL-II, Phase – I, Marudhar, Ind. Area, Basni, Jodhpur |
| 12. | Regional Laboratory, Kishangarh (Ajmer) | KIG | Sp-2, Phase-5, RIICO Industrial Area, Madanganj, Kishangarh, Dist.-Ajmer. |
| 13. | Regional Laboratory, Kota | KOT | SPL-2A, Paryavaran Marg, Road No. 6, IPIA, Kota |
| 14. | Regional Laboratory, Pali | PAL | SA-6, Mandia Road, Pali |
| 15. | Regional Laboratory, Sikar | SKR | Housing Board Colony, Shiv Singh Pura, Nawalgarh Road, Sikar. |
| 16. | Regional Laboratory, Udaipur | UDR | F-470, MIA, Udaipur |

Signature of Bidder with Seal
 Date:

RSPCB
2023-24



ANNEXURE – XIV

UNDERTAKING

(To be submitted by bidder on 500/- Non-Judicial Stamp Paper)

BID NOTICE No. No.: - F11(702)/RPCB/Lab/2023-24/

Date: -

**THE MEMBER SECRETARY,
RAJASTHAN STATE POLLUTION CONTROL BOARD,
4, INSTITUTIONAL AREA, JHALANA DOONGARI,
JAIPUR RAJASTHAN (INDIA)-302004**

I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the general terms & conditions of the bidding document without any deviations and assumptions.

I/We have examined the conditions of Bid Document and specifications of the instruments/equipment's, the receipt of which is hereby acknowledged. We, the undersigned, offer to supply, deliver and install the (Name of equipment / instrument with Code no.):
.....,

The above supply, installation shall be in conformity with the specifications and conditions of bid.

I/We undertake, if our bid is accepted to deliver the instruments quoted by us, we shall deliver and install within the period indicated in the bid document.

I/We agree to abide by this bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before expiry of that period.

I/We are submitting a Demand Draft (Payable at Jaipur) for Rs..... in favor of "Member Secretary Rajasthan State Pollution Control Board", Jaipur towards the Bid Security.

This Bid, together with your written acceptance thereof in your notification of award shall constitute a bidding contract between us.

Signature of Bidder with Seal
Date:

RSPCB
2023-24



Rajasthan State Pollution Control Board
Headquarter, 4-Institutional Area, Jhalana Doongari, Jaipur-302004
E-Mail: member-secretary@rpcb.nic.in
Phone: 0141-2711263, 2716802, RSPCB Helpline No.- 0141-2716877



I/ We declare that I am/we are bonafide/ Manufacturers/Authorized Service and Support Provider in the goods/stores/equipment/software for which I/ We have quoted.

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.

Date:

Place:

Signature of Authorized Signatory,

Name with Stamp & full Address.



Signature of Bidder with Seal

Date:

RSPCB
2023-24



ANNEXURE -XV

SELF-DECLARATION

(Undertaking by Bidder on Rs. 500/- Non judicial Stamp paper)

To,
 The Member Secretary,
 Rajasthan State Pollution Control Board,
 4, Institutional Area, Paryavaran Marg, Jhalana Doongari,
 Jaipur-302004 (Rajasthan) (India).

In response to the Notice of inviting bid notice- No. **No.: - F11(702)/RPCB/Lab/2023-24/**

Date: - {Supply of Instrument /Equipments for Central and Regional Laboratories of Rajasthan State Pollution Control Board}, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, -

- possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- Does not have any previous transgressions with any entity in India or any other country during the last three years.
- Does not have any debarment by any other procuring entity.
- is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- Does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- Will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR,

Signature of Bidder with Seal
 Date:

RSPCB
2023-24



Rajasthan State Pollution Control Board
Headquarter, 4-Institutional Area, Jhalana Doongari, Jaipur-302004
E-Mail: member-secretary@rpcb.nic.in,
Phone: 0141-2711263, 2716802, RSPCB Helpline No.- 0141-2716877



my/ our Bid Security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



Signature of Bidder with Seal

Date:

RSPCB
2023-24



ANNEXURE -XVI

BIDDER'S AUTHORIZATION CERTIFICATE

(To be filled by the Manufacturer on Letter Head)

To,
The Member Secretary,
Rajasthan State Pollution Control Board,
4, Institutional Area, Paryavaran Marg, Jhalana Doongari,
Jaipur-302004 (Rajasthan) (India).

Subject: Issue of the Manufacturer's Authorization Form (MAF)

Reference: BID NOTICE No. No.: - F11(702)/RPCB/Lab/2023-24/

Date: -

Sir,

We {name and address of the original equipment manufacturer } who are established and reputed original equipment manufacturers (original equipment manufacturer) having factories at {addresses of manufacturing location} do hereby authorize {M/s _____} who is our {Distributor/ Channel Partner/ Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned reference for the equipment manufactured by us: -
{original equipment manufacturer will mention the details of proposed product with their make/ model.}

We undertake to provide original equipment manufacturer Warranty for the offered equipment, as mentioned above, for 3 Years.

We hereby confirm that the offered equipment is not likely to be declared as End-of-Service/ Support within next 10 years from the date of Commissioning of equipment.

We hereby confirm that we have direct back-to-back service support agreement with the bidder since last 3 years. As per terms & conditions of bid we will be responsible for providing service/ repairing facility for the equipment quoted in bid even if the dealer is changed.

Signature of Bidder with Seal

Date:

RSPCB

2023-24



Rajasthan State Pollution Control Board
Headquarter, 4-Institutional Area, Jhalana Doongari, Jaipur-302004
E-Mail: member-secretary@rpcb.nic.in
Phone: 0141-2711263, 2716802, RSPCB Helpline No.- 0141-2716877



He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____



Signature of Bidder with Seal
Date:

RSPCB
2023-24



ANNEXURE - XVII

UNDERTAKING

(To be given by Principal Manufacturer on Rs. 500/- Non-Judicial Stamp Paper)

I.....(Name),
..... (Designation), for and on behalf of M/s
.....(name and address of the firm), hereby,
solemnly affirm to give undertaking To, **Member Secretary, Rajasthan State Pollution Control Board, 4, Institutional Area, Paryavaran Marg Jhalana Doongari Jaipur - 302004, Rajasthan, INDIA**, that I (we) will, during warranty and after the expiry of warranty period, if required, be responsible for Annual Maintenance of the supplied item/equipment throughout its life span on CMC charges as mentioned in Price Bid and in any case, will not demand CMC charges at the higher than what we would be charging to our customers whether Govt./Semi-govt. or Private Institutions/Organizations. We also give an undertaking that we will arrange for all spare parts of the quoted model during the period of its annual maintenance and the rate of such spare parts shall not be higher than our published price list.

We hereby undertake that the quoted equipment is of latest model and meet the specifications mentioned in the bid components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our BID SECURITY / SD/ PSD for this bid or debar/ black list us or take suitable action against us.

We understood that you are not bound to accept the lowest or any bid you may receive.

Signature of Bidder with Seal
Date:

RSPCB
2023-24



Rajasthan State Pollution Control Board
Headquarter, 4-Institutional Area, Jhalana Doongari, Jaipur-302004
E-Mail: member-secretary@rpcb.nic.in,
Phone: 0141-2711263, 2716802, RSPCB Helpline No.- 0141-2716877



We or our authorized dealer shall provide the spares/service/replace of equipment under Warranty / Guarantee and also during CMC after expiry of Warranty / Guarantee. If authorized dealer is not available or authorized dealer is changed, we (Manufacturer) will be responsible for service / repair/replace of the equipment supplied by us.

The above undertaking is being submitted in compliance of Bid for
..... (Name of Instrument/Equipment)

Signature of Authorized Signatory

Place:

Designation

Date:

Seal



Signature of Bidder with Seal
Date:

RSPCB
2023-24



ANNEXURE - XVIII

Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act, if any, of the country of the issuing Bank)

Bank Guarantee No. _____

Date: _____

Ref. No. _____

To,
Member Secretary,
Rajasthan State Pollution Control Board,
4, Institutional Area, Paryavaran Marg Jhalana Doongari
Jaipur - 302004, Rajasthan
INDIA

Sir/Madam,

THIS AGREEMENT is made on the _____ days of _____ 2024 between [name of the bank] of _____ [address of the bank] (hereinafter called "the Guarantor") of the one part and Rajasthan State Pollution Control Board, with Office at 4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur - 302004, Rajasthan, INDIA, (hereinafter called "the Board") of the other part.

WHEREAS

1. This agreement is supplemental to a contract number _____ [insert Contract Number] (hereinafter called "the Contract") made between _____ [name of Contractor] of _____ [address of Contractor] (hereinafter called "the Contractor") of the one part and the Board of the other part whereby the Contractor agreed and undertook to execute the works of Supply (Name of Equipment) for RSPCB at (Name of Place) against the Contract for the sum of _____ [amount in Contract Currency] being the Contract Price; and
2. The Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing.

NOW, THEREFORE, the Guarantor hereby agrees with the Board as follows:

- a) If the Contractor (unless relieved from the performance by any clause of the Contract or by statute or by the decision of a tribunal of competent jurisdiction) shall in any respect fail to execute the contract or commit any breach of his obligations there under then the Guarantor will indemnify and pay the Board the aggregate sum of _____ [amount of Guarantee shall be 10% (Ten Percent) of the said value of the Contract,

Signature of Bidder with Seal
Date:

RSPCB
2023-24



_____ [in words], such sum being payable in the types and amount of currencies in which the Contract Price is payable provided that the Board or his Authorized Representative has notified the Guarantor to that effect and has made a claim against the Guarantor before the expiry of guarantee period (Thirty six months).

- b) The guarantor shall not be discharged or released from his guarantee by an arrangement between the Contractor and the Board, with or without the consent of the Guarantor, or by any alteration in the obligations undertaken by the Contractor, or by any forbearance on the part of the Contractor, whether as to payment, time, performance, or otherwise, any notice to the Guarantor of any such arrangement, alteration, or forbearance is hereby expressly waived.

This guarantee shall be valid until sixty days (60 days) from the date of expiry of warranty period of the equipment supplied as specified in the Contract.

Given under our hand on the date first mentioned above.

SIGNED BY _____
For and on behalf of the Guarantor
(Seal of Guarantor)

In the presence of

(Witness)



Signature of Bidder with Seal
Date:

RSPCB
2023-24



ANNEXURE – XIX

Form to Contract Agreement on Rs. 1000/- Non-Judicial Stamp Paper

For Supply of

(Name of Equipment/ Instrument with Quantity)

AGREEMENT

An Agreement made this _____ Day of _____ 2024 between M/s _____

(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 Rajasthan State Pollution Control Board, Jaipur (hereinafter called purchaser which expression shall where the context so admits, be deemed to include his successors in office and assigns) of other part.

1. Whereas the approved supplier has agreed with the Rajasthan State Pollution Control Board, Jaipur to supply to the Board at its Central laboratory at Head Office as well as Regional laboratories throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended here with and the rates set forth in the purchase order.
2. And whereas the approved supplier has deposited a sum of Rs _____/- in words Rs. _____ . Bank guarantee/ Cash / Bank Draft /Banker Cheque No _____ dated _____ Name of Bank.....
3. Now these Presents Witness-
 - I. In consideration of the payment to be made by the RSPCB (the purchaser) through cheque at the rates set forth in the schedule hereto appended the approved supplier, will duly supply the said articles set forth and thereof in the manner set forth in the conditions of the bid and contract.
 - II. The conditions of the bid and contract for open bid enclosed to the Bid notice no. **No.: - F11(702)/RPCB/Lab/2023-24/.....** **Date:** 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. Letter No. _____ dated _____ received from bidder and letter No. _____ dated _____ issued by the RSPCB and appended to this agreement shall also form part of this agreement.
 - IV. (a) The RSPCB 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 RSPCB 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.

Signature of Bidder with Seal
Date:

RSPCB
2023-24



- (b) The Mode of payment will be as per bid document.
- V. The delivery shall be affected and completed within the period specified in the supply order.
- VI (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 bidder has failed to supply: -
- (a) Delay up to one fourth 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 one fourth but not exceeding three fourth of the prescribed delivery period-7.5%.
 - (d) Delay exceeding three fourth of the prescribed delivery period -10%

Note: -

- (i) Fraction of a day in reckoning period of delay in supply 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 to the 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 bidder.
4. Approved rates are valid for the period of one year from the date of execution of first agreement, which may be extended for another one year with mutual consent.
5. The approved supplier hereby agree to provide the service / repairing of the(Name of equipment with quantity) during warranty period by his authorized dealer or by his office.
6. The approved supplier will provide the service /repairing of the (Name of equipment with quantity) through AMC after expiry of warranty period by his authorized dealer or by himself on mutually agreed rates for five years after expiry of warranty.
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Chairperson RSPCB and the decision of the same shall be final.

In witness where of the parties hereto have set their hands on the _____ Day of _____
_____ 2024.

Signature of Bidder with Seal
Date:

RSPCB
2023-24



Signature For and on behalf of
Supplier.

Signature for and on of the
behalf of RSPCB Jaipur

Date:

Place:

Date:

Place:

1. Witness

(Signature)

Name, Designation & Address

1. Witness

(Signature)

Name, Designation & Address



Signature of Bidder with Seal

Date:

RSPCB
2023-24



Rajasthan State Pollution Control Board
Headquarter, 4-Institutional Area, Jhalana Doongari, Jaipur-302004
E-Mail: member-secretary@rpcb.nic.in,
Phone: 0141-2711263, 2716802, RSPCB Helpline No.- 0141-2716877



ANNEXURE - XX

NO LESSER PRICE CERTIFICATE

I.....(Name),
..... (Designation), for and on behalf
of M/s(name and address
of the firm), hereby, certify that the firm mentioned above will not charge or quote lesser price
than the price submitted in Annexure – III for instrument....., if any, 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.

Place:
Date:

Signature of Authorized Signatory
Designation
Seal



Signature of Bidder with Seal
Date:

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ANNEXURE -XXI

FINANCIAL BID COVER LETTER & FORMAT

COVER LETTER

(To be filled by the Bidder on Letter Head)

To,
 The Member Secretary,
 Rajasthan State Pollution Control Board,
 4, Institutional Area, Paryavaran Marg, Jhalana Doongari,
 Jaipur-302004 (Rajasthan) (India).

Subject: - For supply of Laboratories Equipment/
 Instrument.....

Reference: Notice of inviting bid No. No.: - F11(702)/RPCB/Lab/2023-24/ **Date:**
 - Supply of Instrument /Equipments for Central and Regional Laboratories of
 Rajasthan State Pollution Control Board}

Sir,

We, the undersigned bidder, having read & examined in detail, the bidding document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work in conformity with the said bidding document.

- I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).
- I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.
- I / We agree to abide by this bid for a period of 180 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
- I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
- I/ We understand that you are not bound to accept the lowest or any bid you may receive.
- We agree to all the general terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Place:

Date:

Signature of Authorized Signatory
 Name and Designation
 Seal

Signature of Bidder with Seal

Date:

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ANNEXURE -XXII

[See rule 83]

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

Appeal Noof.....

Before the..... (First / Second Appellate Authority)

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

Place.....

Date.....

Appellant's Signature

Signature of Bidder with Seal
Date:

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

Any person participating in a procurement process shall-

- A. Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- B. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- C. Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- D. Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- E. Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- F. Not obstruct any investigation or audit of a procurement process;
- G. Disclose conflict of interest, if any; and
- H. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

CONFLICT OF INTEREST: -

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in conflict of Interest with one or more parties in a bidding process if, including but not limited to: -

- A. Have controlling partners / shareholders in common; or
- B. Receive or have received any direct or indirect subsidy from any of them; or
- C. Have the same legal representative for purposes of the Bid; or
- D. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to influence the decisions of the Procuring Entity regarding the bidding process; or
- E. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

Signature of Bidder with Seal

Date:

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- F. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- G. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to..... for procurement of Instrument /Equipments for Central and Regional Laboratories of Rajasthan State Pollution Control Board in response to their Notice Inviting No. **No.: - F11(702)/RPCB/Lab/2023-24/**

Date: - I / we hereby declare under Section 7 of Rajasthan Transparency in public procurement Act, 2012, that: -

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

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

Signature of Bidder with Seal

Date:

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Annexure C: Grievance Redressal during procurement process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued 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 grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings; provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

Signature of Bidder with Seal

Date:

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- b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

Signature of Bidder with Seal
Date:

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Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

Signature of Bidder with Seal

Date:

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Rajasthan State Pollution Control Board
Headquarter, 4-Institutional Area, Jhalana Doongari, Jaipur-302004
E-Mail: member-secretary@rpcb.nic.in
Phone: 0141-2711263, 2716802, RSPCB Helpline No.- 0141-2716877



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

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

Signature & Seal of Bidder



Signature of Bidder with Seal
Date:

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