

**GOVERNMENT OF RAJASTHAN
OFFICE OF JOINT DIRECTOR AGRICULTURE (BOTANY),
SEED TESTING LABORATORY, DURGAPURA, JAIPUR, (RAJASTHAN)**

No: STL/purchase/wp/2009-2010/1235-36

Date: 19-02-2010

SHORT TERM TENDER NOTICE

Sealed tenders in technical bid & financial bid format are invited for the supply and installation of the following laboratory equipments from Manufacturers and their Authorized Distributors / Dealers for the use in Seed Testing Laboratories. Both Bids must be in separate envelopes and these two envelopes should be kept in outer envelope. **Item wise separate offers should be given.**

ITEM No.	NAME OF THE INSTRUMENTS	QTY	EARNEST MONEY	APPROX. COST IN RS.	DELIVERY PERIOD
Equipments for BT cotton testing					
1	Micro Pipettes with stands	16	2000	100000	Within 15 Days From the date of Supply order
2	BT Seed Grinder	2	10000	500000	Within 15 Days From the date of Supply order

NOTE:

1. Tender cost is Rs 100/- only.
2. SSI Units are exempted from tender fees for the items which they are registered with Director of industries, Rajasthan. They have to produce copy of competency and SSI Registration Certificate duly attested for exemption of tender cost.
3. If the tender is desired by post Rs 50.00 shall be charged extra from all the applications in addition to tender fees.
4. Tender Form with detailed Technical specifications and Terms & Conditions can be obtained from this office in office hours on or before dated 05-03-2010 up to 12.00 PM by depositing tender fees as above in the name of Jt. Director Agriculture (Botany), Seed Testing Laboratory, Durgapura, Jaipur. Tenders shall be Received up to date 05-03-2010 by 1.00 PM and these tenders (Only Technical Bids) shall be opened on the same day at 2.00 PM in the presence of Tenderers if any.
5. Financial Bids shall be opened of those tenders whose technical bids are found fit, financial bid opening date will be intimated to the successful bidders.
6. Tender Form with detailed specification and terms & conditions may also be downloaded from Website of Department of Public Relation & Information, Rajasthan www.dipronline.org & department website www.rajasthankrishi.gov.in in such case Tender Fees by Draft, Bankers Cheque, Cash shall be deposited and enclosed separately with Tender otherwise the tender will not be considered.

**JOINT DIRECTOR AGRICULTURE (BOTANY),
SEED TESTING LABOTATORY,
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TENDER FORM

1. _____(Name of the article for which the tender is submitted.)
2. Name and address of the firm submitted the Tender.

3. Addressed to the joint Director Agriculture (Botany), Seed Testing Laboratory, Durgapura, Jaipur (Rajasthan)
4. Reference: Tender Notice No _____
5. The tender form fees Rs 100/- / Rs 50/- has been deposited vide receipt No _____
_____ Dated _____ vide crossed P.O/DD/BC No _____
_____ dated _____
6. We agree to abide by all tender terms & conditions mentioned in tender notice No _____
_____ date _____ issued by the department and agree to further terms and conditions of the said tender notice given in attached sheets (all the pages of which has been signed with Stamp by in token of our acceptance of the terms mentioned therein.)
7. Goods will be delivered in stipulated delivery period and at desired destination place up to stores as mentioned in schedule 'A'.
8. The rates quoted are valid up to 31-3-2010 The period can be extended with mutual consent.
9. Demand Draft / Bankers Cheque No _____ dated _____ drawn on (Name of Bank) _____
_____, cash receipt No _____ dated _____ for Rs _____
to cover Earnest Money is enclosed.
10. Sales Tax Registration & Sales Tax Clearance Certificate are submitted herewith.
11. Declaration of Manufacturer / Authorized Distributor / Authorized Dealer is also enclosed.

**Signature of Tenderer
With Rubber Stamp**

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**SPECIAL TERMS & CONDITIONS TO BE FOLLOWED STRICTLY AND CAREFULLY, FAILING
WHICH TENDER WILL BE REJECTED FOR THE TENDER OF INSTRUMENTS DUE ON AT**

1. All the following documents necessarily to be enclosed with Tender Documents:
 - a. Earnest Money deposit.
 - b. Sales Tax / VAT Registration & Sales Tax / VAT Clearance Certificate.
 - c. Original Tender Document issued by the department duly signed & filled in all respect.
 - d. Original Printed Literature / Catalog of scientific instruments offered. Photocopy shall not be considered.
 - e. Undertaking by Principal Manufacture as per Schedule 'B' Performa enclosed with tender document should be typed and signed by Principal Manufacture on his Original letter pad.
2. The tender will have to provide details in technical bid regarding strength of experienced service personal & application support in India. Tender should ensure that all quoted Indian instruments should be of ISO 9000 series certified manufacturer only otherwise they will not be considered.
3. The tender will provide detailed list of installation with model Nos. in premier institutes / companies in India along with end user name, contact details (Tel No) etc in technical Bid.
4. Technical Bid envelope should contain following:
 - a. On the Top of Technical Bid Envelope S.No. Name of item, date of opening should be mentioned, name of the firm also be written on the envelope itself.
 - b. This envelope should contain the required Earnest Money as per Schedule 'A' in the prescribed form as per terms & conditions. In case of tender document downloaded from website the tender fees in form of D/D as per NIT should be enclosed separately.
 - c. All the necessary required documents are to be submitted as desired at S.No.1 & 2.
 - d. Enclose users list along with contact Number.
5. Financial Bid envelope should contain following:
 - a. On the Top of financial Bid Envelope S.No. Name of item, Due Date of tender should be mentioned, name of the firm should be also being written on the envelope itself.
 - b. Financial Bid Format duly filled, signed & sealed.
 - c. For each item rates should be quoted in a separate envelope.
6. Tender should quote only one model against one tender document. If tender wants to quote alternate model for the same instrument than he will have to purchase new tender for the same and separate Earnest money will have to be deposited along with separate tender.

7. If any other accessory is required for smooth running of our required instruments documents other than the mentioned accessories. / consumables is specification sheet than tender should show separately in Technical bid and prices should be includes in the envelope in Financial Bid, otherwise during the time of installation any other item is required by the tenderer for smooth function & running of the instruments than it will have to be arranged by the tenderer on his own cost and department will be not responsible for it.
8. In case of BT Seed Grinder tenders should quote AMC Charges for non comprehensive AMC for 7 years after the expiry of Guarantee Period for above instruments in Financial Bid otherwise the tender will not be considered.
Terms for AMC:
 - a. Visits to be made as & when required subject to the maximum extent of 9 year, besides 6 in year visits if any extra visit is required charges will be paid by the deptt.
 - b. Deposited security deposit against Guarantee period shall be refunded in two installments 1st that is 60% of the deposited security shall be refunded after successful completion of guarantee period Remaining 40% amount of the deposited security be refunded after successful completion of AMC period. It shall be treated as AMC Security deposit.
 - c. If the instrument is not attended within seven days from the date of intimation in writing by the deptt to the supplier than penalty @Rs500/- per day will be recovered from the AMC Charges payable.
 - d. All the equipment mentioned at point no. 8 should be supported with the user list along with contact no.**
 - e. List of spare parts with indicative cost should be supplied by the tenderer.
9. Successful bidder will have to provide and arrange Fifteen Days Free Training to our four Technical members immediately after the issue of the order at the successful tenderers application lab.
10. Besides above training one week free training to our other technical staff will have to be provided by the successful tenderer at lab during the time of installation.
11. Bidder's technical expert will help initially in analyzing up to 100/- sample's of BT cotton and 100 sample's of DNA finger printing test
12. Two year comprehensive Guarantee with spare parts for all the instruments to be given by the tender & in this respect submit an Affidavit on Rs 10/- Non Judicial Stamp paper, otherwise the tender will not be considered.
13. Only Rates to be quoted in enclosed Financial Bid Format in Indian Currency (Rupees) only. Rates should be in packing unit including required accessories. If splited prices are found the tender will not be considered. Rates quoted should be FOR at our lab including Taxes, Duties Clearance, and all inward expenses as Cartage freight etc. except VAT / CST which should be shown separately.
14. Tenderer will have to provide Technical compliance sheet for each point wise along with details mentioned against each point for the relevant enclosed literature Page No or Para No. if offered technical specifications of the model are better than the required specification the model will be treated as per specification.

15. (1) Comparison of rates of firms outside and those in Rajasthan, While tabulating the tenders of those firms which are not entitled to price preference, the element of Rajasthan Sales Tax shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax shall be included in the rates of firms outside Rajasthan. In such case if the price of any commodity being offered for sale by firms in Rajasthan is the same or lower excluding element of Rajasthan Sale Tax than the price of firm out side Rajasthan (including element of Central Sale Tax), the commodity shall be purchased from the firm in Rajasthan.

(2) Financial evaluation will be on the basis of rates of equipments / machines with average A.M.C. Rates.

16. Payment: 75% payment will be made after receipt of equipments in satisfactory conditions at consignees store rest 25% payment will be released after the satisfactory successful installation, Demonstration & training to staff and successful report of 100 sample analyzed report by the successful bidder.

17. Delivery should be completed within 30 days from the that of supply order at the respective labs and after this period delivery will not be accepted under any circumstances.

18. Financial Bids shall be opened of those tenders whose technical bids are found fit, financial bid opening date will be intimated to the successful bidders.

19. The equipment should be supported along with standard voltage stabilizer giving less than one present fluctuation.

20. The bidder should be the exclusive dealer and should produce authorization document from the manufacture towards marking, servicing and AMC etc for the product in the region.

In absence of the above or wrongly the required documents in any other Envelope or not mentioning the required information at the specified place, the bid will not be considered and will be rejected.

We are signing in acceptance of above Special Terms & Conditions laid down by the department.

SIGNATURE OF TENDERER WITH RUBBER STAMP

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CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER

(See Rule 68)

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

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
2. "Tenders by Bona-fide dealers" – Tenders shall be given only by bona-fide Manufacturer / Authorized Dealer – Distributor in the goods. They shall, therefore, furnish a declaration in the SR FORM 11.
3. (1) Any change in the constitution of the firm, etc., shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc., any liability under the contract.
(2) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to avoid by all its terms, conditions and deposit with purchase receipt for with the purchase officer a written agreement to this effect. The contractor's receipt for 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.
4. Sales Tax Registration and Clearance Certificate: - No Dealer who is not registered under the Sales Tax Act prevalent in the State where his business is located shall tender. The Sales Tax Registration Number should be quoted and a sales tax clearance certificate from the commercial Taxes Officer of the Circle concerned shall be submitted without which the tender is liable to rejection.
5. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
6. Rate shall be written both in words and figures. There should not be errors and/or over-writings. Corrections if any should be made clearly and initialed with dates. The rates should mention element of the Rajasthan State Tax and Central, Sales Tax separately.
7. All rates quoted must be FOR destination and should include all incidental charges except octroi, Central / Rajasthan Sales Tax which should be shown separately. In case of local supplies the rates should include all taxes, etc. and no cartage or transportation charges will be paid by the Government and the delivery of the goods shall be given at

the premises of purchase Officer. Goods to be purchased are for the purpose of official use, hence octroi is not payable.

The rates, therefore, should be exclusive of octroi, and local tax. In case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rate shall be inclusive of octroi and local tax. In the former case, a certificate in the prescribed will be furnished along with the supply order.

8.
 - a. Comparison of Rates:- In comparing the rates/ tendered by firms outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the rule the element of Rajasthan Sales Tax shall be excluded whereas that of Central Sales Tax shall be included.
 - b. While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan Sales Tax shall be included.
9. **Validity:** - Tenders shall be valid for a period of three months from the date of opening of Financial Bid.
10. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the Purchase officer and get clarifications.
11. The contractor shall not assign or sub-let his contract or any substantial part to any other agency.

12. Specifications:-

- I. All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
- II. The supply of articles marked with asterisk/at serial number shall in addition, conform strictly to the approved. Samples and in case other material where are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the Purchase Officer/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderers.
- III. **Guarantee clause:-**
 - i. The tenderer would give comprehensive guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of 24 months from the date of installation/delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles if during the aforesaid period of 24 months, the said goods/stores/articles be discovered not to confirm to the description and quality aforesaid or have determined (and the decision of the purchase Office in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to confirm to the said description and quality, on such rejection the goods/stores/articles will be at the sellers risk and all the, provisions

relating to rejection of goods, etc., shall apply. The tenderer shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejected by the Purchase Officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

- IV. In case of machinery and equipment also, guarantee will be given as mentioned in clause above and the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments if it is found defective which cannot be put to operation due to manufacturing defect, etc.
- V. In case of machinery and equipment specified by the Purchase Officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare from them to maintain the machinery and equipments in perfect condition.

13. Inspection:-

- a. The Purchase Officer or the duly authorized representative shall at all reasonable time have access to the supplier'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 tenderer shall furnish complete address of the premises of officer, 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. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

14. **Samples:** - Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be dispatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/foods items should be given in a plastic box or in polythene bags at the cost of the tenderer.

15. Each sample shall be marked suitably either by written in the samples or on a slip of durable paper securely fastened to the sample, the Name of the tenderer and serial number of item, of which it is a sample in the schedule.

16. Approved samples would be retained free of cost up to the period of six months after the expiry of the contract. The government shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.

The sample shall be collected by the tender on the expiry of stipulated period. The Government shall in no way make arrangements to return the samples uncollected within 9 months after expiry of contract shall be forfeited by the Government and no claim for their cost, etc., shall be entertained.

17. Samples not approved shall be collected by the unsuccessful tenderer. The Government will not be responsible for any damage, wear, or loss during testing, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
18. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed, tests shall be carried out in Government laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform of the standard of prescribed specifications as a result of such test.
19. Drawl of samples: - In case of tests, samples shall be drawn in four sets in the presence of tenderer or this authorized representative and property sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.
20. **Testing charges:** - Testing charges shall be borne by the Government. In case urgent testing is desired to be arranged by the tenderer or in case of test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the tenderer.
21. **Rejection:-**
 - I. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the Purchase Officer.
 - II. If, however due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
22. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.
23. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage at any shortage the tenderer shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost" on such account shall be admissible.
24. 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 tenderder of being heard and recording of the reaction for repudiation.
25. Direct or indirect canvassing on the part of the tenders of his representative wills a disqualification.
- 26.

- I. Delivery period: - The tenderer whose tender is accepted shall arrange supplies within a period up to From the date of supply order / by as under;
- | S.no. | Items | Quantity | Delivery Period |
|-------|-------|----------|-----------------|
|-------|-------|----------|-----------------|
- II. Extent of quantity - Repeat orders: - It the orders are placed in excess of the quantities shown in the tender notice. The tenderder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided than the repeat order are up to 50/- of the quantity, originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do so, the purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.
- III. If the Purchase officer does not purchase any of the tenderer articles or purchases less than the quantity indicated in the tender from, the tender from, the tenderer shall not be entitled to claim any compensation.

27. Earnest Money:-

- a. Tender shall be accompanied by earnest money of Rs per Schedule 'A' without which tenders will not be considered. The amount should be deposited in either of the following form in favour of **Joint Director Agriculture (Botany), Seed Testing Laboratory** payable at **Jaipur**.
- I. Cash through treasury challan deposited under head "8443-Civll Deposits-103-Security Deposits"
 - II. Bank drafts/bankers cheque of the scheduled bank.
 - III. Refund of earnest money: - the earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.
 - IV. Partial exemption from earnest money: - Firms which they are registered with director of industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer from the director of industries Rajasthan, at the rate of ½% of the estimated value of the tender shown in NIT.
 - V. The central Government and Government of Rajasthan Undertaking need not furnish any amount of earnest money.
 - VI. The earnest money / security deposit lying with the Department/office in respect of other tenders awaiting approval or rejected or on account of contract being completed will not be adjusted towards earnest money/ security money for the fresh tender. The earnest money may however, be taken into consideration in case tenders are re-invited.

28. Forfeiture of earnest money:- the earnest money will be forfeited in the following cases:

- I. When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
- II. When tenderer does not execute the agreement if any, prescribed within the specified time.
- III. When the tenderer does not deposit the security money after the supply order is given.

- IV. When he fails to commence the supply of the items as per supply order within the time prescribed.

29. Agreement and security deposit:-

- I. Successful tenderer will have to execute an agreement in the form 17 within a period of 7 days of receipt of order and deposit security equal to 5% of the value of the stores for which tenders are accepted within 15 days from the date of dispatch on which the acceptance of the tender is communicated to him.
- II. The earnest money deposited at the time of tender will be adjusted towards security amount the security amount. The security shall in no case be less than earnest money.
- III. No interest will be paid by the department on the security money.
- IV. The forms of security money shall be as below.
 - a. Cash /Bank Draft/Bankers Cheque/Receipted copy of challan.
 - b. Post-office Savings Bank Pass Book duly pledged.
 - c. National savings Certificate, Defense Savings Certificate, Kisan Vikas Patras, or any other script/instrument under National Savings Schemes for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.

The security money shall be refunded within one month of the final supply of the items as per purchases order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any whichever is later and after satisfied there are no dues outstanding against the tenderer.

(2)

- i. Firms registered with the Director of industries Rajasthan In respect of stores for which they are registered, subject to their finishing 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 earnest money and shall pay security deposit at the rate of 1% of the estimated value of tender.
- ii. Central Government and Government of Rajasthan's undertaking will be exempted from furnishing security amount.

(3) Forfeiture of Security Deposit-Security amount in full or part may be forfeited in the following cases:-

- a. When any terms and conditions of the contract is breached.
- b. When the tenderer fails to make complete supply satisfactorily.
- c. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchase Officer in this regard shall be final.

(4) The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

30. i. All goods must be sent freight paid through Railway or goods transport. If goods are sent freight to pay, the freight together with departmental charge 5% of the freight will be recovered from the suppliers bill.
- ii. R.R. should be sent under Registered cover through bank only.
- iii. In case supply is desired to be sent by the Purchase Officer by Passenger train, the entire railway freight will be borne by the department.
Remittance charges, on payment made shall be borne by the tenderer.

31. Insurance:-

- i. The goods will be delivered at the destination godown in perfect condition. The supplier, if he so desires, may be insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz, (war rebellion, riot, etc.,) the insurance chares will be borne by the supplier and State will not be required to pay such charges, if incurred.
- ii. The article may also be got insured at the cost of the Purchaser, if so desired by the Purchaser. In such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.

32. Payment:-

- i. Advance payment will not be made except in rare and special cases. In case of advance payment being made. It will be against proof of dispatch and to the extent as prescribed in financial powers by rail/reputed goods transport companies, etc., and prior inspection, if any. The balance if any will be paid on receipt of the consignment ill good condition with the certificate to that effect endorsed on the inspection not given to the tenderer.
- ii. Unless otherwise agreed between the parties' payment for the delivery of the stores will be made on submission of bill in proper form by the tenderer to the Purchase Officer in accordance with GF & AR all remittance charges will be borne by the tenderer.
- iii. In case of disputed items, 10 to 25% of the amount shall be with held and will be paid on settlement of the dispute.
- iv. Payment in case of those goods which need testing shall made only, when such test have been carried out, test results received confirming to the prescribed specification.

33.

- i. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.
- ii. Liquidated damages:- in case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores which the tenderer has failed to supply:-
 - (1) (a) Delay up to one fourth period of the prescribed delivery period 2.5%
 - (b) Delay exceeding on fourth but not exceeding half of the prescribed period 5%
 - (c) Delay exceeding half but exceeding three fourth of the prescribed period 7.5%
 - (d) Delay exceeding three fourth of the prescribed period 10%
- (2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (3) The maximum amount of liquidated damages shall be 10%
- (4) If the supplier requires an extension of time in completion of contractual supply on account of occuraence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but after the stipulated date of completion of supply.
- (5) Delivery period pay is extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.

34. Recovery:-

Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be with held to the extent of short

supply, breakage, and rejected articles and in case of failure in satisfactory replacement by the supplier alongwith amount of liquidated damages shall be recovered from his dues and, security deposite available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

35. Tenderers must make their own arrangements to obtain import license, if necessary.
36. If a tenderer imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase Officer.
37. The Purchase Officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.
38. The tenderer shall furnish the following documents at the time of execution of agreement:-
 - i. Attested copy of Partnership Deed in case of Partnership firms.
 - ii. Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
 - iii. Address of residence and officer, telephone numbers in case of sole Proprietorship.
 - iv. Registration issued by Registration of Companies in case of Company.
39. If any disputes arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
40. Price Preference: Price preference will be given to the goods produced or manufactured by industries of Rajasthan over goods produced or manufactured by industries outside Rajasthan as per Purchase of Stores Rules.
41. All legal proceedings, if necessary arise to institute may by any of the parties (Government or Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

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

Signature of Tenderer with Rubber Stamp

**GOVERNMENT OF RAJASTHAN
OFFICE OF JOINT DIRECTOR AGRICULTURE (BOTANY),
SEED TESTING LABORATORY, DURGAPURA, JAIPUR, (RAJASTHAN)**

SR FORM - 11

DECLARATION BY TENDERERS

We hereby declare that we are Bonafide Manufacturers\ Authorized \ Sole Distributors\
Authorized Dealer. The Goods\ Stores\ Equipments\ For Which We Have Tendered.

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

Signature of Tenderer with Rubber Stamp

**UNDERTAKING TO BE SUMMITTED BY PRINCIPAL
MANUFACTURER**

SCHEDULE 'B'

It is to certify that M/s _____ sub dealer
(Name and Address of Tenderer) is our Authorized Distributor\ Dealer\ They are
Authorized to submit tender for _____ (Name of
item) to Joint Director Agriculture, (Botany), Seed Testing Laboratory, Durgapura, Jaipur,
(Rajasthan) Against their Tender Notice No _____
Dated _____

The Equipment\ Instrument is Guaranteed for Two Years Comprehensive
Guarantee\Warranty with spare parts from the date of installation and Authorized
Distributor\ Dealer shall during the guarantee period replace the parts if any, or rectify
any manufacturing defect found during the above period free of cost so as to make the
machinery operative and in perfect condition.

In case of change of Authorized Distributor\ Dealer, sub dear we will inform the
purchased officer accordingly. The new Dealer\ Distributor will be responsible for after
sales and service and annual maintenance and repairs contracts as above. In case of
Authorized Dealer\ Distributor we will be responsible for providing after sales service of
the equipment as per terms and conditions of tender and contract.

**SIGNATURE OF THE PRINCIPAL MANUFACTURER
WITH RUBBER STAMP**

**NOTE:(This undertaking should be typed and Signed by Principal Manufacturer on his
Original Letter Pad)**

**OFFICE OF JOINT DIRECTOR AGRICULTURE (BOTANY), SEED TESTING LABORATORY,
DURGAPURA, JAIPUR**

FOLLOWING POINTS TO BE NOTED WHILE FILLING FINANCIAL BID:

1. This bid should be submitted in separate envelope with clear marking that it is Financial Bid Envelope.
2. The Financial Bid compulsorily be filled in prescribed format only. Any Financial information mentioned elsewhere or in different form shall not be considered.
3. All rates quoted must be FOR Destination Stores as per Schedule 'A' in Tender documents.
4. Rates quotes should include all Inward expenses up to Destination point Including Freight, Insurance, custom charges if any except VAT / CST should be shown separately.
5. For every instrument / item financial bid should be submitted separately.
6. Payment of AMC Charges will be made on Quarterly basis only after of AMC visit duly singed & verified by the concerning lab in charge. No Advance payment will be made under any circumstances for AMC.

I/we hereby agree to above points.

Signature of Tenderer with Seal

Enclosed: Financial Bid Format duly filled, signed & sealed.

**OFFICE OF JOINT DIRECTOR AGRICULTURE (BOTANY), SEED
TESTING LABORATORY, DURGAPURA, JAIPUR**

**FORMAT OF FINANCIAL BID FOR ITEM NO _____ & NAME OF
ITEM _____**

S.NO.	PARTICULARS	PRICE IN INDIAN RUPEES (FIGURES & WORDS) FOR DESTINATION STORES AS PER SCHEDULE 'A'
1.	Unit Price (Excluding VAT / CST	
2.	VAT / CST including Surcharge if any in	
3.	Final Price Valid for Tender (Column 1+2	
4.	A.M.C. Charges for 7 years	
	Ist Year	
	IIInd Year	
	IIIrd Year	
	IVth Year	
	Vth Year	
	VIth Year	
	VIIth Year	

GOVERNMENT OF RAJASTHAN
**OFFICE OF JOINT DIRECTOR AGRICULTURE (BOTANY), SEED
 TESTING LABORATORY, DURGAPURA, JAIPUR**

SCHEDULE 'A'

DETAILS OF INSTRUMENTS, APROX COST, EARAEEST MONEY, DESTINATION VENUE AND DELIVERY PERIOD

ITEM NO.	NAME OF THE INSTRUMENTS / ITEM	QTY	APPROX COST IN RS.	REQUIR ED EARNES T MONEY	DESTINATION UPTO STORES VENUE	DELIVERY PERIOD
Equipments for BT cotton testing						
1	Micro Pipettes with stands	16	100000	2000	STL LAB DURGAPURA, JAIPUR	Within 15 Days From the date of Supply order
2	BT Seed Grinder	2	500000	10000	STL LAB DURGAPURA, JAIPUR AND SHRIGANGANAGAR	Within 15 Days From the date of Supply order

Signature of Tenderer with Seal & Address

Item No.1. MICRO PIPETTEES

A.) Fully Autoclavable Variable volume micro pipettes:

	CAPACITY	QUANTITY
1.	0.2-2ul	4Nos
2.	2-20ul	2No
3.	5-50ul	2No
4.	20-100ul	2No
5.	20-200ul	4Nos
6.	100-1000ul (Fixed)	1No
7.	1-5ml (Fixed)	1No

Only imported brands will be accepted with three years warranty.

B.) Micro pipette Stand

Micro pipette stand bench top for 6 pipettes with cover. -----4 Nos

Item No.2 SPECIFICATION OF BT SEED GRINDER

Grinder, for (seed/Leaves)sample preparation (192 samples at a time in two deep well plates OR 96 samples in 2ml micro centrifuge tubes) Which can be used in ELISA test, DNA isolation for PCR test with accessories Such as steel balls, well plate, cover mat, For well plate, extra belt for grinder Operational at 220-240 V/50 Hz.

With standard Accessories

Steel Ball : 1000 Nos.

2ml Deep well plate : 6 Nos.

Cover mat for Deep well plate : 4 Nos.

2ml Microcentrifuge tubes: 500 nos.

2ml Microcentrifuge tubestand : 2 nos.