

JAI PRAKASH UNIVERSITY

Rahul Sankrityayan Nagar, Chapra, Saran, Bihar-841302

www.jpva.ac.in

Request for Proposal (RFP)

For

Supply, Installation and Commissioning of Lab equipment and ancillary items

Tender No: 02(Re-Tender)/JPU/GSU-PMUSHA

Dated: 08.01.2016



Issuing Authority

Prof. (Dr.) Narayan Das

Registrar

registrar-jpu-bih@nic.in

my
08/01/2016

1. Background Information

1.1. Basic Information

Jai Prakash University was established on 22.11.1990 by the enactment of section 3(b) of the Bihar State Universities Act, 1976, with its headquarters at Chapra, after carving it out from the then Bihar University (now B.R.A. Bihar University), Muzaffarpur. The territorial Jurisdiction of the University is stretched over the whole of Saran Division, Comprising three districts of Chapra, Siwan and Gopalganj.

Jai Prakash University has functional dimensions to strengthen the development and management of educational infrastructure associated with Pure Science, Commerce, Social Science, and allied professional education in Bihar University promotes quality research and innovation in skilled techniques for mankind. There are four faculties and seventeen Post Graduate Departments of teaching and research, which have proved their excellence in imparting quality education in the field of Higher Education and providing opportunities to the students in carrying out research works of international standard, coping with the needs of the day.

Jai Prakash University invites Supply, Installation and Commissioning of Lab equipment and ancillary items as specified in this RFP to Jai Prakash University, Rahul Sankrityayan Nagar, Chapra, Saran, Bihar. This Equipment will contribute towards advancement of academic and administrative work, knowledge and research.

2. Instructions to Bidder Notice Detail /Schedules of Events

Document Control Sheet		
Sl No.	Event Description	Timelines
2.1	Last date and time for Downloading the RFP	Till 28/01/2026 up to 03:00 PM, on the e-Procurement Portal (https://www.eproc2.bihar.gov.in)
2.2	Last date and time for submission (upload) of online bidding document	Till 28/01/2026 up to 04:00 PM, on the e-Procurement Portal (https://www.eproc2.bihar.gov.in)
2.3	Time, Date of opening of Technical Bid	29/01/2026 at 12:30 PM on the e-Procurement Portal(https://www.eproc2.bihar.gov.in)
2.4	Time, Date of opening of Financial Bid	To be announced later on the e-Procurement Portal /Website(https://www.eproc2.bihar.gov.in)
2.5	Pre-bid meeting (Date & time)	19/01/2026 at 2.00 PM Venue: Office of the Registrar, Jai Prakash University, Chapra.
2.6	University Contact Person and Number	Prof. Narayan Das, Registrar registrar-jpu-bih@nic.in, 9431294030
2.7	Full Address of University	Jai Prakash University, Rahul Sankrityayan Nagar, Chapra, Saran, Bihar-841302
Note: Bidders are advised to visit the website of Jai Prakash University, Chapra and Eproc2 website on regular basis for any updates.		
1 This RFP process will be administered through the state public procurement portal (SPP) (URL: https://eproc2.bihar.gov.in). The Bidders are required to submit soft copies of their proposals electronically on the SPP Portal, using valid digital signature certificates of officers		

- duly authorized to submit the bid in e-files. More information for submitting the bids online on the SPP Portal may be obtained at <https://eproc2.bihar.gov.in/>
- 2 All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bid. Failure to submit the bid on time could cause a bid to be rejected. The University will not accept delivery of the Bid by fax/e-mail or any other electronic/non- electronic means other than uploading on the procurement portal.
 - 3 The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the www.eproc2.bihar.gov.in & www.jpv.ac.in. Any such corrigendum shall be deemed to be incorporated into this RFP.
 - 4 If a format for a specific document is not provided for in this RFP, the document shall be submitted in a format that makes it legally valid / binding on the Bidder and that is acceptable to the University. In any event, the University shall have the right to seek clarifications, modifications etc. on the document submitted by the Bidder and the Bidder shall be obliged to provide such clarifications and modifications within the timelines specified by the University.
 - 5 Interested parties, after careful review of all the clauses of this 'Request for Proposal', are encouraged to send their suggestions in writing to Jai Prakash University, Chapra. Such suggestions, after review, may be incorporated into this 'Request for Proposal' as a corrigendum, which shall be uploaded onto the e-tendering website <https://www.eproc2.bihar.gov.in> and college website. All eligible tenders need to be registered on the following portals to generate login credentials and to download the bid documents for online bid preparation / decryption etc.
 - 6 To participate in the e-tendering process, the bidders/agencies are required to get themselves registered with Bihar Government Centralized e-Procurement portal, i.e., <https://www.eproc2.bihar.gov.in>, and may contact the helpdesk at the following address, "eProc 2.0 Help Desk Address: mjunction services limited, RJ Complex, 2nd floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. – Shastri nagar, Patna – 800 014, Bihar, Toll Free Number: 1800 572 6571 (Working hours: 8AM to 7PM, all days in week except Sunday and few selected state holidays) or may visit the link at [https:// www.eproc2.bihar.gov.in](https://www.eproc2.bihar.gov.in).
 - 7 Tenderer may also download the tender documents (a complete set of document is available on website) from e-Procurement Portal (<https://www.eproc2.bihar.gov.in>) and submit its tender by using the downloaded document.
 - 8 Tender Processing Fee (TPF) needs to be paid as applicable through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit / Debit Card).
 - 9 The technical and financial bids must be submitted / uploaded through e-Procurement Portal ([https:// www.eproc2.bihar.gov.in](https://www.eproc2.bihar.gov.in)) on or before the date and time specified in the NIT. The university doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to non-availability of Internet Connection, Network Traffic/ Holidays or any other reason.

Name of Issuing Authority

Designation

Name of University



1.1. Right to Terminate the Process

- i. Jai Prakash University, Chapra may terminate the RFP process at any time and without assigning any reason. Jai Prakash University, Chapra makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This RFP does not constitute an offer by Jai Prakash University, Chapra. The bidder's participation in this process may result in Jai Prakash University, Chapra selecting the bidder to engage towards execution of the contract.

1.2. Submission of Response/Proposal

The bidders should submit their responses as per the format given in this RFP in the following manner:

- i. Response to Pre-Qualification Criterion
- ii. Technical Qualification Criterion
- iii. Financial Proposal

Prices should not be indicated in the Pre-Qualification Proposal or Technical Qualification Criteria Proposal but should only be indicated in the Commercial Proposal in the format given in e-procurement portal.

1.3. Site Inspection

Bidders are advised to inspect the site and its surroundings where this equipment is to be installed and satisfy them before submitting their tenders. A bidder shall be deemed to have full knowledge of the work whether he/she inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

1.4. Acceptance

2. The Bidder shall provide such packing of the Equipment as is required to prevent damage or deterioration during shipment/equipment. The Bidder shall promptly repair or replace any Equipment that is damaged in transit. The packing, marking, and documentation within and outside the packages shall also comply strictly with the requirements. The Bidder shall insert in each case a packing list, fully itemized to show case number, contents, gross and net weight, and cubic measurement.
3. If the Equipment fails to meet the specifications of the equipment and during warranty period due to faulty part/component, the replacement of faulty part/component must be carried out by the Bidder free of cost. Freight, insurance and other allied expenditure like customs duties etc. for such part/component shall be the liability of the Bidder. Bidder will reimburse to Jai Prakash University, Chapra the cost incurred by Jai Prakash University, Chapra, if any, on replacement of such faulty part/component.
4. If it becomes necessary for the Bidder to replace or renew any defective portions of the Equipment under this clause, if any defects be not remedied within 15 (Fifteen) days from the date of communication thereof or within such other specific period as may be allowed by the Jai Prakash University, Chapra in his discretion on application made to that effect by the Bidder, the Jai Prakash University, Chapra may proceed to carry out the work at Bidder's risk and expense, but without prejudice to any other rights which the Jai Prakash University, Chapra may have against the Bidder in respect of such defects.

4.1. Training to Jai Prakash University, Chapra

Bidder shall provide training to the personnel nominated by the Jai Prakash University,



Chapra at respective locations to enable them to have sufficient knowledge and skill to effectively manage, maintain, use and operate lab equipment.

On-site training during the installation of the Equipment shall be arranged by the Bidder. Arrangement of all training materials such as manuals, drawings, brochures etc. shall be the responsibility of the Bidder.

4.2. Preparation and Submission of Proposal

4.2.1. Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Jai Prakash University, Chapra to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Jai Prakash University, Chapra will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

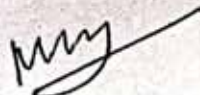
4.2.2. Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English and Hindi, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.2.3. Pre-Bid Conference

- a) The Jai Prakash University, Chapra shall hold a pre-bid meeting with the prospective Bidders as per information given in the schedules of events.
- b) The Bidders will have to ensure that their queries for pre-bid meetings should reach the point of contact (Nodal Officer) in written form either mail or in form of letter in company's letter head only as mentioned in the schedule of events within the timelines given. Mail Id: registrar-jpu-bih@nic.in
- c) The email should necessarily have subject as per the following nomenclature: "Pre-bid Query - RFP Jai Prakash University, Chapra".
- d) The queries should necessarily be submitted in the following format in both PDF and Editable MS-Word/ Excel File Format:

Sr No	Name of mobile number of the authorized contact person and address of the bidder	RFP document reference(s). (Section & page number)	Content of RFP requiring clarification	Bidders Query



4.2.4. Evaluation process

The Technical evaluation committee shall be constituted by the Jai Prakash University, Chapra. The Technical Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

The Technical Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

4.2.5. Tender Opening

The Proposals submitted by bidders will be opened online at Time, Date as mentioned in schedules of events by Jai Prakash University, Chapra officials or any other officer authorized by Jai Prakash University, Chapra, in the presence of such of those Bidders or their representatives who may be present at the time of opening. In the event that no bidders are present, the tender will still be opened as scheduled.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

4.2.6. Tender Validity

The offer submitted by the Bidders should be valid for a period of 180 days from the date of submission of Tender.

4.2.7. Document Fee and Tender Processing Fee:

All Applicants have to pay Tender Processing Fee as applicable through e-payment mode (i.e. NEFT/RTGS/Credit Card/Debit Card) on eProc2 Portal.

4.2.8. Earnest Money Deposit (EMD):

Sl. No.	Name of the Equipments	EMD (2%) to be paid in case quoting for all equipments.	
1	Infra-Red Spectroscope (FTIR)	Rs. 46,000/-	Total: Rs. 3,72,000/-
2	Gas Chromatography-Mass Spectrometry (GC-MS) system	Rs. 1,34,000/-	
3	Fluorescence Spectrometer	Rs. 50,000/-	
4	RT-PCR	Rs. 30,000/-	
5	CHNSO analyzer	Rs. 96,000/-	
6	Microwave Reactor	Rs. 16,000/-	

- EMD (as per Table No. 4.2.8) for quoted individual or all equipment through e-payment mode (i.e. NEFT/RTGS/Credit Card/Debit Card/) on E-Proc2 Portal or in form of bank

guarantee, well before the last date/time for submission/ uploading of offer/Bid, failing which the bid will be rejected. This EMD will be non-interest bearing and refundable. If

the selected bidder fails to submit the requisite performance guarantee or to execute the agreement, this EMD will be forfeited

- MSME certificate state of BIHAR or start up agencies registered DPIIT along with Agency registration with Govt. of Bihar for doing similar work, are exempted from payment of EMD. EMD exemption is subject to submission of valid registration certificate with the bid. MSMEs with certificates from outside the Govt. of Bihar shall have to deposit the EMD.

5. Criteria for Evaluation

5.1. Pre-Qualification (PQ) / Eligibility Criteria

Sr. No.	Basic Requirement	Specific Requirement	Documents Required
1	Registration Certificate	Bidder should be a Company/ firm /Proprietorship registered under the Indian Companies Act (or) a firm registered under the Limited Liability Partnership Act, 2008 (or) a firm registered under the Partnership Act, 1932 for the last 5 years.	Certificate of Incorporation required and Articles of Association of the Participant in case of Company / Limited Liability Partnership Agreement in case of LLP/Trade license/Shop and Establishment Act/MSME.
2	Sales Turnover in Lab Equipment Sales & Maintenance services	Average Annual turnover of the applicant firms/registered/ authorized dealers during each of the last three financial years (FY 2022-23, 2023-24, 2024-25), should be a minimum of Rs. 2.80 Crore.	Extracts from Audited/Certified financial statements and Balance sheet for last three financial years as per financial year of participating company/firm OR. Certificate from Chartered Accountant and Authorized Signatory.
3	Certificates	Apart from company / firm registration, Participant must have registered under the following: •Valid GST Registration Certificate. •Income Tax Return with for last three (FY 2022-23, 2023-24, 2024-25)	Copy of all the mentioned certificates/ITR certified by authorized signatory
4	Letter of authorization from OEM	The bidder should be an OEM or their authorized dealer/representative. In case of authorized/ dealer representative, a letter of authorization/dealership clearly stating the component/equipment for which the authorized representative is	Letter of authorization from OEM

		representing on behalf of the original manufacturer (OEM) must be furnished.	
5	Technical Capability	<p>Bidder must have successfully undertaken the work with</p> <ul style="list-style-type: none"> Experience of working with at least 5 Government agency/ Educational Department of at least Rs. 75 lac in one single work order. <p>Ongoing projects will be considered.</p>	Work Order/ Completion Certificates from the client. It is essential to include experience certificates from each client. If the agency's work is ongoing, please include the relevant supporting.
6	ISO Certificate	The Bidder in case of OEM preferably should have ISO 9001: 2000/2008/2015 Certificate and ISO 13485:2016 certificate.	Copy of Valid ISO certificate to be submitted certified by authorized signatory
7	Local Service Centers	The bidder should have technical manpower to provide service for support for supply of the Equipment this contract.	Self-Certified letter by authorized signatory to provide services
8	Participant should not be an entity which has been black- listed by Government	A self-certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices as on bid submission date, must be submitted on original letter head of the bidder with signature and stamp.	Self-Certified letter by authorized signatory

Note: -

- Notwithstanding anything contained in this tender document, technical assessment shall be made at the sole discretion of university and its decision shall be final and not challengeable.
- In case of a tie in the L1 price. If there is a tie in both the L1 price, the work will be awarded based on the lowest amount of CMC quoted by the bidder in the tender. In case of further tie, the decision of the university shall be binding to all the bidders.
- Conditional bids will be summarily rejected.

5.2. Financial Bid Evaluation

The Financial Bids of technically qualified bidders will be opened on the prescribed date

in the presence of bidder representatives. In the event that no bidders are present, the tender will still be opened as scheduled. Any conditional bid would be summarily rejected.

6. Appointment of vendor

6.1. Right to reject Proposal

Jai Prakash University, Chapra reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Jai Prakash University, Chapra action.

6.2. Performance Guarantee

The Jai Prakash University, Chapra will require the selected bidder to provide an irrevocably, unconditionally Performance University Guarantee, within 15 days from the Notification of award, for a value equivalent to 5% of the total cost of ownership. The Performance Guarantee should be valid for a period of **66 months** from the date of award of contract. The Performance Guarantee shall be kept valid till completion of the supply order, warranty period and till the completion of Comprehensive Maintenance contract (CMC). The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the supply order and Warranty period.

In case the selected bidder fails to submit performance guarantee within the stipulated time, the Jai Prakash University, Chapra at its discretion may cancel the order placed on the selected bidder without giving any notice. Further, the university will extend the supply order to the L2 bidder at the L1 price.

Jai Prakash University, Chapra shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or Jai Prakash University, Chapra incurs any loss due to Vendor's negligence in carrying out the supply order implementation as per the agreed terms & conditions.

Post submission of Performance Guarantee by the successful bidder, Jai Prakash University, Chapra shall provide purchase order to the successful bidder.

6.3. Sub-Contracting, Consortium and Joint Ventures

Consortium, Joint venture, AOP (Association of Persons), subletting, Subcontracting and Outsourcing will not be allowed.

6.4. Transition And Exit Plan:

- The Selected Vendor shall ensure that the transition is smooth in case the contract is terminated or foreclosed with mutual consent. In addition to the cancellation of contract, the University reserves the right to charge appropriate penalties and liquidated damages from the selected agency.
- All risks during the transition stage shall be properly documented to ensure smooth transition without any service disruption.
- The transition plan along with the period shall be mutually agreed between the firm and the Jai Prakash University, Chapra when the situation occurs. Selected Vendor shall be released from the project once successful transition is done



meeting the parameters defined for the successful transition.

7. Terms and Conditions: Applicable Post Award of Contract

7.1. Right to Terminate the Process

Jai Prakash University, Chapra reserves the right to cancel the contract entered with the selected bidder and recover expenditure incurred by Jai Prakash University, Chapra under the following circumstances: -

- a) The selected bidder commits a breach of any of the terms and conditions of the bid.
- b) The bidder goes into liquidation, voluntarily or otherwise,
 - If the selected bidder fails to complete the assignment as per the timelines prescribed in the RFP and the extension if any allowed, it will not be a breach of contract.
 - The Jai Prakash University, Chapra reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
 - If deductions of account of liquidated damages exceed more than 10% of the total contract price.
 - In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, Jai Prakash University, Chapra reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder.

7.2. Liquidated Damages

- a) Notwithstanding Jai Prakash University, Chapra right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.
- b) Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the value of the order value.
- c) Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- d) Jai Prakash University, Chapra reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Jai Prakash University, Chapra to the bidder. Liquidated damages will be calculated on a per week basis.

7.3. Limitation of Liability

- a) Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.
- b) The total cumulative liability of either party arising from or relating to this contract shall not exceed the total amount paid to the Bidder by the client under that applicable statement of work that gives rise to such liability (as of the date the liability arose); provided however, that this limitation shall not apply to any liability

for damages arising from (a) Willful misconduct or (b) Indemnification against third party claims for infringement.

7.4. Penalty

- a) The Bidder shall perform its obligations under the agreement entered into with the Jai Prakash University, Chapra, in a professional manner.
- b) The Bidder should perform all the activities as per timelines and parameters stipulated by Jai Prakash University, Chapra in this RFP, failing which Jai Prakash University, Chapra may at its discretion impose penalties on the Bidder as defined in the RFP. The penalties on the delivery of the Lab Equipment will be deducted from the payment to the vendor @ 1% of the project cost per week subject to a maximum of 10% or termination of the contract.

7.5. Dispute Resolution Mechanism

In case any dispute between the Parties does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Bihar and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The Provisions of this RFP shall be governed and construed in accordance with the Laws of India and would come under the exclusive jurisdiction of the Courts in Saran, Bihar.

7.6. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or Jai Prakash University, Chapra as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The bidder or Jai Prakash University, Chapra shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

7.7. Fraud Or Corrupt Practices

- a) The Bidders shall observe the highest standard of ethics during the Bidding Process and after the issue of the Letter of Intent (LOI)/Work Order (WO) and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOI/WO or the Agreement, the Jai Prakash University, Chapra may



reject a bid, withdraw the LOI/WO, debar the bidder for a period of one year from participating in the future projects of the Jai Prakash University, Chapra or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the Jai Prakash University, Chapra shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.

- b) Without prejudice to the rights of the Jai Prakash University, Chapra under Clause above and the rights and remedies which the Jai Prakash University, Chapra may have under the LOI /WO or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI /WO or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Jai Prakash University, Chapra during a period of 1 (one) year from the date such Bidder is found by the Jai Prakash University, Chapra to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
- I. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project.
 - II. **"Fraudulent practice"** means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
 - III. **"Coercive practice"** means impairing or harming or threatening to impaired harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process.
 - IV. **"Undesirable practice"** means (I) establishing contact with any person connected with or employed or engaged by Jai Prakash University, Chapra with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest.
 - V. **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection process.

8. Technical Requirements

- i. The successful Bidder shall procure the Lab Equipment as required from a reputed OEM. The Bidder shall note that the specification provided is the minimum

requirement and can supply better specification if required. The Bidder shall supply all components as per requirements of the RFP. The Bidder shall be responsible for supply of the Lab Equipment and installation at site.

- ii. All Lab Equipment proposed by the bidder shall be licensed to Jai Prakash University, Chapra and will be the property of Jai Prakash University, Chapra. The Bidder has to prepare and submit a delivery report including details of all components supplied. The delivery report will be validated by Jai Prakash University, Chapra.
- iii. The Lab Equipment provided by the Successful Bidder shall meet all the Service Level requirements as mentioned in the RFP. While the basic Bill of Material will not change, any change in the BOM specification will be done only to provide a higher specification.
- iv. Successful bidders will be expected to bring all the installation equipment and tools required for the installation of the Equipment. All the work shall be done in a conscientious manner as per the OEM guidelines and best industry practices. The Equipment shall be subjected to inspection at various stages. Local regulation/codes shall be followed at all times. The Successful Bidder shall follow all Safety Regulations and Practices at the time of installation and implementation.
- v. The Successful Bidder shall not cause any damage to buildings/installation site and property and will perform restoration to the original condition to the satisfaction of Board authorities, if any damage occurs.
- vi. Jai Prakash University, Chapra shall perform the acceptance test (AT) ensuring that all the Lab Equipment supplied are performing as per the specification. Jai Prakash University, Chapra would issue certification of completion after verifying availability of all the Lab Equipment.
- vii. The bidder should provide all relevant documentation including:
 - Original Manuals, Data Sheets, Installation Documents and any other documents relevant to the hardware and peripherals supplied by the Bidder.
 - Documentation should be provided by the selected Bidder on a regular basis as and when desired by Jai Prakash University, Chapra during the entire period of Contract.


8.1. Implementation Service Levels

Measurement	Target
Installation and commissioning of Lab Equipment.	Within 5 weeks from receipt of purchase order

8.2. Manpower Related Service Levels

The support personnel should be available over the phone. In critical situations or when directed by Jai Prakash University, Chapra, the support personnel must be available on site within 4 Days of request from Jai Prakash University, Chapra at the locations. Non-availability of the support personnel as stated above will be treated equivalent to a single occasion of non-conformity.

Measurement	Target	Penalty
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No of Occasions of Non-Conformity	Up to 5 in year	No penalty
	More than 5 occasions of non-conformity in a year	0.2% of the Performance Bank Guarantee for every occasion of non-conformity exceeding 5
	More than 25 occasions of non-conformity in a year	0.5% of the Performance Bank Guarantee) for every occasion of non-conformity exceeding 25 (in addition to the penalty for exceeding 5 occasions of non-conformity as mentioned above)

9. Details on Scope of Work

The scope of work for this RFP will include the following activities:

- The scope of the work for this Request for proposal (RFP) for Selection of Agency for Laboratory Equipment Supply, Installation and Services for its maintenance to university. It will enrich academic potential and vibrancy along with supporting and consolidating research. The purpose of this RFP is to on board potential agencies which have experience of supplying highly sophisticated scientific equipment manufactured in India or abroad for research purposes
- Maintenance of the supplied laboratory equipment for a period of 3 year, followed by Comprehensive Maintenance Charges (CMC) for an additional 5 years, as per the rates quoted in the financial bid and stipulated in the final signed contract.
- The bidder will be responsible for providing Standard Laboratory Equipment for providing requisite equipment for the University as per their requirement and specification.
- Equipment to be supplied shall be latest branded models manufactured with 100% new OEM parts. All products to be supplied should be part of current production as on the date of award of the tender. For the purpose of this contract "current production" shall mean that the equipment model has been manufactured and introduced in the Indian market as new equipment. Refurbished equipment is not acceptable in any case.

10. Equipment:

List of Equipment to be procured is attached below in this RFP.

NOTE:

- Bidders are required to submit separate quotes for each piece of equipment and its corresponding Comprehensive Maintenance Contract (CMC). The evaluation will focus on identifying the lowest bidder for each equipment and CMC, with the overall award going to the bidder who presents the lowest total price for each item. Bidders may choose to quote for one or multiple pieces of equipment. All bidders must meet the qualification criteria, regardless of whether they are quoting for one or more equipment.
- In case of a tie at the L1 price, the work shall be awarded to the bidder who has quoted the lowest price for CMC. If further tie, then the decision of the university shall be final and binding to all.