



**Amity University Rajasthan**  
**NH 11 C Kant Kalwar**  
**Jaipur PIN 300202**  
**Office of Registrar**  
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**Website:** <http://www.amity.edu/jaipur/>

**Amity University Rajasthan GSTIN: 08AAATR7314QIZY**

## **TenderDocument**

**Dated: 18<sup>th</sup> June, 2019**

### **Name of the items:**

Sr. No.	Item	Estimated Cost (INR)	EMD@5% (INR)
1.	Real Time Thermal Cycler	15,00,000	75,000
2.	Plant Growth Chamber	10,00,000	50,000

**File No. AUR/AIB/DST-FIST/02**

## Tender Enquiry

Subject: Tender for supply of “**Scientific Equipments**” at Amity University Rajasthan, Jaipur, Rajasthan-303002

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### 1. TERMS AND CONDITIONS OF TENDER

1. The bidders must submit bids electronically (“**Technical Bid**” and “**Financial Bid**” separately) on or before **27.06.2019 up to 5.00 P.M. (IST)** on **Central Public Procurement (CPP) portal**. The details of this tender document may be obtained from the university website : <http://www.amity.edu/jaipur/>.

2. The technical bid shall open on **28.06.2019 at 10:30 A.M. (IST)** and financial bid shall open **01.07.2019 at 10.30 A.M. (IST)**.

**Note:** GST:- GST No.HSN Code clearly mention in your quotation. GST Notification No.45/2017 dated 14.11.2017 is applicable on Amity University Rajasthan Jaipur, as this purchase is funded by Government of India. Amity University Rajasthan Jaipur has valid SIRO certificate which is for the purpose of availing customs duty exemption in terms of Government notifications No. 51/96-customs dated 23.07.1996, No. 24/2007-customs dated 01.03.2007, No. 43/2017-customs dated 30.06.2017, No. 45/2017-central tax (Rate) and 47/2017-integrated tax (Rate) dated 14.11.2017, No. 9.2018-central tax (Rate), No. 09/2018-union territory tax (Rate) and No. 10/2018-integrated tax (Rate) dated 25.01.2018, and state tax (rate) as applicable and all notifications, as amended from time to time. Kindly charge GST accordingly.

3. All bids must be submitted electronically at the date and time indicated above

4. Bids will be opened in the presence of Bidders' authorized representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser’s office, the due date for submission of bids and opening of bids will be the following working day at the appointed

time.

5. Interested Bidders may obtain further information from the office of the Registrar, Amity University Rajasthan NH 11 C Kant Kalwar, Jaipur-300202, India.
6. The Registrar, Amity University Rajasthan NH 11 C Kant Kalwar, Jaipur-300202, India reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons there for.
7. Prices should be quoted on FOR the Registrar, Amity University Rajasthan NH 11 C Kant Kalwar, Jaipur-300202, India.
8. **Discount:** Institutional Discount, if any allowed should be mentioned specifically.
9. **Taxes and Levies:** Should be mentioned in the offer in clear and explicit manner.
10. **Delivery:** Within the lead time is the essence of the order and is to be specifically mentioned in the order.
11. **Payment:** Our standard mode of payment is “Payment after Delivery, Inspection and satisfactory and acceptance of material and completion of work”.
12. **Validity of rates:** A Certificate of rates is also to be attached by the supplier with the quotation that the rate quoted to the Registrar, Amity University Rajasthan NH 11 C Kant Kalwar, Jaipur-300202, India is not higher than the rate quoted to any other University/Laboratory/Institute or Govt. Organization.
13. **Warranty/Guarantee:** Quotation should specifically mention the warranty period clause.
14. Please quote whether your organization is large scale industry or small scale industry. If you have NSIC/MSME/MSI/DGS&D Certificate, please attach it to the tender. Mention your registration detail.
15. In the event of furnishing false/incorrect/incomplete/forged information/documents by the bidder, the EMD in respect of such bidder shall be forfeited. Further during the performance of the contract, if it is detected that the contract has been obtained by furnishing the false/incorrect/incomplete information in the tender, the agreement is liable to be terminated and performance security and other payments due to the contractor shall be forfeited without prejudice to the contractor liable to be blacklisted accordingly and is liable to be banned from doing business with the Amity University Rajasthan, Jaipur.
16. **The EMD of successful bidder will be retained as security till submission of Performance Bank Guarantee (PBG). The selected vendors will have to pay a performance bank guarantee for an amount equal to 05% of the total amount of the equipment for the duration of warranty period.**
17. The EMD of the unsuccessful bidder(s) will be refunded after finalization of tender without any interest.
18. The EMD may be forfeited if a bidder withdraws his bid during period of validity specified by bidder in bid form or, in case of successful bidder, if the bidder fails to complete the contract.
19. The printed technical literature and catalogue giving full technical details should be included with the technical bid along with a compliance statement verifying the specifications quoted

in the tender.

20. The bidder shall have a minimum of 3 years' experience in this trade.(Documentary evidence shall be submitted for the same)
21. Successful bidder is to submit an **Appendix VI** certifying that the quality of Scientific Equipment quoted is as per specifications and is liable to pay penalty/damages, in case of any defect. **Amity University Rajasthan, Jaipur** may impose penalty as deemed fit and have the right to make recovery from PBG/EMD or bills due.
22. **The Bid opening will be carried out in stepwise manner. In the first step technical committee will verify all the documents uploaded on CPP Portal and cross check the specifications as mentioned in the specification section of this tender document. Then, in the next step the Price Bids (financial bid) of only the technically eligible firm shall be opened by the Competent Committee of Amity University Rajasthan, Jaipur.**
23. **No advance payment will be made.** TDS applicable for professional services will be deducted.

**Note:** In case the parties want to quote as India agents of foreign suppliers, the following terms may be specified in clear terms in their offers. 1. FOB/CIF Price. 2. Country of origin, 3. Shipping details, 4. Agency commission, if any.

24. In Case of any dispute, the courts in Jaipur (Rajasthan) only shall have the jurisdiction.

25. Instructions to Bidders:

- I. This Invitation for Bids is open to all suppliers. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids. Bidders should not involve in Fraud and Corrupt practices
- II. BID Price: Bidder must indicate price in explicit manner including all taxes if any.
- III. Bid Currencies: Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries.
- IV. Submission and sealing of Bids: The bidders may submit their duly sealed bids through electronic mode and hard copy of same may be submitted to the Registrar, Amity University Rajasthan NH 11 C Kant Kalwar, Jaipur-300202, India.
- V. Opening and Evaluation of Bids: All bids are to be opened and evaluated electronically through e procurement portal of Central Public Procurement (CPP).
- VI. Confidentiality: Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award. Any effort by a Bidder to influence the purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

- VII. Confidentiality: Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
- VIII. Clarification of Bids: To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.
- IX. Non-Conformity, Error and Omission: Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid that do not constitute a material deviation. Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, **the unit price shall prevail** and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total 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 (a) and (b) above.
- Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.
- X. The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with Instruction to bidders Clause.
- XI. Contacting the Purchaser: Subject to Instruction to bidders no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time

the Contract is awarded. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

**XII. Bidders must submit duly signed documents mentioned in appendices (Appendix I to Appendix VI).**

**2. AWARD OF CONTRACT**

- i. **Negotiations:** There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.
- ii. **Award Criteria**
- iii. Subject to Instruction to bidders, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the website of the Purchaser.
- iv. **Purchaser's right to vary Quantities at Time of Award:** The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 30% within the delivery period.
- v. **Purchaser's right to accept Any Bid and to reject any or All Bids :**The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.
- vi. **Signing of Contract:** Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/PO. Within twenty-one (21) days of date of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

**3. GENERAL CONDITIONS OF CONTRACT**

- i. **Definitions:** The following words and expressions shall have the meaning hereby assigned to them
  - a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, 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 Contract Agreement, including any amendments thereto.

- c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means calendar day.
- e) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) "GCC" means the General Conditions of Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- i) "SCC" means the Special Conditions of Contract.
- j) "The final destination," where applicable, means the place named in the SCC.

**ii. Fraud and Corruption:** The purchaser requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the terms set forth below are defined as follows:

- a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- c) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, noncompetitive levels; and
- d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question. As per CVO (Registrar) guidelines, bidders, suppliers, contractors, consultants, if any, observe highest standard of Integrity and must take E-pledge on the website of CVO.

**iii. Joint Venture, Consortium or Association:** If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the

prior consent of the Purchaser.

- iv. **Suppliers' Responsibilities:** The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.
- v. **Contract price:** Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- vi. **Standards:** The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.
- vii. **Patent Indemnity:**
  - a. The Supplier shall, subject to the Purchaser's compliance with GCC indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
    - 1. The installation of the Goods by the Supplier or the use of the Goods in India; and
    - 2. The sale in any country of the products produced by the Goods.
  - b. If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

**viii. Packing**

The Supplier 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

**ix. Delivery and Documents**

- a. Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

- b. The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.
- c. The mode of transportation shall be as specified in SCC.

**x. Insurance:**

- a. Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC. Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage. Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser.
- b. With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

**xi Transportation:**

- a. Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.
- b. Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- c. In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

**xii. Warranty**

- a. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- b. The Supplier further warrants that the Goods shall be free from defects arising from any act or

omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

- c. Unless otherwise specified in the SCC, the warranty shall remain valid for sixty two (62) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- d. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- e. Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- f. If having been notified, the Supplier fails to remedy the defect within to reasonable period of time, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- g. Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser. (DDP Incoterms, 2000) Amity University Rajasthan, Jaipur (India).

**xiii. Terms of Payment**

- a. The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.
- b. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfillment of other obligations stipulated in the contract.
- c. Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier.
- d. Payment shall be made in currency as indicated in the contract.

**xiv. Change Orders and Contract Amendments**

The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipping or packing
- (c) The place of delivery ;and/or
  - a. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall

accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

- b. No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

**xv. Extension of time**

- a. Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- b. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- c. Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

**xvi. Penalty clause**

- a. Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

**xvii. Termination for Default**

- 1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part
  - (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
  - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
  - (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

2. In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:
  - (a) The Performance Security is to be forfeited;
  - (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
  - (c) However, the supplier shall continue to perform the contract to the extent not terminated.

**xviii. Force Majeure**

- a. Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its 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 that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier.  
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 shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d. If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

**xix. Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

**xx. Termination for Convenience**

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of 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 an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

**xxi. Settlement of Disputes**

- a. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- b. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- c. The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
  - (a) In case of dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the President, Amity University Rajasthan, Jaipur and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
  - (b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
  - (c) The venue of the arbitration shall be the place from where the purchase order or contract is issued.

xxii. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

xxiii. **Notices :** Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**xxiv. Risk Purchase Clause**

If the supplier fails to deliver the goods within the maximum delivery period specified in the Purchase Order, Registrar, Amity University Rajasthan, Jaipur may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered

and the Supplier shall be liable to Registrar, Amity University Rajasthan, Jaipur for any excess costs incurred for such similar goods or services.

#### **4. SPECIAL CONDITIONS OF CONTRACT**

*The following Special Conditions of Contract (SCC) shall act as a general guideline and shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.*

GCC 2.1.1(i)	The Purchaser is: The Registrar, Amity University Rajasthan, NH 11 C Kant Kalwar Jaipur PIN 300202 India
GCC 2.1.1(m)	The Final Destination is: Amity University Rajasthan, NH 11 C Kant Kalwar, Jaipur PIN 300202
GCC 2.16.3	In case of supplies from within India, the mode of transportation shall be by Air/Rail/Road. In case of supplies from abroad, the mode of transportation shall be by Air/ocean.
GCC 2.17.1	The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within “warehouse to warehouse (final destination)” on “all risk basis” including strikes, riots and civil commotion.
GCC 2.21.3	The period of validity of the Warranty shall be: three years from the date of acceptance.
GCC2.22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in currency of the Contract in the following manner: (a) On Shipment: ___( ) percent of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.16. (b) On Acceptance: ___( ) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and successful installation & commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security, if any.

GCC 2.22.1	<p>The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value. Payment for Goods and Services supplied from India: The payment shall be made in Indian Rupees, as follows: (a) After shipment : _____ ( ) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 16.1 (b) On Acceptance: The remaining _ ( ) percent of the Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate issued by the Purchaser subject to submission of performance security, if any.</p> <p><b>Note: All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable. All payments for Indigenous Supplier (INR) will be then RTGS E-payment gateway of SBI. Vendors are advised to submit particulars of/ Bank Account No./ IFSC Code etc in their Invoice.</b></p>
GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning.
GCC 2.27.1	The maximum amount of penalty shall be 10%. The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.
GCC 2.34.1	The place of jurisdiction is Jaipur (Rajasthan), India.
GCC 2.35.1	For notices, the Purchaser's address is Attention: The Registrar, Amity University Rajasthan, NH 11 C Kant Kalwar, Jaipur PIN 300202 Telephone: 01426 – 405678 (Ext - 3360). Electronic mail address : <a href="mailto:registraraur@jpr.amity.edu">registraraur@jpr.amity.edu</a>
GCC 2.40.3	The integrity pact is not to be signed. However, efforts must be made to realize the objectives & spirits thereof.

**Appendix I**  
**BIDDER PROFILE (ELIGIBILITY CRITERIA)**

The following details/documents/certificates issued by the concerned Authorities in respect of the bidder are required to be submitted:

S.No	DESCRIPTION	DOCUMENTS TO BE UPLOADED(SCANNED COPIES)
1.	Name and Address of the bidder/tenderer along with Telephone No./Mobile No:	
2.	Registration certificate/legal status from Govt. of India/State Govt. for relevant field. Copy of relevant certificates shall be attached.	
3.	Director/Proprietors of the firm shall also be enclosed with proof of ownership	
4.	Copy of GST Registration, PAN card, TIN No./VAT No.	
5.	Copies of ITR for last three preceding years (FY2015-16, 2016-17 and 2017-18)	
6.	Proof of the firm towards its existence for last three years or more in the trade in Central/State Govt. /Autonomous bodies. Copies of purchase order shall be included as a proof.	
7.	Proof of whether your organization is large scale industry or small scale industry. If you have NSIC/MSME/MSI/DGS&D Certificate, please attach it to the tender. Mention your registration detail	
8.	National Electronic Fund Transfer (NEFT) Form as per Appendix V (for the purpose of payment in Indian Rupee)	
9.	Full technical details should be included with the technical bid	

**Note:** The documents to be uploaded should be legible, covered with index and have proper page no. In case the uploaded documents are not readable, the tender cannot be examined and the Technical Bids can be rejected, thereby rejecting the tender of that applicant.

Name of the Firm & Seal

**Appendix II**  
**DECLARATION**

(To be given on Company Letter Head)

1. I,----- Son/ Daughter / Wife of Shri ----- Proprietor / Director /authorized signatory of the firm, mentioned above, am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We, am/ are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. We agree to all the terms and conditions mentioned in the tender documents. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.
5. We confirm that there is no case pending with the police or any other investigating agency (i.e.) against the proprietor/firm/partner or the company.
6. We confirm that no near relative of ours is an employee in the Amity University Rajasthan, Jaipur who is connected with the award and execution of the contract.
7. We confirm that we are competent to contract and we do not stand deregistered/banned/blacklisted by any Govt. Department/Autonomous/Semi Govt. in the past.
8. We do not have any pending litigation with any Government Department on account of our services.
9. We confirm that we fully agree with the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum, if any.

Signature of the Bidder/Tenderer  
with Seal

Name of the Firm & Seal

Date:

Place:

**Appendix-III**  
**(On Company Letter Head)**

**TECHNICAL SPECIFICATIONS & COMPLIANCE SHEET**

Duly filled Technical Bid as per the details given below in the attached format shall be submitted.

S. No.	Item	Quantity	Detailed Specifications	Compliance Yes/No	Remarks
1.	Real Time Thermal Cycler	01 unit	<ol style="list-style-type: none"> <li>1. Real time PCR with block of 96 x 0.2 ml tubes and 96 well plate and strips.</li> <li>2. System should have Dynamic true thermal gradient capacity with 8 different gradient temperatures.</li> <li>3. System should have Detection of minimum 5 different fluorescent reporters in the same tube and be capable of Detecting Cy5, FAM/SYBR Green, VIC/JOE, TAMRA/Cy3, Texas Red, Quasar705</li> <li>4. System should have at least Maximum Ramp rate : 5 °C per sec and Average Ramp Rate 3.3 °C per sec with Peltier Cooling &amp; Heating for uniform temp control</li> <li>5. Should have one channel dedicated for FRET experiments</li> <li>6. Excitation –Emission range: 450- 730nm</li> <li>7. No internal reference dye should be required. True 5 Color Multiplexing with use of 5 different fluorophores without the need of addition of any internal reference dye,</li> <li>8. System should have 6 filtered LED as excitation source with 6 filtered Photodiode detectors for detection.</li> <li>9. System should have detection method as moving shuttle optics.</li> <li>10. System should have dynamic range of 10 orders of magnitude and sensitivity to detect 1 copy of target sequence.</li> <li>11. Open system capable of running various chemistries so that Different chemistries using TaqMan, Molecular Beacon, SYBR green etc all can be performed.</li> <li>12. Temperature range 0–100 °C with accuracy of ±0.2 °C and uniformity of ±0.4 °C within 10 sec of arrival at 90 °C</li> <li>13. Should detect ≤ 10 fmol of fluorescein</li> <li>14. Should have multiple scan modes with a</li> </ol>		

			<p>FAST scan option for reading all wells in 3 seconds</p> <p>15. The system should be factory calibrated with no requirement of any further calibration.</p> <p>16. System's Software should have Melt curve analysis, Automatic allelic discrimination by end point fluorescence or threshold cycle and Gene expression analysis by relative quantity (<math>\Delta Ct</math>) or normalized expression (<math>\Delta\Delta Ct</math>).</p> <p>17. System should be capable of performing advanced applications like high resolution melt (HRM) analysis and capable of handling the same.</p> <p>18. System should have HRM software.</p> <p>19. Comparison of upto 5000 Ct values from different data files should be possible</p> <p>20. Software should have express load feature which allows entry of data after experiment.</p> <p>21. System should provide the option of software which is RDML compliant</p> <p>22. Software should be compatible with all computer operating systems including Microsoft windows, Mac and Linux.</p> <p>23. Software should be capable to import and analyze data from any real time PCR platform.</p> <p>24. System should have at least 100 installations in India and provide at least 10 Performance user certificates attached for the same.</p> <p>25. System should come up with 100 pcs of 96 well plates, 100 sealers, 1000 reaction sybr Green and HRM master mix dye (of same make of RT PCR).</p> <p>26. System Should be supplied with One Horizontal Electrophoresis System gel size of 15x10cm with safety lid that comes with UV transparent gel tray of size 15x10 with integrated fluorescent ruler &amp; two 1.5mm 15- &amp; 20 well fixed height along with 4 slots power supply with 10-300v, 4-400 mA current, with timer for 1 min – 99 hour with safety standard of EN61010.</p>		
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			<p>27. The specifications should be authenticated by brochures and company website/catalog. Technical catalogue or brochure of the model must be provided. Instant preparation of the same based on the specifications provided and its onward submission will disqualify the bidder without any further communication.</p> <p>28. If the need be, the qualifying bidders may be required to place the demo model of the quoted equipment in the Department for testing the efficiency of the equipment. Based on the efficiency and the results obtained the technical committee may further disqualify the vendors and shortlist the vendors whose financial bid will then be opened.</p> <p>29. Along with dedicated branded i7 computer 8GB RAM, 1 TB HDD and original window software and 2 KVA online UPS with 2 hour backup.</p> <p>30. System should be licensed for research applications.</p>		
2.	Plant Growth Chamber	01 unit	<p><b>Structure:</b></p> <ul style="list-style-type: none"> <li>• Interior dimension: WXHXD=(600-800 X 1100-1300 X 400-700) mm</li> <li>• Exterior dimension: WXHXD=(700-1000 X 1800-2000 X 800-1100) mm.</li> <li>• Interior and exterior construction material 16-22 gauge stainless steel/electro-zinc plated steel.</li> <li>• Floor should be equipped with floor drain and hose assembly.</li> <li>• Selves: 3-4 tier of stainless steel shelves and adjustable to 0.5 inch height.</li> <li>• Uniform illumination should be available to each shelf.</li> <li>• Four strong industrial casters and two strong adjustable feet.</li> </ul> <p><b>Temperature:</b></p> <ul style="list-style-type: none"> <li>• 0-60 °C with defrost system</li> <li>• Uniformity ±0.5 °C</li> </ul>		

			<ul style="list-style-type: none"> <li>• Accuracy± 1°C</li> <li>• Temperature control at each interval of 5 °C.</li> <li>• Electronic temperature sensor</li> </ul> <p><b>Humidity:</b></p> <ul style="list-style-type: none"> <li>• Ultrasonic humidifier</li> <li>• PAN type humidifier</li> <li>• 50-90% relative humidity</li> <li>• Uniformity ±3%</li> <li>• Accuracy± 1%</li> <li>• Electronic humidity sensor</li> <li>• Dehumidifier mediated humidity control</li> </ul> <p><b>Illumination:</b></p> <ul style="list-style-type: none"> <li>• Light intensity: 0-400 Micro moles/meter square/sec</li> <li>• Light quality: PAR</li> <li>• Intensity should be settable 0-100% and stable.</li> <li>• Uniformly available on each working shelf</li> <li>• Programmable and control of the lights is through real time controller.</li> <li>• LED and fluorescent tubes/bulbs with universal sockets.</li> </ul> <p><b>Door:</b></p> <ul style="list-style-type: none"> <li>• Door opening with magnetic gasket</li> <li>• With transparent window/inner tempered safety glass with proper packing.</li> <li>• Lock and key system.</li> </ul> <p><b>Microprocessor PID Controller:</b></p> <ul style="list-style-type: none"> <li>• Fully programmable for temperature, Relative humidity and light with 10-24 steps per program</li> <li>• 50 program saving capacity</li> <li>• 4-6 inch LED touch screen display</li> <li>• Auto start after power failure</li> </ul>		
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			<ul style="list-style-type: none"> <li>• Power back up for 15 min after power failure.</li> <li>• Power supply: working at 220 to 240 V</li> </ul> <p><b>Safety and Convenience:</b></p> <ul style="list-style-type: none"> <li>• Over temperature and current protection capability ensure user safety and water level sensor with alarm.</li> <li>• Self diagnostic system for malfunction with warning signals.</li> </ul> <p>Note: Fabricated plant growth chamber will not be preferred.</p>		
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**Note: All equipment shall have three years comprehensive warranty.**

**Signature and Seal of Authorized signatory/ bidder with Name**

Date:

Place:

**Appendix IV**

**SUPPLY OF SCIENTIFIC EQUIPMENTS AT AMITY UNIVERSITY RAJASTHAN,  
JAIPUR**

**PROFORMA FOR FINANCIAL BID**

<b>S.No</b>	<b>Name of the Item</b>	<b>Make</b>	<b>Unit Price</b>	<b>Taxes if any</b>	<b>Any Other Charges (Discount/freight/f are etc)</b>	<b>Total</b>
1	Real Time Thermal Cyclers					
2	Plant Growth Chamber					
<b>Total</b>						

**Note:** All Rates in Figures and in Words in Rupees (INR).

**I/we agree to supply the material(s) to your office and comply the following:**

1. The rates quoted are as per the technical specifications mentioned in Appendix III.
2. Terms and conditions as specified in the tender document.
3. Comply by the comprehensive warranty condition.
4. The date of validity of the offer may be mentioned by the supplier/dealer/manufacture.

**Signature and Seal of Authorized Signatory with Name**

**Date**

**Place**

## Appendix V

### Bank Account Details of Bidder or NEFT/RTGS Transfer (TO BE SUBMITTED ALONG WITH THE FINANTIAL BID)

S.No	Information Heads	Bank Information
1.	Beneficiary Name	
2.	Beneficiary Address	
3.	Bank Name	
4.	Bank Address & Telephone No.	
5.	Bank Account Number	
6.	Bank Account Type	
7.	IFSC Code	
8.	MICR Code	

Signature and seal of the bidder

## APPENDIX-VI

### TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,

The Registrar

Amity University Rajasthan

SP-1, Kant Kalwar,

RIICO Industrial Area, NH-11C.

Jaipur ( Rajasthan), 303002

#### **Sub: Acceptance of Tender.**

Tender Reference No: \_\_\_\_\_

Dear Sir/ Madam,

I \_\_\_\_\_, on behalf of  
M/s \_\_\_\_\_ cert  
ify that all the statement made and information supplied i.e. the technical details,  
specifications, quality etc. of Scientific Equipment with this tender to Amity University  
Rajasthan, Jaipur, are true and correct and is fulfilling the specifications as per the tender  
document.

1. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
2. I undertake to supply the items as per specifications desired in your tender. Any deviations may lead to cancellation of award as per tender terms and conditions.
3. I offer to execute the work at the rates as indicated in the price Bid as per the award of contract, if applicable.
4. I offer to comply by the comprehensive warranty condition of the tender.

I / We are liable to pay damages out of the security deposit/EMD in case of any discrepancy in this regard. Registrar, Amity University Rajasthan, Jaipur may impose penalty as deemed fit & will have the right to make recovery from security/EMD or make deduction from our bills due.

Signature of the Bidder/Tenderer with Seal

Name of the Firm & Seal