



RAJASTHAN STATE POLLUTION CONTROL BOARD,

4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur 302004 Rajasthan (India).

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एफ-11 (592)/रा.प्र.नि.म./केन्द्रीय प्रयोगशाला/न्यू/2055

दिनांक 05/03/2021

बोली आमंत्रण सूचना

राजस्थान राज्य प्रदूषण नियंत्रण मण्डल द्वारा Supply of Instruments/Equipments for Central & Regional Laboratories हेतु पंजीकृत विनिर्माताओं/विक्रेताओं/आपूर्तिकर्ताओं से e-procurement प्रक्रिया के अन्तर्गत ऑनलाइन ई-बोली आमंत्रित की जाती है। बिड शर्त एवं बोली में सम्पादित करवाए जाने वाले कार्य एवं अन्य विस्तृत विवरण मण्डल की वेबसाइट <http://environment.rajasthan.gov.in>, ई-प्रोक्योरमेंट पोर्टल <http://www.eproc.rajasthan.gov.in>, या राज्य लोक उपापन पोर्टल <http://sppp.rajasthan.gov.in> पर देखी व डाउनलोड की जा सकती है।

Estimated Bid Value	लगभग 9.19 करोड रू.
Period of downloading of Bidding Document (Start/End Date)	दिनांक 06.03.2021 प्रातः 9:30 बजे से दिनांक 18.03.2021 सांय 6:00 बजे
UBN No.	

सभी बोलीदाता विशेष रूप से ध्यान रखे कि, केवल ई-प्रोक्योरमेंट पोर्टल पर प्राप्त निविदाओं जिनकी Bid fee, RISL processing fee एवं अमानत राशि निर्धारित समय एवं दिनांक तक मण्डल कार्यालय को हार्ड कॉपी में प्राप्त होती है, पर ही विचार किया जावेगा।


सदस्य सचिव



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Request for Proposal (RFP)
for supply of instrument / equipments for Central and Regional
Laboratories of
Rajasthan State Pollution Control Board



March 2021

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Online-Bid Document for supply of instrument / equipments for Central and Regional Laboratories of Rajasthan State Pollution Control Board

**Reference No.
RSPCB/LAB/IN**

**STRUMENTS/2020-21/03,
Unique Bid No.:**

dated 05/03/2021

Mode of Bid Submission	Online though procurement/ e Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Member Secretary, Rajasthan State Pollution Control Board,4, Institutional Area, Paryavaran Marg, Jhalana Doongari, <i>Jaipur-302004</i>
Last Date & Time of Submission of Bid	18.03.2021 upto 6:00 PM
Date & Time of Opening of Technical Bid	19.03.2021 3:00 PM

Bidding Document Fee: Rs. 1,000/- (Rupees One Thousand only)

Name of the Bidding Company/ Firm:	
Contact Person(Authorised Bid Signatory):	
Correspondence Address:	
Mobile No.	Telephone & Fax Nos.:
Website & E-Mail:	



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INDEX

S.No.	Contents	Page No.
1.	Covering Letter	1-2
2.	Index	3-5
3.	Abbreviations & Definitions	6-7
4.	Notice of inviting Bid published in Newspapers	8-9
5.	Project Profile & Background Information and Pre-qualification/ Eligibility Criteria	10-11
6.	Scope of work, deliverables & timelines and installation, commissioning and maintenance	11-12
7.	Activity, deliverables & timelines	12
8.	Instruction to bidders (<i>Availability of Bidding Document, Submission of Bid</i>)	13-14
9.	Pre -bid meeting	14
10.	Changes in the Bidding Document	14-15
11.	Period of Validity of Bids	15
12.	Format and Signing of Bids	15-16
13.	Cost & Language of Bidding and Alternative/ Multiple Bids	16-17
14.	Bid Security and Exemption/ Partial Exemption From Payment Of Bid Security	17-18
15.	Deadline for the submission of Bids and Withdrawal, Substitution, and Modification of Bids	18-19
16.	Opening of Bid and Clarification of Bids	19
17.	Selection Method	19
18.	Evaluation & Tabulation of Technical Bids	20
19.	Evaluation & Tabulation of Financial Bids	21
20.	Correction of Arithmetic Errors in Financial Bids	21
21.	Price/ purchase preference in evaluation and Negotiations	22



RAJASTHAN STATE POLLUTION CONTROL BOARD
4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur- 302004
Rajasthan
Phone: 0141-2711263, 2711807
Website: <http://www.rpcb.rajasthan.gov.in>,
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22.	Exclusion of Bids/ Disqualification and Lack of competition	22-23
23.	Acceptance of the successful Bid and award of contract	23
24.	Information and publication of award, Procuring entity's right to accept or reject any or all Bids	24
25.	Procuring entity's right to vary quantities (repeat order), dividing quantities among more than one bidder at the time of award	24
26.	Performance security, exemption/ partial exemption from payment of performance security	24-25
27.	Execution of agreement and Confidentiality	25
28.	Cancellation of procurement process and Code of Integrity for Bidders , Interference with Procurement Process	26-27
29.	Appeals	27-28
30.	Stay of procurement proceedings, Vexatious Appeals & Complaints, Offenses by Firms/ Companies, Debarment from Bidding	29
31.	Monitoring of Contract	30
32.	General Terms And Conditions Of Tender & Contract <i>(Definition, Contract Documents, Interpretation, Language, Eligible Goods and Related Services, Notices, Governing Law, Scope of Supply, Delivery & Installation, Supplier's/ Selected Bidder's Responsibilities, Contract Price, Recoveries from Supplier/ Selected Bidder, Taxes & Duties, Copyright, Confidential Information, Sub-contracting, Specifications and Standards, Packing and Documents, Insurance, Injury and Damage, Transportation, Inspection, Rejection)</i>	30-36
33.	Delivery Period and Liquidated Damages (LD)	36-37
34.	Authenticity of Equipment	37
35.	Warranty/ AMC	38
36.	Royalty and patent, Patent Indemnity, Limitation of Liability, Force Majeure	38-40
37.	Change Orders and Contract Amendments	40
38.	Termination, Settlement of Disputes, Arbitration, laws and regulations, effectiveness	40-42
39.	Special Terms And Conditions Of Tender & Contract	42



RAJASTHAN STATE POLLUTION CONTROL BOARD
4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur- 302004
Rajasthan
Phone: 0141-2711263, 2711807
Website: <http://www.rpcb.rajasthan.gov.in>,
email: member-secretary@rpcb.nic.in

40.	Payment Terms and Schedule and Service Level Standards/ Requirements/ Agreement	42-43
41.	Application Form (To Be Filled By The Bidder) <i>Annexure-I</i>	44
42.	Bid Form For Technical Bid With Technical Specifications and Certificate Of Conformity/ No Deviation With Respect To Board's Technical Specifications <i>Annexure-II(A)</i> <i>Annexure-II(B)</i>	45-63 64-65
43.	Bid Form For Price Bid <i>Annexure-III</i>	66-67
44.	Undertaking (To be submitted by bidder on 500/- Non Judicial Stamp Paper) <i>Annexure-IV</i>	68
45.	Schedule Of Earnest Money <i>Annexure-V</i>	69-71
46.	List of laboratories of rspcb with code nos. Located in rajasthan <i>Annexure-VI</i>	72
47.	Form of Bank Guarantee for Performance Security <i>Annexure-VII</i>	73-74
48.	Form to Contract Agreement on Rs. 1000/- Non Judicial Stamp Paper <i>Annexure-VIII</i>	75-76
49.	Undertaking(To be given by Principal Manufacturer on Rs. 500/- Non Judicial Stamp Paper) <i>Annexure-IX</i>	77
50.	Check List For The Bidder <i>Annexure-X</i>	78
51.	No Lesser Price Certificate <i>Annexure-XI</i>	79
52.	Bidder's Authorization Certificate <i>Annexure-XII</i>	80
53.	Self-Declaration (Undertaking by Bidder on Rs. 500/- Non judicial Stamp paper) <i>Annexure-XIII</i>	81
54.	Financial Bid Cover Letter & Format <i>Annexure-XIV</i>	82
55.	Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012 <i>Annexure-XV &</i> <i>Annexure A,B,C,D</i>	83-88
56.	Form of Bid-Securing Declaration <i>Annexure XVI</i>	89
57.	Guideline for AMC <i>Annexure XVII</i>	90



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ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Member Secretary, RSPCB in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order till completion of warranty/services.
Day	A calendar day as per GoR/ GoI.
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
IFB	Invitation for Bids (A document published by the procuring entity inviting



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	Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR/Rs.	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. Member Secretary, RSPCB in this RFP document.
RSPCB/RPCB	Rajasthan State Pollution Control Board
GST	Goods and Service Taxes
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order



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INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)

UBN No.: _____ Dated: _____

Name & Address of the Procuring Entity	Member Secretary, Rajasthan State Pollution Control Board, 4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur-302004
Subject Matter of Procurement	RFP for supply of instrument / equipments for Central and Regional Laboratories of Rajasthan State Pollution Control Board
Bid Procedure	Single-stage Bidding: two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Technically responsive and lowest financially evaluated bidder shall be selected for award of contract.
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	http://eproc.rajasthan.gov.in , https://sppp.rajasthan.gov.in/ http://www.environment.rajasthan.gov.in . However, bid is to be submitted only through the website http://eproc.rajasthan.gov.in or https://sppp.rajasthan.gov.in .
Fees	Following Fees payable at Jaipur (Rajasthan) <ul style="list-style-type: none">• Bidding Document fee: Rs. 1,000 (Rupees One thousand only) in form of Demand Draft in the favor of "Member Secretary, Rajasthan State Pollution Control Board"• RISL Processing Fee: Rs. 1,000/- (Rupees One thousand only) in form of Demand Draft in the favor of "Managing Director, RISL"• Bid Security/EMD: As details mentioned in Annexure-V.
Estimated Tender Value	Rs 9,19,30,000 (Rupees Nine Carore Nineteen lac thirty thousand only)
Period of downloading of Bidding Document (Start/ End Date)	From 06.03.2021 to 18.03.2021 (up to 6:00 PM)
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	From 06.03.2021 to 18.03.2021 (up to 6:00 PM)
Date/ Time/ Place of Technical Bid Opening	Date/ Time: 19.03.2021 at 3.00 PM Place: Rajasthan State Pollution Control Board, 4, Jhalana Institutional Area, Jhalana Doongari, Jaipur-302004
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline

Note :-

- 1) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. Further, No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 2) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 3) The provisions of RTPP Act, 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act, 2012 and Rules thereto, the later shall prevail.
- 4) Details of instruments invited vide bid for supply are as mentioned below:-



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S. N.	Name of Items	Qty	S. N.	Name of Items	Qty
1	Analytical Balance	23	13	Portable Petrol Engine Generator (3 KVA)	32
2	COD Digester with Air Condensers	14	14	Specific Ion Meter (Ion Analyzer)	6
3	Conductivity Meter (Bench Top Model)	12	15	Turbidity Meter (Bench Top Model)	6
4	Digital Portable Barometer	17	16	UV-Visible Spectrophotometer (PC Controlled)	7
5	Dissolved Oxygen (DO) Meter	6	17	Visible Spectrophotometer	14
6	Filtration Assembly (Suction Pump For Suspended Solids)	11	18	Water Distillation Assembly	11
7	Flame Photometer	6	19	Washer (Laboratory Glassware)	18
8	Global Positioning System (GPS)	17	20	PM 2.5 Sampler	55
9	Multi Parameter Water Quality Analyzer Kit	16			
10	Noise Level Meter (Type one)	32			
11	Orsat Gas Apparatus	17			
12	pH meter Bench Top	13	Total Quantity		333

- 5) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/cover.
- 6) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee as per timelines mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, Bid Security should be drawn in favour of M.S., R.S.P.C.B., Jaipur and the RISL Processing Fee should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- 7) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 8) Purchaser will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 9) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 10) Bid Security /EMD should be submitted separately for each quoted equipment.
- 11) As per Finance (G&T) department circular dated 23.12.2020 "in lie of bid security a Bid Security Declaration on 50/- non judicial stamp with applicable 30% surcharge shall be taken in place of Bid Security in prescribed format" Annexure - XVI.
- 12) Price bid should be inclusive of AMC charges for five years after completion of three years comprehensive warranty period

Member Secretary



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1. PROJECT PROFILE & BACKGROUND INFORMATION

Background and Overview:-

The Rajasthan State Pollution Control Board was constituted under section 4 of the Water (Prevention and Control of Pollution) Act, 1974 on 7th February 1975, with the objectives of prevention, and control of water pollution and maintaining or restoring of wholesomeness of water. Presently the State Board in process of strengthen its Central Laboratory and Regional Laboratories. For strengthening of these labs, the State Board is procuring 20 types of instruments (total 333 nos.)

2. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932.	- Copy of valid Registration Certificates In case of company, -Copy of Certificates of incorporation
2.	Financial Turnover	Average Annual Turnover of the bidder from IT/ITeS during the last three financial years, i.e., 2017-2018, 2018-2019 and 2019-2020 (as per the last published audited balance sheets), should be at least Rs. 2.5.0 Cr. (Two Crores fifty lac only).	CA Certificate with CA's Registration Number/ Seal
3.	Financial: Net Worth	The net worth of the bidder in the last three financial years, i.e. 2017-2018, 2018-2019 & 2019-2020, should be Positive.	CA Certificate with CA's Registration Number/ Seal
4.	Technical Capability	The bidder must have executed at least one successful supply and installations of any Laboratory Equipment during last three financial years i.e. 2017-2018 to 2019-2020.	Copy of Work order
5.	Tax registration and clearance	The bidder should have a valid registered number of i. GST where his business is located ii. Income Tax / PAN/TIN	Copies of relevant certificates of registration issued by the competent authority.
6.	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court	A Self Certified letter as per Annexure XV



S. No.	Basic Requirement	Specific Requirements	Documents Required
		or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have been blacklisted by any Government RSPCB/PSU or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance. d) not have a conflict of interest in the procurement in question as specified in the bidding document. e) comply with the code of integrity as specified in the bidding document.	Self-Declaration
7.	Service Support Centre	Manufacture or its authorized dealer in India should have the service centre / workshop/competent service engineer for repairing of the same equipment.	Details / Undertaking for setting up Service Support Centres in India
8.	Mandatory Undertaking	Undertaking on 500/- Non Judicial Stamp Undertaking of Principal Manufacturer Authorization by Principal Manufacturer on his own letter head Undertaking of Self Declaration	Annexure – IV Annexure – IX Annexure – XII Annexure – XIII

- 2) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -
- The RSPCB shall disqualify a bidder as per the provisions under “Clause: Exclusion/ Disqualification of bids” as mentioned in terms and conditions of the bid.
 - The RSPCB may request a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder.
The RSPCB shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The RSPCB shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity. The bidder will be given one chance for demonstration of qualifications by intimating before 15 days.

3) SCOPE OF WORK, DELIVERABLES & TIMELINES

The selected bidder shall be required to supply, installation and commission ordered items and to provide maintenance and repair services during the comprehensive warranty period of three years for the each quoted instruments at the various delivery destinations (Central Laboratory and Regional Offices of RSPCB) as specified in ‘Annexure-V&VI’.

A.) Details of work



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

i. Installation, Commissioning and Maintenance

The installation and commissioning of the instruments is the entire responsibility of the supplier. It must be done either by the principal supplier or their authorized agents within 60 days from the date of purchase order. The supplier or their authorized agent should be in touch with the Central Laboratory of the Board to know the exact day of receipt of stores supplied/ dispatched by them.

- i. A period of 60 days will be allowed for delivery of equipment from the date of issue of purchase order in the case of Indian manufacturers/suppliers. In case of delay in delivery (including installation and commissioning) the liquidated damages will be levied from successful bidder as per clause no. 23 (d) of this document.
- ii. The bid shall be considered only for those instruments for which the rates have been specifically quoted. The Board further reserves the right to accept the Bid for all the instruments or some of the instruments for which the Bidder has quoted the Bid. The bidder should attach a separate list for the consumable/spares required for smooth operation of the instrument at least for five years (as optional items) and two copies of trouble shooting manuals, electric circuits etc. along with the bid.
- iii. Bidder has to provide training on operation and maintenance of the instrument/ equipment to Board Officials of respective Central and Regional laboratories without any additional charges. However, training for sophisticated instrument will be provided by the bidder as specified in respective technical specifications of the instrument.

B.) Activity, Deliverables & Timelines

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

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

S. No.	Milestone/ Phase	Deliverables	Timelines (T=Date of WO)
1.	Supply, installation and commissioning of quoted items and to provide maintenance and repair services.	a. Delivery Challan for quoted items b. Installation Report c. Warranty Certificates d. Calibration Certificates e. Operational Manual and Troubleshooting guide. f. List of consumables /spare parts.	T+60 days
2.	Hands on training for the officials of the State Board at the location of the instrument.	a. Provide training through experts	Within 15 days from installation of the instruments.

4) INSTRUCTION TO BIDDERS (ITB)

A.) Availability of Tender Documents

- i. The availability of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid.



The complete bidding document shall only be placed on the State Public Procurement Portal and e-Procurement portal.

- ii. E-bidding documents downloading by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

B.) Submission of Bid

- i. Bidder (authorized signatory) shall submit their offer online in Electronic formats both for technical and financial proposal. However, DD for Bid Fees, RISL processing Fees and Bid Security amount for instrument/equipments (As per Annexure-V) should be submitted physically at the office of Biding Authority as prescribed in Notice Inviting Bid and scanned copy of same should also be uploaded along with the technical Bid cover.
- ii. In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee as per timelines mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, Bid Security should be drawn in favour of M.S., R.S.P.C.B., Jaipur and the RISL Processing Fee should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- iii. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III as per Information Technology Act, 2000) using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency. i.e. TCS, Safecrypt, Noode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must be registered on <http://eproc.rajasthan.gov.in>.
- iv. Board will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well in advance so as to avoid 11th hour issues like slow internet speed, choking of web site due to heavy load or any other unforeseen problems/circumstances.
- v. Bidders are also advised to refer "Bidders Manual Kit" available at eproc website for further details about the e-Bidding process.
- vi. Training for the bidders on the usage of e-Biding System (e-Procurement) is also being arranged by DoIT&C on a regular basis. Bidders interested for training may contact e_Procurement Cell, DoIT&C for booking the training slot. Contact No. 0141-4022688 (Help desk 10 AM to 6 PM on all working days) E-mail eproc@rajasthan.gov.in.
- vii. Bid can be viewed on both website <http://eproc.rajasthan.gov.in>., <http://sppp.raj.nic.in>. and <http://www.environment.rajasthan.gov.in/> However, bid is to be submitted only through the website <http://eproc.rajasthan.gov.in>.
- viii. The Bid Document is non-transferable by the purchaser. The bid form in the bid document at Annexure - II will be used for technical bid. **EACH PAGE OF THE BID MUST BE DIGITALLY SIGNED BY THE BIDDER.** The price bid must be in the form provided herewith at Annexure - III.
- ix. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by English translation of its pertinent passages, in such case, for the purpose of interpretation of the bid, English translation shall govern. The check list for submission of bid is available at Annexure – X.
- x. The bidder is expected to examine all instructions, forms, terms and conditions and specifications mentioned in the bid document carefully. Failure to furnish all information required by the bid documents or submission of a bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in the rejection of its bid.



- xi. The Board at its discretion may extend the last date of submission of bid and opening of bids. The final authority for acceptance of a Bid will rest with the Member Secretary, Rajasthan State Pollution Control Board who does not bind himself to accept the lowest bid and may accept or reject any or all of the bids received without assigning any reason.
- xii. **Documents, literature, diagrams / leaflets, original catalogue of equipment and samples etc., enclosed/ upload with the bids shall become the property of the Board without any cost.**
- xiii. The prices should be quoted both in words and figures in Indian Rupees.
- xiv. At any time, prior to the deadline for submission of bids, the buyer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by an amendment.
- xv. The authorized Indian agent/Representative should have minimum One years continuous agency/ partnership/ joint venture/ participation or collaboration with their principal foreign supplier. The documentary proof of such agency / authorization/ MOU should be submitted along with the technical part. If the bid of the firm does not contain the proof of such nomination/authorization, Indian agent will be rejected.
- xvi. The list of instruments/equipments, their approximate quantity and point of delivery are given at Annexure-V and VI and the detailed specifications of the instrument are given in the technical Bid Format (Annexure-II). The quantity mentioned in the bid document may be increased or decreased at the discretion of the Competent Authority in the Board without assigning any reason.
- xvii. The items have to be supplied in standard packing. The supplier will be held liable for any damage, theft or loss during transit. The instruments are to be dispatched to the respective places directly and to be installed there, by the supplier under intimation to Central Laboratory, RSPCB Office at Jhalana Doongari, Institutional Area, Jaipur.
- xviii. The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good condition such loss and shortage found at the checking/inspection of the materials by the consignee. "No extra cost" on such account shall be admissible.
- xix. The Bidders are requested to quote the rates item-wise for each equipment on F.O.R. destination basis including total price of each instrument separately indicating the Govt. levies and other expenditure item-wise. The freight charges and insurance charges will be borne by the supplier in both cases of imported items and Indian goods. For indigenous items supplied by Indian firms, the rate should be F.O.R. Central /Regional laboratories of RSPCB. No C/D form will be issued by the Board for GST.
- xx. The Supplier should attach a copy of financial bid of the Instrument quoted (without cost / price figures) along with the technical bid to assess the item / components quoted in the bid. The bidder will give the undertaking (Annexure - IV) that he or his authorized dealer will service / repair the equipment during the warranty period of five years.

5) Pre-bid Meeting/ Clarifications

There will be pre-bid meeting if required.

6) Changes in the Bidding Document

- (a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.



- (b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- (c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- (d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:
Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

7) Period of Validity of Bids

- (a) The validity of Bid would be for a minimum period of 90 (Ninety) days from the date of opening of Technical Bids.
- (b) A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- (c) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- (d) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

8) Format and Signing of Bids

- (a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- (b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.**
- (c) A Single stage Twopart/ cover system shall be followed for the Bid: -
a. Technical Bid, including fee details, eligibility & technical documents.
b. Financial Bid
- (d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (in PDF format only)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (in PDF format only)
3.	Bid Security	Instrument/ Proof of submission (in PDF format only)
Eligibility Documents		
4.	Application form	As per Annexure-I (in PDF format only)
5.	Bidder's Authorisation Certificate	As per Annexure-XII (in PDF format only) along with copy of PoA/ Board resolution stating that



RAJASTHAN STATE POLLUTION CONTROL BOARD
4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur- 302004
Rajasthan
Phone: 0141-2711263, 2711807
Website: <http://www.rpcb.rajasthan.gov.in>,
email: member-secretary@rpcb.nic.in

		Auth. Signatory can sign the bid/ contract on behalf of the firm.
6.	All the documents mentioned in the “Eligibility Criteria”, in support of the eligibility	As per the format mentioned against the respective Pre-Qualification eligibility criteria clause (in PDF format only)
Technical Documents		
7.	Technical Bid form to be submitted by the Bidder along with product brochure of quoted make and model.	As per Annexure-II - A (in PDF format only)
8.	Certificate of Conformity/ No Deviation with respect to technical specifications compliance sheet for quoted instruments /items.	As per Annexure - II – B (in PDF format only)
9.	Declaration by Bidders	As per Annexure-XV – A to D (in PDF format only)
10.	Manufacturer’s Authorisation Form (MAF)	As per Annexure-XII (Indicative Format) (in PDF format only)
11.	Bidders undertaking	As per Annexure-IV) (in PDF format only)
12.	Undertaking on Authenticity of Equip. by manufacturer	As per Annexure-IX (in PDF format only)
13.	Components Offered + Technical specifications compliance sheet for all items only on Bidder’s Letter Head	As per Annexure-II (in PDF format only)
14.	Check List of Documents attached	As per Annexure-X (in PDF format only)

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

S. No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder’s letter head duly signed by authorized signatory as per Annexure-XIV (in PDF format only)
2.	Financial Bid - Format	As per BoQ (.XLS) format as per Annexure-III /available on e-Procurement portal.

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

(g) The financial bid should be submitted online in BoQ (in .XLS/.XLSX format only), otherwise financial bid will not be considered.

9) Cost & Language of Bidding

(a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



- (b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

10) Alternative/ Multiple Bids

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

11) Bid Security

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security and Declaration as per Finance (G&T) department circular dated 23.12.2020 as specified in the NIB.

- (a) Bid security instrument or receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- (b) The bid security is to be given in the form of demand draft.
- (c) The bid security as indicated in Bid document at Annexure - V must be submitted by the Bidder along with the Bid in the form of Demand Draft only drawn in favour of MEMBER SECRETARY, RAJASTHAN STATE POLLUTION CONTROL BOARD payable at Jaipur, Rajasthan (India). It should be in Indian Rupee. The Indian agent / representative should furnish an authorization letter (As per Annexure - XIII) from their foreign Principal supplier (if applicable) authorizing to deposit the bid security on their behalf.
- (d) **Exemption/ Partial Exemption From Payment of Bid Security**
(Exemption is applied on the basis of finance (G&T) department notification, GoR dated 13.08.2020) :-
- i. Bid Security will not be taken from the Undertakings, Corporations, Autonomous bodies, Registered Societies, Co-operative Societies which are controlled/ managed by Government, Govt. Undertakings and Companies of Union Government and Government of Rajasthan.
 - ii. In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
 - iii. Bid Security will be taken @ 0.25% (Half-percent) of the value of the quantity offered for supply by the S.S.I. Units of Rajasthan. They will furnish original or Photostat copy, duly attested by Gazetted Officer, of the Registration of SSI Unit issued by the Director of Industries in respect of the stores for which they are registered.
 - iv. Bid Security will be taken @ 0.5% of the value of the bid from the Sick Industries (other than S.S.I.). Sickness certificate issued by competent authority should be enclosed along with bid document.
- (e) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- (f) The bid security must remain valid forty five days beyond the original or extended validity period of the bid.
- (g) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.



- (h) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- (i) The bid security of unsuccessful bidders shall be refunded/ returned without any interest soon after final acceptance of successful bid and signing of Agreement and submitting performance security by successful bidder and In case of the successful bidder, the amount of bid security (without interest) may be adjusted in arriving at the amount of the Performance Security upon request of successful bidder , or refunded if the successful bidder furnishes the full amount of performance security.
- (j) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - i. when the bidder withdraws or modifies its bid after opening of bids;
 - ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - iv. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - v. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- (k) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- (l) No interest shall be payable on the bid security.
- (m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
 - i. the expiry of validity of bid security;
 - ii. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - iii. the cancellation of the procurement process; or
 - iv. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

12) Deadline for the submission of Bids

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

13) Withdrawal, Substitution, and Modification of Bids



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

14) Opening of Bid

- (a) The Bids shall be opened by the Bid Opening & Bid Evaluation Committee on the date and time mentioned in the notice inviting bid in the presence of the bidders or their authorised representatives who choose to be present.
- (b) The committee may co-opt experienced persons in the committee to conduct the process of Bid Opening.
- (c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name, e-mail, telephone number of corresponding bidders' name and address. The authority letter, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid Opening Committee with date and time of opening of the Bids.
- (d) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
 - ✓ bid is accompanied by bidding document fee, Bid Security and processing fee;
 - ✓ bid is valid for the period, specified in the bidding document;
 - ✓ bid is unconditional and the bidder has agreed to give the required performance security;
 - ✓ other conditions, as specified in the bidding document are fulfilled; and
 - ✓ Any other information which the committee may consider appropriate.
- (e) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and Bid Security.
- (f) The Bid would be regarded as turned down, if no award of contract has been obtained till the expiry of the Bid validity. No separate communication will be made in this regard.
- (g) In case of the date of submission and the date of opening of Bid is declared as Public Holiday, the Bid shall be submitted and opened on the next working day at the same time. **LATE AND DELAYED BIDS WILL NOT BE CONSIDERED.**

15) Clarification of Bids

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

16) Selection Method:

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



17) Evaluation & Tabulation of Technical Bids

(a) Determination of Responsiveness

- i. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- ii. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - a. “deviation” is a departure from the requirements specified in the bidding document;
 - b. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - c. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
- iii. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 - a. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - b. limits in any substantial way, inconsistent with the bidding documents, the procuring entity’s rights or the bidder’s obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- iv. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- v. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

(b) Non-material Non-conformities in Bids

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

(c) Technical Evaluation Criteria

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

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

(d) Tabulation of Technical Bids

- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.



- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- (e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- (f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

18) Evaluation & Tabulation of Financial Bids

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

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

19) Correction of Arithmetic Errors in Financial Bids

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

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.
- (d) If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security amount shall be forfeited.



20) Price/ purchase preference in evaluation

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

21) Negotiations

- (a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, negotiations shall be conducted.**
- (b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- (c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- (d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- (e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- (f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- (g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

22) Exclusion of Bids/ Disqualification

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



23) Lack of competition

- (a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
- a. the Bid is technically qualified;
 - b. the price quoted by the bidder is assessed to be reasonable;
 - c. the Bid is unconditional and complete in all respects;
 - d. there are no obvious indicators of cartelization amongst bidders; and
 - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document.
- (b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- (c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- (d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

24) Acceptance of the successful Bid and award of contract

- (a) The RSPCB after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- (b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- (c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- (d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- (e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- (f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- (g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned successful bidder by registered post or email and asked to execute an agreement on Rs 1000/- non-judicial stamp paper with all terms and condition mentioned in bid form at Annexure-VIII and deposit performance security equal to 10% of the amount of supply order to be supplied for which bids are accepted within 15 days from the date of dispatch of the letter by which the acceptance of the bid is communicated to the bidder.
- (h) The decision of the Member Secretary, RSPCB in this regard shall be final.**



- (i) The expenses of completing and stamping the agreement shall be paid by the bidder and bidder shall furnished free of charge with one executed stamped counter part of the agreement to State Board.
- (j) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

25) Information and publication of award

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

26) Procuring entity's right to accept or reject any or all Bids

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

27) Procuring Entity's Right To Vary Quantities (Repeat Order)

- (a) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decreases shall not exceed fifty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (b) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

28) Dividing Quantities Among More Than One Bidder At The Time Of Award

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

29) Performance Security

- (a) Prior to execution of agreement, Performance Security shall be solicited from all successful bidders.
- (b) Performance Security will be @ 2.5% (TWO POINT FIVE PERCENT) of the ordered value of the store (Goods/Instruments).
- (c) EXEMPTION/ PARTIAL EXEMPTION FROM PAYMENT OF PERFORMANCE SECURITY(Exemption is applied on the basis of finance (G&T) department, GoR notification dated 13.08.2020) :-
 - a. Performance Security will not be taken from the Undertakings, Corporations, Autonomous bodies, Registered Societies, Co-operative Societies which are controlled/ managed by Government, Govt. Undertakings and Companies of Union Government and Government of Rajasthan. However, a performance security declaration shall be taken from them.



- b. Performance Security will be taken @ 0.5% (Point Five-percent) of the amount of supply order to be supplied by the S.S.I. Units of Rajasthan. They will furnish original or Photostate copy, duly attested by Gazetted Officer, of the Registration of SSI Unit issued by the Director of Industries in respect of the stores for which they are registered.
 - c. Performance security will be taken @ 1% of the amount of supply order to be supplied by the Sick Industries (other than S.S.I.). Sickness certificate issued by competent authority should be enclosed along with bid document.
 - d. Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration in original from the Director of Industries or a Photostate copy or a copy thereof duly attested by any Gazetted Officer will be partially exempted from Performance Security and shall pay Performance Security at the rate of 1 % of the amount of supply order to be supplied.
- (d) Performance security shall be furnished in any one of the following forms: -
- i. Bank Draft or Banker's Cheque of a scheduled bank;
 - ii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - iii. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - iv. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- (e) No interest shall be payable on the PSD.
- (f) Performance security furnished in the form specified in clause [a.] to [d.] of (d) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- (g) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- i. When any terms and condition of the contract is breached.
 - ii. When the bidder fails to make complete supply satisfactorily.
 - iii. In case, the instrument supplied is found defective and not attended by the supplier /authorized agent.
 - iv. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
 - v. If the bidder failed to provide satisfactory services during warranty period.
- (h) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

30) Execution of agreement

- (a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of Intent is despatched to the bidder.
- (b) That successful bidder shall execute and sign an agreement on Rs 1000/- non-judicial stamp paper (to be purchase from anywhere in Rajasthan only)with all terms and condition mentioned in bid form at Annexure-VIII and deposit performance security equal to 10% of the amount of



supply order to be supplied for which bids are accepted within 15 days from the date of dispatch of the letter by which the acceptance of the bid is communicated to the bidder.

- (c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

31) Confidentiality

- (d) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
- a. impede enforcement of any law;
 - b. affect the security or strategic interests of India;
 - c. affect the intellectual property rights or legitimate commercial interests of bidders;
 - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- (e) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- (f) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- (g) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

32) Cancellation of procurement process

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



33) Code of Integrity for Bidders

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

34) Interference with Procurement Process

A bidder, who: -

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

35) Appeals

- (a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to



- such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
- a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- (b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- (c) If the officer designated under (a) above fails to dispose of the appeal filed under that subsection within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- (d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- (e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :
First Appellate Authority: Member Secretary, RSPCB, Jaipur.
Second Appellate Authority: Chairperson, , RSPCB, Jaipur.
- (f) Form of Appeal:
- a. Every appeal under (a) and (c) above shall be as per Annexure-XVII along with as many copies as there are respondents in the appeal under the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013. The appeal will be settled as per the terms and condition of bid document with the provisions of Rajasthan Transparency in Public Procurement Act, 2012 and Rules their upon 2013 and amendment time to time will be applicable.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- (g) Fee for Appeal: Fee for filing appeal:
- a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - b. The fee shall be paid in the form of bank demand draft or banker’s cheque of a Scheduled Bank payable in the name of First Appellate Authority concerned.
- (h) Procedure for disposal of appeal:
- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.



- c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- (i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

36) Stay of procurement proceedings

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

37) Vexatious Appeals & Complaints

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

38) Offenses by Firms/ Companies

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

39) Debarment from Bidding

- (a) A bidder shall be debarred by the RSPCB if he has been convicted of an offence :-
 - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of RSPCB for a period not exceeding three years commencing from the date on which he was debarred.



- (c) If RSPCB finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.
- (d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- (e) The RSPCB or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

40) Monitoring of Contract

- (a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- (b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder’s premises where the work is being completed may be inspected.
- (c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- (d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- (e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder’s receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- (f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

41) GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

1. Definitions

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

- a) “Contract” means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) “Day” means a calendar day.
- e) “Delivery” means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) “Completion” means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.



- g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) “Purchaser” means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) “Supplier/ Successful or Selected bidder” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- l) “The Site” where applicable, means the designated project place(s) named in the bidding document.

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

2. Contract Documents

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

3. Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in



the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5. Eligible Goods and Related Services

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

6. Notices

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

7. Governing Law

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

8. Scope of Supply

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

9. Delivery & Installation

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.



- d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

10. Supplier's/ Selected Bidder's Responsibilities

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

11. Contract Price

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

12. Recoveries from Supplier/ Selected Bidder

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

13. Taxes & Duties

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

14. Copyright

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Supplier/ Selected Bidder, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

15. Confidential Information

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



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

16. Sub-contracting

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

17. Specifications and Standards

- a) All Instruments/articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings
 - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those



specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

- d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

18. Packing and Documents

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

19. Insurance

- a) The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b) The goods will be delivered at the FOR destination in perfect condition.
- c) Successful bidder shall be responsible during entire contract period to take care of any loss or injury due to accident caused by any equipment installed by the successful bidder and shall be solely responsible for paying all kinds of compensation and damages due to loss of life or property and would be responsible for any civil or criminal case arising there from.

20. Injury and Damage

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

21. Transportation

- a) The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such



loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

- b) All goods must be sent freight paid through Railways or goods transport.

22. Inspection

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

23. Rejection

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

24. Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.
- i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
- ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent



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

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

25. Authenticity of Equipment

- a) The selected bidder shall certify (as per Annexure-II) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Member Secretary, RSPCB in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Member Secretary, RSPCB, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Member Secretary, RSPCB in that behalf under this contract or otherwise.



- c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

26. Warranty

- a) The bidder must supply all items with **comprehensive warranty valid for Three Years (36 months)** starting from the date of successful commissioning of the instrument. The bidder must supply all items with comprehensive warranty valid for 36 months after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.
- b) **ANNUAL MAINTENANCE CONTRACT:**
The bidder should quote the charges for annual maintenance contract with price Bid for next five years after completion of three years comprehensive warranty period for the instrument (Guidelines for AMC in Annexure XVII).
- c) At the time of goods delivery, the selected bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support (AMC) for the prescribed period of five years.
- d) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. Under this warranty, upon the receipt of such notice, supplier / agent shall, within the three working days/ specified time, repair /replace the defective instrument or spare parts thereof at the ultimate destination from the date of issue of request letter for repairing. The selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser. The supplier/agent shall take over the replaced parts/goods, in the event of any correction of defects or replacement of defective material. In such cases, the warranty for the corrected/replaced materials shall be extended to the left over period of warranty.
- e) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing/replacement of the supplied goods.
- f) The comprehensive warranty includes maintenance of equipments including spare parts etc. except consumables.
- g) **Calibration:-** During warranty period, supplier is required to provide calibration certificate without any cost.

27. Royalty and patent, Patent Indemnity

- a) The Supplier shall pay all royalties and licenses fee for the use of any patented item, whether it may be an invention, method, arrangement, article, process or appliance used in connection with the performance of the Contract. The supplier shall indemnify and save harmless the Board against any and all costs, damages and expenses of any nature or kind whatsoever which may arise out of or result from a claim by any person, firm or corporation that the manufacture, purchase, use of sale of any of the inventions, methods, arrangements, articles processes or appliances used in connection with the performance of this Contract infringes any patent of such other rights. The Supplier shall, at the request of the Board, defend the Board against any suit brought to enforce any such claim at the Suppliers expense.
- b) In case any such patented item used on or in conjunction with the Works is in suit held to constitute and infringement of its use enjoined, the supplier shall either secure for the Board the right to continue using the said item by suspension of the enjoinder, by procuring for the



- Board a license or otherwise, or will replace such items with a non-infringing item or modify it, so that it becomes non-infringing or with the Boards approval remove the said enjoined item and refund to the Board the sums paid thereof.
- c) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (d) below, 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: -
- (i) the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
 - (ii) the sale in any country of the products produced by the Goods.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.
- d) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder 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 claim.
- e) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- f) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.

28. Limitation of Liability

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

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

"**Wilful Misconduct**" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful



consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

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

29. Force Majeure

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

30. Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

31. Termination

a) Termination for Default

- i. The tender sanctioning authority of RSPCB may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RSPCB; or
 - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or



- c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If RSPCB terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

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

c) Termination for Convenience

- i. RSPCB, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

32. Settlement of Disputes, Arbitration

- (a) All disputes or difference arising out of or in connection with the contract and supply of any item/equipment assigned under the same (whether during the progress of the works or after their completion, determination, abandonment or breach of the contract) shall be settled by the Chairperson, Rajasthan State Pollution Control Board in accordance with the Arbitration and Conciliation Act, 1996. The arbitrators appointed by the Chairperson, Rajasthan State Pollution Control Board. The Chairperson, Rajasthan State Pollution Control Board, Jaipur shall appoint a sole arbitrator. The decision of the sole arbitrator shall be final and binding on both the parties. It will not be an objection to any such appointment that the arbitrator is the Government servant and had any interest in the Board or the contract entered into directly or indirectly. In all cases, the arbitrator shall state his decision in writing. Arbitration proceedings shall be held at Jaipur, Rajasthan (India) and the language of arbitration proceeding and that all documents and communications between the parties shall be in English.
- (b) It is a term of the contract that the party invoking the dispute shall specify the dispute or disputes to be referred to the arbitrator under this clause together with the amount or amount claimed in respect of each such dispute.
- (c) It is also a term of the contract that if the supplier (s) do not make any demand in respect of any claim (s) or dispute in writing within 90 days of submission of the final bill for payment, the claim of the supplier will be deemed to have been waived and absolutely barred and the Board will discharged and released of all liabilities under the contract in respect of these claims.



33. LAWS AND REGULATIONS

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

34. EFFECTIVENESS

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

C) SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) **Payment Terms and Schedule**

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

S. No.	Milestone/ Phase	Deliverables	Timelines	Payable Amount
1	Satisfactory delivery, installation & commissioning of the instrument.	i. Delivery of the instrument. ii. Installation of the instrument. iii. Commissioning of the instrument. iv. Training of the State Board officials.	T+60 days for commissioning of the instrument. 15 days for training after date of commissioning. (T=Date of work order)	90% of the total payment will be released
2	Performance during warranty period of the instrument.	i. Onsite support/ service/ maintenance of the instrument. ii. Satisfactory performance report by the Authroized Person of the RSPCB.	Yearly for a period of three (3) years.	In equated installments of remaining 10% amount i.e. 33.33% per year shall be released.

Note:

- a) The **comprehensive warranty shall be valid for three years (36 monts)** starting from the date of successful commissioning of the instrument



- b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing.
- c) Due payments shall be made promptly by the purchaser, generally within thirty (30 Days) days after submission of an invoice or request for payment by the supplier/ selected bidder/authorized partner, and the purchaser has accepted it. Payment may be delayed due to unforeseen circumstances.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder/authorized partner.
- f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- h) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- i) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.

2) Service Level Standards/ Requirements/ Agreement

a) Service level requirements

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

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



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Rajasthan
Phone: 0141-2711263, 2711807
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In case the supplier fails to rectify the defect(s) within 15 calendar days, it may be considered as breach of contract. Maximum applicable penalty shall be 10% of the agreed yearly value.

ANNEXURE-I

No. RSPCB/LAB/INSTRUMENTS/2020-2021/02

Dated

APPLICATION FORM (To be filled by the bidder)

1.	Name and full address of the Bidder including Telephone no., Mobile No., E-mail address and Fax No.	
2.	Name, designation and full address of the Head of the Firm /Supplier including Telephone no., Mobile No., E-mail address and Fax No.	
3.	In case the supplier is located out of Rajasthan; specify the authorized Distributor's or Agent's Address, if any.	
4.	Name, Designation, Address Telephone & Fax Numbers of the Authorized Person who may be Contacted during the process of the purchase concerned under this document(Applicable for all the suppliers)	
5.	Name of the Instrument Number(s) quoted for	
6.1	Whether Bid Security Deposited	Yes / No
6.2	If yes (Amount: in Rs.) Demand Draft No, Date, and Name of Issuing Bank	
7	Details of Bid fee Rs 1000/- Details- DDNo. _____ ReceiptNo _____, Date _____ and Name of Issuing Bank & Branch	
8	Details of Processing fee Rs 1000/- Details- DDNo. _____ ReceiptNo _____, Date _____ and Name of Issuing Bank & Branch	
9	Income Tax Clearance Certificate attached (Latest) with PAN Number	Yes or No

All the general terms and conditions of the bid documents have been read carefully and are accepted.

Place:

Date :

Legally Binding Signature with stamp



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BID FORM FOR TECHNICAL BID

ANNEXURE-II- A

(Please do not write the Price)

Details showing specifications and other details of the equipment offered)

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

Instruments Name	Specification specified by the Board		Remarks, if any
	Particular /Criteria	Requirement	
A	B1	B2	C
1. Analytical Balance	Capacity	At least 200 gm or more	
	Readability	0. 1mg in full range or better	
	Tarring Facility	Entire range	
	Repeatability	±0.1mg	
	Display	Digital touch screen display	
	Calibration Adjustment	Should have internal calibration facility with an internal adjustment weight and provision for external calibration. Calibration mode- automatic time and temperature controlled in built adjustment	
	Linearity	±0. 2mg in full scale	
	Printing Port	Built in RS 232 Interface/ USB port for printer/ computer	
	Settling Time	< 5 Sec	
	Weighing Pan	90 mm Dia. (approx)	
	Draft Shield	Manual Glass draft shield	
	Level Control	Level control with warning signal	
	Protection	Password protection	
	Power Supply	Should operate on 230 ± 10 volts, 50 Hz, AC	
Calibration Weight Box	Standard calibration weight set 1mg to 200gm of E2 Class traceable to National / International Standards with certificate (only one set for all Balances)		
Warranty	Comprehensive warranty of 36 months from date of installation.		
Other Requirements	(i) To be supplied complete with dust cover, Operation & Service Manual (Two set), (ii) Manufacturer should provide calibration certificate. Calibration of the equipment shall also be ensured during warranty.		
2. COD Digester With Air	Capacity	15 Samples at a time	
	Construction	Should be compact and made of SS and should have 15 holes to take reaction	



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Instruments Name	Specification specified by the Board		Remarks, if any
	Particular /Criteria	Requirement	
A	B1	B2	C
Condensers		vessels, cooling tray and an air cooler stand for 15 air coolers and stand for 15 reaction vessels. The capacity of glass vessels should be 200ml. Air Condenser 700 mm height.	
	Temperature	250°C ±1 ⁰ C (uniform heating)	
	Temperature controller	Digital PID temperature cum controller with built in timer for temperatures up to 250°C	
	Timer	Integrated Programmable time with digital display of set value and process value. Programmable countdown timer in HH:MM up to 99 hours 59 minutes with 2 hours adjustable timer with buzzer	
	Sample size	20 ml (Total volume 60 ml with reagent)	
	Safety features	Auto alarm /Buzzer for user's attention, Auto power off mode on completion of COD digestion, Automatic safety features like auto over temperature protection,	
	Glassware	15 reaction vessels along with air condensers. (Should be made of standard quality Borosilicate glass). Additional 15 reaction vessels and 15 Air condensers should also be supplied.	
	Accessories	1. SS holder for glassware handling along with FRP water tank 2. Aluminium stand for reaction vessels 3. Aluminium stand for air condensers 3.Cooling Tray 5. Standard Toolkit and Manual	
	Display board	Digital LCD display with big visible fonts with date & time	
	Power Requirement	230 V/50Hz AC mains.	
	Certificate	Temperature controller to be certified by a NABL recognized Laboratory.	
	Warranty	Comprehensive warranty of 36 months from date of installation.	
3. Conductivity Meter (Bench Top Model)	Mode	Conductivity, Temperature, Salinity, TDS	
	Display	LCD, Simultaneous display of Temperature	
	Control	Microprocessor with all functions automatically.	



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Instruments Name	Specification specified by the Board		Remarks, if any
	Particular /Criteria	Requirement	
A	B1	B2	C
	Conductivity Range	1 micro Siemens/cm to 100 mili Siemens/cm	
	Resolutions	0.01 micro Siemens	
	Accuracy	± 0.5 %	
	Temperature Range	0.0 to 50 °C	
	Temperature Accuracy	±0.1 °C	
	Resolution	0.1°C	
	Auto Read	Automatic/manual selectable	
	Reference Temperature	Factory set at 25 °C	
	Calibration	Up to 3 point with 0.01 mol. KCl upto 3 digits	
	Cell constants	Theoretically 1.0 (Provided with NIST traceable certificate)	
	Salinity Range	0.0 to 40% in direct display.	
	TDS Range	0 to 10000 mg/l	
	Power Supply	230 ± 10Volts / 50Hz Ac/ Battery operated	
	Warranty	Comprehensive warranty of Five years from date of installation on instrument & 1 year on electrodes.	
	Splash Proof Housing	Yes	
	Calibration Protocol	Yes	
	USB Port	Yes	
	Alarm Functions	Yes	
	Calibration	The Conductivity meter should be calibrated from NABL accredited laboratory. Calibration of the equipment shall also be ensured during warranty.	
	Warranty	Comprehensive warranty of 36 months from date of installation.	
	Accessories :- <ul style="list-style-type: none"> ➤ To be supplied complete with carrying case, Electrode, Electrode stand, Operation & service Manual (Two set). ➤ NIST traceable reference solution 1000 uS/cm, 1413 uS/cm, 12.9 mS/cm with CRM Certificate 		
4. Digital Portable Barometer	Features:	Portable High Accuracy Barometer. Measures the actual barometric pressure.	
	Working temperature:	0°C to 60°C (32°F to 140°F).	
	Data field:	8 to 17 psi (~560 to 1170)	
	Accuracy:	3 hPa	
	Resolution	0.1 hPa	
	Conditions for the accuracy	100 to 900 m height. Normal battery voltage.	
	Altitude	Displayed in feet or meters	



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Instruments Name	Specification specified by the Board		Remarks, if any
	Particular /Criteria	Requirement	
A	B1	B2	C
	Operating Modes	Local pressure, sea level pressure from user set height, altitude from user set datum	
	Display	LCD with white LCD backlight. Stopwatch/time of day clock	
	Calibration interval	180 days	
	Calibration adjustment	Zero and Span may be reset without affecting linearity.	
	Pressure units	mm Hg, PSI, in Hg, mbar, bar, kPa,	
	RESET:	Resets the memory. The height must be set again.	
	Process Features	Min/Max capture, leak test, damping rates, auto shutoff	
	Battery life	24 hr	
	Certificate	Supplied with Calibration Certificate Traceable to NIST	
	Communications	RS-232	
	Warranty	Comprehensive warranty of 36 months from date of installation.	
Supplied all required accessories for measuring. Pressure port: Clean, dry, non-corrosive, non-combustible, non-oxidizing gases for all rated ranges.			
5. Dissolved Oxygen (D.O.) Meter	Microprocessor controlled Water tight, impact resistant and corrosion resistant housing. Mains (230 ± 10 volts/50 Hz AC) through charging transformer and rechargeable battery operated, Built-in storage pocket for Dissolved Oxygen cell, stand / carrying handle and shoulder strap.		
	Control	Microprocessor with functions automatically controlled	
	Modes	mg/l- % - °C	
	Dissolved Oxygen Concentration	0.0 to 50 mg/liter, % saturation 0 to 600 %	
	Accuracy	0.5% ±2 digit of measuring value(0.01 level)	
	Temperature compensation	0 to 50 °C	
	Salinity correction	0 to 40% salinity	
	Atmospheric Correction pressure	Automatically by integrated pressure sensor	
	Temperature Measurement range	0 to at least 50 °C	
	Auto Read	Automatic / Manual selectable	
Ambient Temperature	Up to 50 °C		
Calibration	Should be automatic and precise in water vapor saturated air/ in water, saturated with oxygen.		



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Instruments Name	Specification specified by the Board		Remarks, if any
	Particular /Criteria	Requirement	
A	B1	B2	C
	Calibration memory	Current calibration recallable	
	Display	LCD graphic display	
	Data memory	Manual 200	
	Data logger	Manual 200	
	Power supply	4 x 1.5 V rechargeable batteries	
	Protection Type	IP66/ IP 67	
	Shock Proof	Yes	
	UV Light & Dust Resistant	Yes	
	Rubber Armouring	Yes	
	Internal Diagnostics	Yes	
	Simultaneous Temperature Display	Yes	
	Sensor Validation	Yes	
	Warranty	Comprehensive warranty of 36 months from date of installation.	
	Electrode Specifications:- Should be membrane covered amperometric Oxygen Luminescence / Fluorescence Electrode /suitable for the measurement of DO up to 2 m depths / should be zero current free and pressure resistant. Equipped with protective hood for rough conditions, Rapid Response, Membrane leakage monitoring.		
Accessories : System should be complete in all respect for Dissolved Oxygen measurement and should be provided with funnel set, stirring accessory, fixing ring, operational manual, dust cover, power cable, At least 5 meter electrode cord AC charger for batteries (230 ± 10 volts/50 Hz AC) and Should be provided with calibration and maintenance kit and storage holder.			
6. Filtration Assembly (Suction Pump For Suspended Solids)	Material	Stainless steel lid, funnel, base, clamp and filter support of SS perforated filter mesh with 6 place manifold	
	Filter diameter	47 mm	
	Filtration area	12.5 cm ²	
	Funnel	Stainless steel, 47mm dia with 650 ml(minimum) Capacity.	
	Suction flask cup	2.0 litre	
	Connections	Outer diameter of base outlet 10mm.	
	Operating pressure	Vacuum only	
	Tube	Silicon tube of 2 meter length	
	VACUUM PUMP	Requirement:-	
	Type	Single phase motor with IP 44 type of protection, with carrying handle and sturdy rubber feet	
Vacuum	Should be adequate for smooth filtration of water/waste water. The pump should be		



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Instruments Name	Specification specified by the Board		Remarks, if any
	Particular /Criteria	Requirement	
A	B1	B2	C
		an oil free pump/diaphragm with continuous heavy duty type.	
	Flow rate/ rating	15 LPM (or more)/ 0.12 KW or 1/16 HP	
	Supply voltage	230=10VOLTS,50 Hz, Single phase AC	
	Ambient temperature	45°C (Maximum)	
	Warranty	Comprehensive warranty of 36 months from date of installation..	
	The Assembly should be complete with perforated Neoprene stopper, 2 nos. suction flask of 2 liter capacity, Vacuum hose pipes, stainless steel forceps, power cord with plug and toggle switch, and operating manual with standard tool kit.		
7. Flame Photometer	Description	System for the measurement of Sodium and Potassium in water and waste water samples, using the technique of flame emission photometry, comprising of an aspirator unit, oil free compressor, burner unit, filters and photo detector.	
	Measuring Range	Sodium - 0 to 100 mg/lit Potassium - 0 to 100 mg/lit	
	Accuracy & Reproducibility	± 2 %	
	Minimum Detection limit	Sodium – 0.2 mg/lit Potassium – 0.2 mg/lit	
	Detector	Photo conductive cell	
	Ignition System	Auto Ignition	
	Gas cut-off	Automatic	
	Display	4 lines alphanumeric LCD readout with record for date & time	
	Operating air pressure	0.45 kg/cm ²	
	Filters	Filters for Sodium, Potassium should be inbuilt	
	Output	RS 232 interface, with printer post facility for hard copy.	
	Power requirement	230 ± 10V, 50 Hz AC	
	Air Compressor	Oil free air compressor, built in air regulator and air filter to provide stable moisture free air supply	
Warranty	Comprehensive warranty of 36 months from date of installation.		
Other Requirements	To be supplied with dust cover, operating manual, Calibration Standards required (Sodium Standard 1000 mg/lit (CRM) & Potassium Standard 1000 mg/lit (CRM))		
8. Global	The Global Positioning system should indicate and record the exact locations / points visited with a date-wise folder. GPS With latest version		



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Instruments Name	Specification specified by the Board		Remarks, if any
	Particular /Criteria	Requirement	
A	B1	B2	C
Positioning System (GPS)	software for data processing compatible with latest window operating system in Computer.		
	Operating temperature	- 2°C to 50°C	
	System features	System should be so designed as to cover entire country (India). India's & World base map showing geographical boundaries should be in built with system and could support Multiple Indian Languages such as Hindi other than English.	
	Location accuracy	< 10 meters.	
	Data storage and display	Store and Digital Display Real Time positions in the portable device itself through secure digital SD card as well as in the Server and represent on the Indian Map. Adequate Digital Data storage to enable GPS receivers to draw contour maps, plot the outré, Mark points of interest etc.	
	Memory & Antenna	Built-in flash memory & multi directional Antenna	
	Recording parameters	Time, Date, Location, Speed Heading, Latitude, Longitude and Altitude.	
	Battery	Up to 12 hr life, should be chargeable with charger	
	Weight	<200 gms. with batteries	
	Waterproof:	Yes	
	Floats	Yes	
	High-sensitivity receiver	Yes	
	Interface	High-speed USB and NMEA 0183 compatible	
Warranty	Comprehensive warranty of 36 months from date of installation.		
Other Condition	1. The instrument and all its sub units should operate on 230 ± 10 volts 50 Hz power supply. 2. All the operation and maintenance manuals, circuit diagrams, application notes and application software to be supplied should be in English language. 3. The supplier / manufacturer should have Indian Facility to provide after sales service. 4. The main unit and all the sub units of the instrument should be serviced by the		



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Instruments Name	Specification specified by the Board		Remarks, if any
	Particular /Criteria	Requirement	
A	B1	B2	C
		Indian representative of supplier.	
9. Multi Parameter Water Quality Analyzer	A microprocessor based water analysis kit in a sturdy brief case capable of measuring pH/ conductivity/ Salinity, DO, Temperature. The equipment should have LCD display and it could be operated on battery and mains at 220 ± 10 volts 50 Hz with minimum 3 meter cable length or more of DO probe. Waterproof Handheld, protection for meter (IP67) and probe (IP68). Meter to accept both alkaline and rechargeable batteries.		
	pH		
	Range	0.00 to 14.00 pH	
	Resolution	0.01 pH	
	Accuracy	± 0.01 pH	
	Calibration	3 point	
	Sensor	Glass Combination Electrode or any other standard principle or operation	
	Temp. Compensation	Auto & Manual	
	Conductivity		
	Range	0 - 100 mS/cm or better	
	Resolution	0.1 µS/cm to 1 mS/cm or better (based on measuring range)	
	Accuracy	±2 % FS	
	Calibration	3 point	
	Sensor	Conductivity cells (0.1 to 5.0 CC) or any other standard principle or operation	
	Temp. Compensation	Auto & Manual	
	Salinity		
	Range	0 to 40 ppt	
	Resolution	0.1 ppt	
	Accuracy	± 2 of FS ± 1 digit	
	Sensor	Conductivity Cell (0.1 to 5.0 CC) or any other standard principle or operation	
	Temp. Compensation	Auto & Manual	
	Dissolved Oxygen		
	Range	0 to 20 ppm	
	Resolution	0.1 ppm	
	Accuracy	± 1 of FS /± 0.1	
	Sensor	Luminescence based Dissolved Oxygen sensor or any other standard principle or operation	
	Temp. Compensation	Auto & Manual	
	Temperature		
Range	- 5.0 to 100° C ± 1° C		
Resolution	0.10 C		
Accuracy	± 0.5° C ± 1digit		



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Instruments Name	Specification specified by the Board		Remarks, if any
	Particular /Criteria	Requirement	
A	B1	B2	C
	Sensor	PT100	
	Warranty	Comprehensive warranty of 36 months from date of installation.	
	Accessories	Main portable pH/Conductivity/D.O. Meter with pH/ATC probe with 3 meter cable length; Conductivity cell with 3 meter cable length; D.O. probe with 3 meter cable length with calibration kit; pH buffers; electrode storage solution, Conductivity Standard; Rinse Solution; Protective armour with probe holders; Hard carrying case and batteries(installed)	
10. Noise Level Meter (Type one)	Measurement Range	Should cover 20 - 140 dBA.	
	Frequency Weighting	A, C and Z, Linear , Octave and 1/3rd octave	
	Accuracy	Min. IEC 61672, ANSI S 1.4, IEC 61260	
	Resolution	0.1 dB over Full Range	
	Display	Colour LCD or LED having contrast to be read in bright day light	
	Error Indicator	Overload & under range indication	
	Time Weighting	Switchable to different time intervals i.e. 1/8 Sec.,1 Sec., 10 Sec, slow, fast and impulse	
	Power Supply	Rechargeable Battery suitable for minimum 8 hours logging	
	Computer Interface	Data logging system with USB Port	
	Calibration	Automatic calibration, Calibration of the equipment shall also be ensured during warranty.	
	Temperature	0°C to 55°C	
	Location Identifying facility	In-built GPS facility to be provided in the Sound Level Meter	
	Details of Software	Digital Leq. SPL, Lmax and Lmin over a programmable range.	
	Internal clock for date & time	Facility shall be available with the meter	
	Memory :	Sufficient memory to store at least 8 hrs. Data for all parameters given in modes and octave band analysis /8 GB memory card.	
	Warranty	Octave Band Filter should be provided Comprehensive warranty of 36 months from date of installation.	
	Accessories Required		
I	Calibrator		



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Instruments Name	Specification specified by the Board		Remarks, if any
	Particular /Criteria	Requirement	
A	B1	B2	C
		(see specification)	
	II	Microphone – 2 nos., one with equipment and one additional (see specifications)	
	III	Tripod Stand – 1 no	
	IV	Wind Screen (two nos.)	
	V	Batteries as required	
	VI	Carrying Case or Kit	
	VII	Extension Cable with Pre Amplifier, Cable length 10 meters.	
	VIII	Operation and Maintenance Manual (Two set)	
	Specifications of Accessories		
	I. Calibrator		
	Level (dB)	: Two – one each in lower and higher range	
	Frequency	: 1 kHz	
	Accuracy	: ± 0.3 dB at 25 ⁰ C	
	Adaptors	: 25 mm, 12.5 mm, 6.25 mm	
	II. Microphone		
	Operating Temperature : 0 to 55 ⁰ C	0 to 55 ⁰ C	
	Range	20-140 dB (A)	
	III. Data Logger:- Summary data & time history, Max., Minimum, Peak, Ln,(14 independent statistical Ln value) Leq, data logged Communications with data logger should be possible using a standard USB Port cable along with compatible modems in order to provide communication facilities (Radio/Telephone). Compatible software supplied with the data logger shall be able to handle all communication requirements.		
	IV. Further details/information required		
	i. Leq in bytes		
	ii. Built in memory in bytes		
	iii. In built data logger		
	iv. Details of software, in-built/spread sheet		
	v. Whether octave provided or not, If yes; its range		
	vi. Whether the software has facility for:-		
	(a) Retrieval Of short (1 sec) leq elements		
	(b) Retrieval Of short (1 sec) leq elements		
	vii. Calibration certificate of instrument and calibrator should be provided by bidder.		
11. Orsat Gas Apparatus	The apparatus used for flue gas (O ₂ , CO ₂ & CO)		
	Orsat apparatus consists of a burette with 3 absorption pipettes.		
	Each pipette is controlled by separate glass stopcocks and all together with one.		
	In a hardwood carrying case with removable front and back panels.		
	One sample collecting bottle connected with Silicon Tubing.		



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Instruments Name	Specification specified by the Board		Remarks, if any
	Particular /Criteria	Requirement	
A	B1	B2	C
	Provision of opening from both sides.		
	Warranty: Comprehensive warranty of 36 months from date of installation.		
12. pH Meter Bench Top	Microprocessor based bench top pH meter for routine measurement of pH / mV & temperature with having dual power operating facilities (230 ± 10 V online power and 9 V rechargeable batteries) or mains operation and large multifunction digital display, automatic temperature compensation, and parallel temperature display, 5 - point calibration system in a set including gel filled pH combined electrode with inbuilt temperature sensor. The equipment should be water proof, light weight and portable with all accessories, standards (NIST Traceable) etc.		
	pH Range	0.0 0 to14.00 pH	
	Resolution	0.01 pH	
	Accuracy	± 0.01 pH	
	Calibration	Automatic 5 points calibration in full range	
	mV Range	± 1999	
	Resolution	0.1 mV	
	Accuracy	± 0.1 mV	
	Temperature Range	0-50°C	
	Resolution	0.1 °C	
	Accuracy	± 0.1 °C	
	Temp. Compensation	Automatic	
	Reference Temperature	Selectable between 20 & 25°C	
	Power Supply	9V rechargeable batteries & online for 230 ± 10 V AC	
	Protection Type	IP66/IP 67	
	Internal Diagnostics / Self Test Facility	Yes	
	Splash Proof Housing	Yes	
	Display	LCD, Display of the condition of electrode with warning display	
	Simultaneous Temperature & pH Display	Simultaneous display of Temperature and pH	
	Membrane Keyboard with pressure defined points	Yes	
	USB Port	RS232C Interface to attach the normal printer / PC.	
Sensor Validation	Yes		
Combined Electrode Specifications	Combined (glass/reference), composed of epoxy, Ag/AgCl		
Reference Electrolyte	One year replacement warranty		
Temperature Sensor	Built in NTC		
Electrode Maintenance	Suitable electrode filling solution for at		



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Instruments Name	Specification specified by the Board		Remarks, if any
	Particular /Criteria	Requirement	
A	B1	B2	C
	solution	least 2 years hassle free operation	
	Warranty	Comprehensive warranty of 36 months from date of installation.	
	Accessories :		
	One Extra Electrode Power cord, Operation and service manual (2 copies each), Electrode stand (preferentially Flexible) Beakers for calibration etc.		
	NIST traceable Standard buffers (CRM) for 5 point calibration.		
	Calibration certificate will be provided by the manufacturer.		
13. Portable Petrol Engine Generator (3 KVA)	Small handy generators for mobile operation with petrol engine, low noise, electronic ignition. Control panel fitted onto the set. Automatic shutdown on low oil level.		
	Use	For laboratory (field Monitoring)	
	Maximum Output VA	3000 VA	
	Rated Power Output at 220v/50 Hz	2800 VA	
	Engine Type	Single Cylinder Air - Cooled	
	Starting System	Self Start	
	Fuel Type	Petrol	
	Engine Control panel Display	i-monitor Equipped	
	Fuel Tank Capacity	12 L	
	Fuel Consumption	0.75 to 1.5 lit/hr	
	Noise Level (1M)	<75 dBA	
	Output Type	AC Single Phase	
	AC circuit Protection Device	Yes	
	Oil Alert System	Yes	
	Cooling Fan Indicator	Yes	
	Fule Level Guage	Yes	
	Overload Protection (NFB)	Yes	
	Costar Wheels	Yes	
	Weight	< 65kg	
	Warranty	Comprehensive warranty of 36 months from date of installation.	
Complete set of operating manuals			
14. Specific Ion Meter (Ion Analyzer)	Ion Concentration measurement	Range: 0.001-19900 ppb / ppm	
		Resolution: 1 count	
		Accuracy: ± 0.5%	
	Temperature Measurement	Up to 5 point calibration	
		Range: 0 °C to +140 °C	
		Resolution: 0.1 °C	
	Accuracy : ± 1.0 °C		



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Instruments Name	Specification specified by the Board		Remarks, if any
	Particular /Criteria	Requirement	
A	B1	B2	C
	Mili Volt Range	± 1500	
		0.1Mv	
		± 2.0 mV or ± 0.05%	
	Timer	Date and time can be called up and recorded any time	
	Ready	Indication of stable value reached	
	Drift	<50 micro volt / °C	
	Display	Graphic LCD backlit display and feather touch keys.	
	Printer / Computer connectivity	Should have USB Port for attachment of Printer/ Computer.	
	Power Supply	9 Volt Line adapter for 230 ± 10 volts, 50 Hz, AC	
	Ambient conditions	Equipment shall be suitable for operation in ambient temperature i.e. 0-50°C and relative humidity of 2-98%.	
	Ion Selective Electrodes	Ion selective electrodes with standard electrolyte solution for measurement of Fluoride, Chloride, Sulphide, Nitrate, and Ammonia with at least one years of shelf life	
	Spares and consumables	Should be supplied for two years trouble free operation.	
	Electrodes (Epoxy body combined solid state) & calibration standards		
	Fluoride electrode suitable for range of 0.02 ppm to saturation		
	Chloride electrode suitable for range of 1.80 to 19900 ppm or more		
	Nitrate electrode Combined liquid membrane, suitable for range of 0.1 to 14,000 ppm as N.		
	Ammonia electrode Combined high performance Gas sensing, suitable for range of 0.01 to 17000 ppm.		
	Sulphide electrode capable to measure Sulphide 0-100 ppm		
	All electrodes should be supplied along with (60 ml X 5 nos. of each) Reference Electrode fill solution		
	Standard solutions NIST certified 500ml for Fluoride, Chloride, Sulphide, Nitrate, and Ammonia		
	Warranty	Comprehensive warranty of 36 months from date of installation and one year warranty on each electrode.	
	Accessories		
	Should be supplied with Power cord, Dust cover, connecting cable, Power adapter, Operational Manual (Two Copies of each), Electrode Stand (Flexible) Beakers for Calibration.		
15. Turbidity	Should be laboratory bench top turbidity meter, corrosion resistant and suitable for measurements even for colour samples with Auto shut off.		



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Instruments Name	Specification specified by the Board		Remarks, if any
	Particular /Criteria	Requirement	
A	B1	B2	C
Meter (Bench Top Model)	Display	Digital	
	Measuring Ranges	0.00 - 10 NTU; 10-100 NTU; 100 - 1000 NTU	
	Range selection	Automatic / manual	
	Resolution	0.01 NTU, upto 9.99 NTU	
		0.1 NTU from 10 to 99.99 NTU	
		1 NTU from 100 to 999.99 NTU	
	Accuracy	± 2% of of full scale 1 & 1000 NTU ± 1% of of full scale 10 & 100 NTU	
	Repeatability	± 1 % of reading or 0.02 NTU, whichever is greater	
	Stray light	Less than 0.02 NTU	
	Light Source	Light emitting Diode for colorless samples and IR LED (Should cover both visible and IR range)	
	Measuring mode	Normal, average, continuous	
	Power requirement	230 ± 10Volts / 50 Hz AC	
	Data Logging	Optional USB connectivity.	
	Calibration	4 Point calibration with vials for four standards.	
	Calibration	Calibration certificate will be provided by manufacturer. Calibration of the equipment shall also be ensured during warranty.	
Warranty	Comprehensive warranty of 36 months from date of installation.		
Accessories			
Should be provided with operation & maintenance Manual (Two Sets), Cable and plug and dust cover			
Cuvettes and Cuvette stand (One Cuvette stand and ten Cuvettes).			
The NIST certified Standards (with certificates-CRM) should be supplied with 500 ml of each standard according to 4 point Calibration.			
16. UV - Visible Spectrophotometer (PC-Controlled)	Description	Double beam digital microprocessor control automatic scanning and fully controlled by external PC using Windows based software and working stand alone .	
	Operating Mode	Transmittance (%), Absorbance and Concentration.	
	Light Source	Tungsten-halogen and deuterium lamp with selectable switching facility.	
	Wavelength Range	190-1100 nm range	
	Wavelength Accuracy	better than or equal to ± 0.3 nm	
	Wavelength Repeatability	better than or equal to ± 0.2 nm	
	Band Pass Range	1 nm or smaller	



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Instruments Name	Specification specified by the Board		Remarks, if any	
	Particular /Criteria	Requirement		
A	B1	B2	C	
	Scan Speed	5 to 3000 nm/min		
	Photometric Drift	0.0003 absorbance units/hour at 340 nm		
	Noise Level	Should be 0.0005 A or better.		
	Stray Light	Less than 0.1 % at 220 nm & 340 nm		
	Computer & Printer	The personal computer with latest processor/configuration (Core i5 processor or better, minimum 4 GB RAM, 1 TB hard disk, DVD writer, with minimum 21" LED monitor, Optical Mouse, keyboard and LaserJet Printer) should be supplied along with the instrument. The latest OS (windows 10 or better software which is compatible with the UV-VIS software) should be supplied along with original license key of windows and Microsoft office. Latest Configuration branded colour laser printer along with Licensed application software, antivirus software with licensed CD.		
	Power Requirement	230 ± 10 V 50 Hz AC		
	Warranty	Comprehensive warranty of 36 months from date of installation.		
	Accessories			
	Spare Parts	Essential spares parts for five year of operation		
	UPS	One No. of required capacity		
	Dust Cover	Two set		
	Operation Manual	Two set		
	Matching Quartz Cuvettes	Three pairs		
17. Visible Spectrophotometer	Micro processor based single beam grating based single detector Spectrophotometer. The unit should have built in self diagnostics and the sampling compartment should have compatibility for round cells, square cuvettes.			
	Optical System	Single beam grating based single detector		
	Wavelength Range	340 - 1000 nm		
	Spectral Bandwidth	2nm or better		
	Accuracy	Better than or equal to 1 nm		
	Readability	±1 nm		
	Photometric Resolution	0.1% 0.001 Abs		T
	Measuring Mode	Abs, %T, C an K factor		
Measuring mode - Value	Abs 0.0 to 1.999 %T 0.00 to 100%			



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Instruments Name	Specification specified by the Board		Remarks, if any
	Particular /Criteria	Requirement	
A	B1	B2	C
	Lamp type	Tungsten-Halogen lamp	
	Accuracy	Better than 1% or 0.005 A	
	Readout	Digital LCD or LED. Selectable for Transmittance (T), Absorbance (A), Concentration (C) with auto zero facility.	
	Cell Holder	For holding up to 50 nm path length rectangular cuvette	
	Interface	RS-232 C	
	Power Requirement	230 + 10 Volt, 50Hz.	
	Certificate	Certificate are to be enclosed from manufacturer regarding ISO 9001:2015 and other accreditation certificate from the National or International reputed (Whichever is applicable).	
	Calibration	Calibration of the equipment shall also be ensured during warranty.	
	Warranty	Comprehensive warranty of 36 months from date of installation.	
		Accessories	
	Two pair of Quartz Cuvette (at least 10 nm path length), 02 operating manual (English), Dust cover.		
18. Water Distillation Assembly	Double distillation unit with water softener designed according to quality of feed water, Compact vertical design,		
	Construction	Borosilicate Glass	
	Water output	2.5 Ltr/hour	
	Quartz make	Double walled condenser	
	Power cutoff and safety control unit	Controlled power supply	
	Boiler and Condenser	Quartz Boiler and Condenser, Should have large boiling space. Minimum Cooling Water Requirement.	
	Ease of Cleaning	Dismantle and Reassembly	
	Specific Conductivity	0.1-0.5 μ s/cm (Certificate should be enclosed from any competent body)	
	Biological Activity (Distillate quality)	Pyrogen free (Certificate should be enclosed from any competent body)	
	pH	6.0-7.0	
	Organic Matter	Nil (Certificate should be enclosed from any competent body)	
	Total Solids	0.1 mg/Ltr (Certificate should be enclosed from any competent body)	
	Silica	<0.01 mg/Ltr	
Water Softener	To remove the salts from the water for longevity of the distillation unit		



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Instruments Name	Specification specified by the Board		Remarks, if any
	Particular /Criteria	Requirement	
A	B1	B2	C
	Electric Requirement	Single Phase 230 ± 10 Volts	
	Auto Cut (With Alarm) in reference to Water Flow and Temperature.		
	Compact and easy to install and should be an ISO certified.		
	Warranty: Comprehensive warranty of 36 months from date of installation.		
19. Washer (Laboratory Glassware)	For washing and drying general laboratory glassware like Large, open mouth glassware, Narrow neck flasks, beakers, petri dishes, glass tubes, pipettes etc. Washing chamber made up of corrosion resistant stainless steel; all components constructed of stainless steel to the effects of detergents, additives and general laboratory chemical residues; robust construction; effective insulation against heat loss. Maximum space utilization design and caster wheel mounted.		
	Capacity	Chamber volume 200 litres	
	Construction	Interior work area: 316L stainless Steel	
		Exterior body : 304 stainless steel	
		Washer trolley: 304 stainless steel	
	Controlling system	Microprocessor/ microcontroller based Programmable controller for setting the parameters like temperature, Time and custom washing methods. Programmable for different washing steps such Pre-Wash, Wash, Running Water, Hot Water Washing, Drying etc. in one washing cycle.	
	Display	LED/LCD display	
	Loading System	Front Loading Drop-down Door	
	Temperature	The water temperature can be adjustable to 70 ⁰ C.	
	Drying System	Forced Air Drying System blows hot air (HEPA filtered) into the chamber	
		Built-in Water Softener	
	Noise Level	Noise Level <50db	
	Alarm	Alarm for drainage high water heating, drainage malfunction alarm, detergent shortage alarm etc.	
	Power	Voltage: 240 VAC ±10 %, 50 Hz	
Certificate	Certificate are to be enclosed from manufacturer regarding ISO 9001:2015 and other accreditation certificate from the National or International reputed (Whichever is applicable).		



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Instruments Name	Specification specified by the Board		Remarks, if any
	Particular /Criteria	Requirement	
A	B1	B2	C
	Warranty	Comprehensive warranty of 36 months from date of installation.	
	Other Requirement	Operating manual, Power cable, plug, required standard toolkit	
	Accessories	Required Glassware Racks and Supports	
20. PM2.5 Sampler	Design Compliance	Should comply with USEPA (FRM) approved very sharp cut cyclone (VSCC)/ wins impactor for PM2.5 cut off & Instrument must be in use with CPCB	
	Flow Rate	1.0 m ³ /hr (16.7 lpm) maintained by Mass Flow controller	
	Elapsed time indicator	Real Time clock based records the operating time for each sample in hours and minutes	
	Volumetric Flow rate Compensation	Performed automatically by the system using Sensors for Ambient Temperature and Barometric Pressure	
	Volume Totalizer	MCU unit totalizes and displays volume of air sampled	
	Flow Recorder	USB flash memory based system records flow rate, volume of air sampled, air temperature, filter temperature, filter pressure and barometric pressure	
	Size selective inlets	PM ₁₀ Impactor and WINS Impactor for PM _{2.5} conform to USEPA (FRM) approved	
	Special Feature	Auto shut-off, if flow rate drops by more than 10% from designed value of 16.7 LPM	
	Data File compatible with MS EXCEL	Downloaded data directly opens in an Excel Sheet. No additional software is required.	



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Instruments Name	Specification specified by the Board		Remarks, if any
	Particular /Criteria	Requirement	
A	B1	B2	C
	Vacuum Pump	Oil free, pump driven by induction motor for stable flow rate	
	Calibration Unit	Leak Check & Flow rate Calibration system provided	
	Previous Experience	Bidder should submit proof of having supplied these equipments to CPCB or at least with 1 SPCB's	
	Power requirements	230 v \pm 10 single phase AC mains.	
	Warranty	Comprehensive warranty of 36 months from date of installation.	
	Other important requirement	Instrument should be USEPA (FRM) approved and should be easily movable/portable for field visit	



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Annexure-II (Part-II)

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

{To be filled by the manufacturer}

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

S.No	Name of Equipment	Specification of equipment (Only one make and model)	Original equipment manufacturer Details (Name, Address, E-Mail, Mobile Nos.)	Remarks
1.	Analytical Balance			
2.	COD Digester with Air Condensers			
3.	Conductivity Meter (Bench Top Model)			
4.	Digital Portable Barometer			
5.	Dissolved Oxygen (DO) Meter			
6.	Filtration Assembly (Suction Pump For Suspended Solids)			
7.	Flame Photometer			
8.	Global Positioning System (GPS)			
9.	Multi Parameter Water Quality Analyzer Kit			
10.	Noise Level Meter			
11.	Orsat Gas Apparatus			
12.	pH meter Bench Top			
13.	Portable Petrol Engine Generator (3 KVA)			
14.	Specific Ion Meter (Ion Analyser)			
15.	Turbidity Meter (Bench Top Model)			
16.	UV-Visible Spectrophotometer (PC Controlled)			



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17.	Visible Spectrophotometer			
18.	Water Distillation Assembly			
19.	Washer (Laboratory Glassware)			
20.	PM2.5 Sampler			

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

Place:

Signature of Authorized Signatory

Date:

Name and Designation with Seal



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ANNEXURE –III

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

S. No.	Name of the Instrument / Equipment	Quantity & unit (in nos.)	Unit Price (excluding Tax / rates) (in figure) in INR only.	Amount of Taxes and other expenditures (GST, Freight charges etc.) in INR only.	Total Amount (F.O.R. RSPCB Delivery Destination) including all charges (in figure) in INR only.	Remarks
1	2	3	4	5	6=3*(4+5)	7
1.	Analytical Balance	23				
2.	COD Digester with Air Condensers	14				
3.	Conductivity Meter (Bench Top Model)	12				
4.	Digital Portable Barometer	17				
5.	Dissolved Oxygen (DO) Meter	6				
6.	Filtration assembly (suction pump for Suspended Solids)	11				
7.	Flame Photometer	6				
8.	Global Positioning System (GPS)	17				
9.	Multi Parameter Water Quality Analyzer Kit	16				
10.	Noise Level Meter	32				
11.	Orsat Gas Apparatus	17				
12.	pH meter Bench top	13				
13.	Portable Petrol Engine Generator (3 KVA)	32				
14.	Specific Ion Meter (Ion Analyzer)	6				
15.	Turbidity Meter (Bench Top Model)	6				



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16.	UV-Visible Spectrophotometer (PC Controlled)	7				
17.	Visible Spectrophotometer	14				
18.	Water Distillation Assembly	11				
19.	Washer (Laboratory Glassware)	18				
20.	PM2.5 Sampler	55				

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

NOTE:-

1. **Price bid should be inclusive of AMC charges for five years after completion of three years comprehensive warranty period**
2. The cost should be quoted inclusive of all components and accessories required for equipment as mentioned in specifications.

Signature with date & stamp of the bidder



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ANNEXURE – IV

UNDERTAKING

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

BID NOTICE No. RSPCB/LAB/INSTRUMENTS/2020-2021/02,

Dated:-

**THE MEMBER SECRETARY,
RAJASTHAN STATE POLLUTION CONTROL BOARD,
4, INSTITUTIONAL AREA, JHALANA DOONGARI,
JAIPUR Rajasthan (India).
302004**

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

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

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

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

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

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

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

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

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

Dated this.....day of.....2020.

Place

Signature of Authorized Signatory ,

Name with Stamp & full Address.



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ANNEXURE - V

SCHEDULE OF EARNEST MONEY

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

S.No	Description of Instrument	Approx. Qty. (Nos.)	Estimated Cost of Total Qty (Rs. In Lacs.)	Bid Security/EMD Amount in Rs	Delivery Destination in form of Laboratory code along with quantities to be supplied (Pls. refer code list @) Annexure-VI)
1	Analytical Balance	23	28.00	28000/-	CL JPR(5), ALW(2), BAL(1), BHR(1), BHL(1), BWD(2), BKR(1), CTG(1), JDR(2), KIG(1), KOT(2), PAL(1), SKR(1) & UDR(2)
2	COD Digester with Air Condensers	14	31.00	31000/-	CL JPR(4), ALW(1), BAL(1), BHR(1), BHL(1), BKR(1), CTG(1), KIG(1), KOT (1), PAL(1) & SKR(1)
3	Conductivity Meter (Bench Top Model)	12	13.50	13500/-	CL JPR(3), BAL(1), BHR(1), BHL(1), BKR(1), CTG(1), KIG(1), KOT (1), PAL(1) & SKR(1)
4	Digital Portable Barometer	17	9.50	9500/-	CL JPR(4), ALW(1), BAL(1), BHR(1), BHL(1), BWD(1), BKR(1), CTG(1), JDR(1), KIG(1), KOT(1), PAL(1), SKR(1) & UDR(1)
5	Dissolved Oxygen (D.O) Meter	06	6.60	6600/-	CL JPR(1), ALW(1), BWD(1), JDR(1), KOT (1) & UDR(1)
6	Filtration Assembly (Suction pump For Suspended Solids)	11	8.50	8500/-	CL JPR(3), BAL(1), BHR(1), BHL(1), BKR(1), CTG(1), KIG(1), PAL(1) & SKR(1)
7	Flame Photometer	06	6.60	6600/-	CL JPR(1), ALW(1), BWD(1), JDR(1), KOT (1) & UDR(1)
8	Global Positioning System (GPS)	17	11.00	11000/-	CL JPR(4), ALW(1), BAL(1), BHR(1), BHL(1), BWD(1), BKR(1), CTG(1), JDR(1), KIG(1), KOT(1), PAL(1), SKR(1) & UDR(1)
9	Multi Parameter Water Quality Analyzer Kit	16	9.00	9000/-	CL JPR(3), ALW(1), BAL(1), BHR(1), BHL(1), BWD(1), BKR(1), CTG(1), JDR(1),



RAJASTHAN STATE POLLUTION CONTROL BOARD
4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur- 302004
Rajasthan
Phone: 0141-2711263, 2711807
Website: <http://www.rpcb.rajasthan.gov.in>,
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					KIG(1), KOT(1), PAL(1), SKR(1) & UDR(1)
10	Noise Level Meter	32	160.00	160000/-	CL JPR(6), ALW(2), BAL(2), BHR(2), BHL(2), BWD(2), BKR(2), CTG(2), JDR(2), KIG(2), KOT(2), PAL(2), SKR(2) & UDR(2)
11	Orsat Gas Apparatus	17	5.50	5500/-	CL JPR(4), ALW(1), BAL(1), BHR(1), BHL(1), BWD(1), BKR(1), CTG(1), JDR(1), KIG(1), KOT(1), PAL(1), SKR(1) & UDR(1)
12	pH meter Bench Top	13	14.50	14500/-	CL JPR(3), BAL(1), BHR(1), BHL(1), BKR(1), CTG(1), JDR(1), KIG(1), KOT (1), PAL(1) & SKR(1)
13	Portable Petrol Engine Generator 3 KVA	32	35.00	35000/-	CL JPR(6), ALW(2), BAL(2), BHR(2), BHL(2), BWD(2), BKR(2), CTG(2), JDR(2), KIG(2), KOT(2), PAL(2), SKR(2) & UDR(2)
14	Specific Ion Meter (Ion Analyzer)	06	53.00	53000/-	CL JPR(1), ALW(1), BWD(1), JDR(1), KOT (1) & UDR(1),
15	Turbidity Meter (Bench Top Model)	06	6.60	6600/-	CL JPR(1), ALW(1), BWD(1), JDR(1), KOT (1) & UDR(1),
16	UV-Visible Spectrophotometer (PC Controlled)	07	27.0	27000/-	CL JPR(2), ALW(1), BWD(1), JDR(1), KOT (1) & UDR(1),
17	Visible Spectrophotometer	14	11.0	11000/-	CL JPR(2), ALW(1), BAL(1), BHR(1), BHL(1), BKR(1), CTG(1), JDR(1), KIG(1), KOT (1), PAL(1) & SKR(1) & UDR(1)
18	Water Distillation Assembly	11	18.0	18000/-	CL JPR(3), BAL(1), BHR(1), BHL(1), BKR(1), CTG(1), KIG(1), PAL(1) & SKR(1)
19	Washer for Glass wares (Dish Washer)	18	25.00	25000/-	CL JPR(5), ALW(1), BAL(1), BHR(1), BHL(1), BWD(1), BKR(1), CTG(1), JDR(1), KIG(1), KOT(1), PAL(1), SKR(1) & UDR(1)
20	PM2.5 Sampler	55	440.00	4,40,000/-	CL JPR(14), ALW(4), BHR(4), BWD(4), CTG(4), JDR(11), KOT(8), PAL(1) & UDR(5)

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



RAJASTHAN STATE POLLUTION CONTROL BOARD
4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur- 302004
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ANNEXURE – VI

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

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



RAJASTHAN STATE POLLUTION CONTROL BOARD
4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur- 302004
Rajasthan
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ANNEXURE - VII

Form of Bank Guarantee for Performance Security
(To be stamped in accordance with Stamp Act, if any, of the country of the issuing Bank)

Bank Guarantee No. _____

Date : _____

Ref. No. _____

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

Sir or Madam,

THIS AGREEMENT is made on the _____ days of _____ 2020 between [name of the bank] of _____ [address of the bank] (hereinafter called "the Guarantor") of the one part and Rajasthan State Pollution Control Board, with Office at 4, Institutional Area, Paryavaran Marg, Jhalana Doongri, Jaipur - 302004, Rajasthan, INDIA, (hereinafter called "the Board") of the other part.

WHEREAS

1. This agreement is supplemental to a contract number _____ [insert Contract Number] (hereinafter called "the Contract") made between _____ [name of Contractor] of _____ [address of Contractor] (hereinafter called "the Contractor") of the one part and the Board of the other part whereby the Contractor agreed and undertook to execute the works of Supply (Name of Equipment) for RSPCB at (Name of Place) against the Contract for the sum of _____ [amount in Contract Currency] being the Contract Price; and
2. The Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing.
NOW, THEREFORE, the Guarantor hereby agrees with the Board as follows:
 - a) If the Contractor (unless relieved from the performance by any clause of the Contract or by statute or by the decision of a tribunal of competent jurisdiction) shall in any respect fail to execute the contract or commit any breach of his obligations there under then the Guarantor will indemnify and pay the Board the aggregate sum of _____ [amount of Guarantee shall be 10% (Ten Percent) of the said value of the Contract, _____ [in words], such sum being payable in the types and amount of currencies in which the Contract Price is payable provided that the Board or his Authorized Representative has notified the Guarantor to that effect and has made a claim against the Guarantor before the expiry of guarantee period (Thirty six months).
 - b) The guarantor shall not be discharged or released from his guarantee by an arrangement between the Contractor and the Board, with or without the consent of the Guarantor, or by any alteration in the obligations undertaken by the Contractor, or by any forbearance on the part of the Contractor, whether as to payment, time, performance, or other wise, any notice to the Guarantor of any such arrangement, alteration, or forbearance is hereby expressly waived.

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

Given under our hand on the date first mentioned above.

SIGNED BY _____



RAJASTHAN STATE POLLUTION CONTROL BOARD
4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur- 302004
Rajasthan
Phone: 0141-2711263, 2711807
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For and on behalf of the Guarantor
(Seal of Guarantor)

In the presence of

(Witness)



ANNEXURE – VIII

Form to Contract Agreement on Rs. 1000/- Non Judicial Stamp Paper
For Supply of
(Name of Equipment/ Instrument with Quantity)

AGREEMENT

An Agreement made this _____ Day of _____ 2020 between

M/s _____

_____ (hereinafter called "The approved supplier", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part) and Rajasthan State Pollution Control Board, Jaipur (hereinafter called purchaser which expression shall where the context so admits, be deemed to include his successors in office and assigns) of other part.

1. Whereas the approved supplier has agreed with the Rajasthan State Pollution Control Board, Jaipur to supply to the Board at its Central laboratory at Head Office as well as Regional laboratories throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended here with and the rates set forth in the purchase order.
 2. And whereas the approved supplier has deposited a sum of
Rs _____/- in words Rs. _____
_____ Bank guarantee/ Cash / Bank Draft / Banker Cheque
No _____ dated _____ Name of Bank.....
 3. Now these Presents Witness-
 - I. In consideration of the payment to be made by the RSPCB (the purchaser) through cheque at the rates set forth in the schedule hereto appended the approved supplier, will duly supply the said articles set forth and thereof in the manner set forth in the conditions of the bid and contract.
 - II. The conditions of the bid and contract for open bid enclosed to the Bid notice no. **RSPCB/LAB/INSTRUMENTS/2020-21/02, dated --/--/----** also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
 - III. Letter No. _____ dated _____ received from bidder and letter No. _____ dated _____ issued by the RSPCB and appended to this agreement shall also form part of this agreement.
 - IV. (a) The RSPCB do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RSPCB will through pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
(b) The Mode of payment will be as per bid document.
 - V. The delivery shall be affected and completed within the period specified in the supply order.
 - VI. (i) In case of extension in the delivery period with Liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the bidder has failed to supply:-
 - (a) Delay upto one fourth of the prescribed delivery period- 2.5%
 - (b) Delay exceeding one fourth but not exceeding half of the prescribed Delivery period-5%
 - (c) Delay exceeding one fourth but not exceeding three fourth of the prescribed delivery period- 7.5%.
 - (d) Delay exceeding three fourth of the prescribed delivery period -10%
- Note:-(i) Fraction of a day in reckoning period of delay in supply shall be eliminated if it is less than half a day.
(ii) The Maximum amount of agreed liquidated damages shall be 10%.
(iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the



RAJASTHAN STATE POLLUTION CONTROL BOARD
4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur- 302004
Rajasthan
Phone: 0141-2711263, 2711807
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supply order, for to the immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

- (iv) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
4. Approved rates are valid for the period of one year from the date of execution of first agreement, which may be extended for another one year with mutual consent.
 5. The approved supplier hereby agree to provide the service / repairing of the(Name of equipment with quantity) during warranty period by his authorized dealer or by his office.
 6. The approved supplier will provide the service /repairing of the (Name of equipment with quantity) through AMC after expiry of warranty period by his authorized dealer or by himself on mutually agreed rates for five years after expiry of warranty.
 7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Chairperson RSPCB and the decision of the same shall be final.

In witness where of the parties hereto have set their hands on the _____ Day of _____ 2020.

Signature For and on behalf of
Supplier.

Signature For and on of the
behalf of RSPCB Jaipur

Dated
Place

Dated
Place

1.Witness
(Signature)
Name , Designation & Address

1.Witness
(Signature)
Name , Designation & Address



RAJASTHAN STATE POLLUTION CONTROL BOARD
4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur- 302004
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ANNEXURE - IX

UNDERTAKING

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

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

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

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

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

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

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

Signature of Authorized Signatory

Place:

Designation

Date:

Seal



RAJASTHAN STATE POLLUTION CONTROL BOARD
4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur- 302004
Rajasthan
Phone: 0141-2711263, 2711807
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ANNEXURE - X

CHECK LIST FOR THE BIDDER

1. Separate Bid Security against each instrument / equipments.
2. Bid Security or necessary documentary proof for exemption of Bid Security with the part I (Technical Bid) of the bid. The technical specifications should be in Annexure II without quoting rate.
3. Price bid must be Part II (Financial Bid) of the bid in the form provided at Annexure -III. It should be in a separate cover.
4. The Basic Price, Taxes, Packing, Forwarding, Handling, Transportation Insurance, Installation charges and Training charges, if any etc. must be quoted clearly. Do not use vague terms like "As Actual, Approximately etc".
5. **Do not use the terms As per Specification of Bid Documents' in respect of instruments. There should be proper write up of product quoted for, supported with printed leaflets literature.**
6. With technical bid, the bidder should provide a copy of the price bid format (giving details of the items, accessories, spares etc.) without specifying the price other than one mentioned in Annexure - III of this bid.
7. The delivery of equipments/ accessories/ spares will be accepted at Central / Regional labs as the address mentioned at Annexure - V &VI
8. The supplier will submit an undertaking NO LESSER PRICE' CERTIFICATE in Annexure -XI.
9. The manufacturer will give an undertaking that during warranty and after expiry of comprehensive warranty period, if required, be responsible for providing Annual Maintenance of the supplied item/equipment. **In absence of such undertaking the bid will not be considered for technical examination.**
10. The supplier has to provide Bank guarantee as Performance Security after receiving the supply order in format mentioned at Annexure - VII and agreement on Rs 1000/ Non Judicial Stamp paper as mentioned in Annexure - VIII.
11. The undertaking to be submitted by Bidder in Annexure – XIII.
12. The cover letter for Financial Bid Annexure - XIV
13. The compliance Certificate with respect Boards Specification of Manufacturer in Annexure - XV



RAJASTHAN STATE POLLUTION CONTROL BOARD
4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur- 302004
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ANNEXURE - XI

NO LESSER PRICE CERTIFICATE

I.....(Name),.....
..... (Designation), for and on behalf of M/s
.....(name and address of the firm), hereby,
certify that the firm mentioned above will not charge or quote lesser price than the price submitted in
Annexure – III for instrument....., if any, to any other purchaser or agency or
institute in India and that the prices offered are the lowest of those offered by us in the country.

Place:

Date:

Signature of Authorized Signatory

Designation

Seal



RAJASTHAN STATE POLLUTION CONTROL BOARD
4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur- 302004
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ANNEXURE –XII

BIDDER'S AUTHORIZATION CERTIFICATE
(To be filled by the Manufacturer on Letter Head)

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

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

Reference: BID NOTICE No. RSPCB/LAB/INSTRUMENTS/2020-21/02, dated --/--/----

Sir,

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

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

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

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

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____



RAJASTHAN STATE POLLUTION CONTROL BOARD
4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur- 302004
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ANNEXURE –XIII

SELF-DECLARATION

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

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

In response to the Notice of inviting bid notice- No.RSPCB/LAB/INSTRUMENTS/2020-21/02, dated --/--/--
--{Supply of Instrument /Equipments For Central and Regional Laboratories of Rajasthan State Pollution Control
Board}, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that
presently our Company/ firm _____, at the time of bidding,: -

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

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our Bid Security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



RAJASTHAN STATE POLLUTION CONTROL BOARD
4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur- 302004
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Phone: 0141-2711263, 2711807
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ANNEXURE –XIV

FINANCIAL BID COVER LETTER & FORMAT
COVER LETTER

(To be filled by the Bidder on Letter Head)

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

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

Reference: Notice of inviting bid No. RSPCB/LAB/INSTRUMENTS/2020-21/02, dated --/--/{Supply of Instrument /Equipments For Central and Regional Laboratories of Rajasthan State Pollution Control Board}

Sir,

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

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

Place:

Date:

Signature of Authorized Signatory

Name and Designation

Seal



RAJASTHAN STATE POLLUTION CONTROL BOARD
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ANNEXURE –XV

[See rule 83]

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

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

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

Place.....

Date.....

Appellant's Signature



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

Any person participating in a procurement process shall-

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

Conflict of Interest:-

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

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

- A. Have controlling partners / shareholders in common; or
- B. Receive or have received any direct or indirect subsidy from any of them; or
- C. Have the same legal representative for purposes of the Bid; or
- D. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to influence the decisions of the Procuring Entity regarding the bidding process; or
- E. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- F. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- G. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.



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Annexure B: Declaration by the Bidder regarding Qualifications
Declaration by the Bidder

In relation to my/our Bid submitted to.....for procurement of Instrument /Equipments For Central and Regional Laboratories of Rajasthan State Pollution Control Board in response to their Notice Inviting No.RSPCB/LAB/INSTRUMENTS/2020-21/02, dated I / we hereby declare under Section 7 of Rajasthan Transparency in public procurement Act, 2012, that:-

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

Date:
Place:

Signature of bidder
Name:
Designation:
Address:



Annexure C: Grievance Redressal during procurement process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

- a.** The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b.** On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - I.** hear all the parties to appeal present before him; and
 - II.** Peruse or inspect documents, relevant records or copies thereof relating to the matter.



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- c.** After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d.** The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.



Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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

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



Annexure XVI

Form of Bid-Securing Declaration

Date:
Bid No. :
Alternative No.:

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely:-

- a) When we withdraw or modify our bid after opening of bids;
- b) When we do not execute the agreement, if any, after placement of Supply/work order within the specified period;
- c) When we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- d) When we do not deposit the performance Security within specified period after the supply/work order is placed; and
- e) If we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (i) We are not the successful Bidder;
- (ii) The execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) Thirty days after the expiration of our Bid.
- (iv) The cancellation of the procurement process; or
- (v) The withdrawal of bid prior to the deadline for presenting bids, unless the Bidding documents stipulate that no such withdrawal is permitted.

Signed: -----

Name: -----

In the capacity of: -----

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]



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ANNEXURE - XVII

To Be Submitted Along With Technical Bid Document

GUIDELINES FOR SERVICE CONTRACT

(ANNUAL MAINTENANCE CONTRACT)

1. **The bidder should quote the charges for annual maintenance contract with price Bid for next five years after completion of three years comprehensive warranty period for the instrument**
2. At least Two preventive maintenance and break down visits (as and when required) per annum will be provided under service contract as per requirement of RSPCB.
3. The firm shall depute service engineer to attend break down calls within 3 working days from the receipt of the call from client. In the event of failure on the part of the firm in attending to the preventive maintenance visit or in attending breakdown calls within 3 working days. The Member Secretary Rajasthan State Pollution Control Board, Jaipur or an authorized officer of State Board on behalf of the State Board will have the right to make the recovery **as per service level requirement**. However, firm shall not be responsible for delay in services due to non-availability of spares or due to any reason beyond its control and the duration of service contract will be increased /extended by such period.

Signature of Bidder

Member Secretary

With Date, Seal & Address

Name and Designation

Rajasthan State Pollution Control Board

Place