

# Mohanlal Sukhadia University, Udaipur Department of Chemistry

NOTICE INVITING E-BID No. 02/2021-22

# **Bidding Document**

(For Procurement of Scientific Equipments for Research Purpose)

Single Stage Online Bid under Two Cover System

Last Date for Bid Submission is 23.09.2021

# **Bidding Document**

Procurement of Goods: Single Stage Online Bid under Two Cover System

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## TABLE OF IMPORTANT DATES FOR BID

S.No.	Event	Scheduled Date & Time
1.	Publication of Notice Inviting E-Bids	14.09.2021
2.	Downloading of Bid Documents from Website/Portal	15.09.2021,09.00 AM
3.	Website for downloading Bid Documents	https://eproc.rajasthan.gov.in
4.	Bid Document Submission Start	15.09.2021,09.00 AM
5.	The deadline for downloading the Bid Documents	23.09.2021, 05:00 PM
6.	Deadline for Bid Submission	23.09.2021, 05:00 PM
7.	Deadline for receipt of Bid Fee, RISL Processing Fee and Bid Securing Declaration	24.09.2021, 12.00 PM
8.	Technical Bid Opening	24.09.2021, 03:00PM
9.	Financial Bid Opening	To be announced immediately after technical evaluation of Bids

Dated: 14.09.2021

# DEPARTMENT OF CHEMISTRY Mohanlal Sukhadia University, Udaipur

MLSU/CHEM/2021/NIBE/2082

#### NOTICE INVITING E-BIDS No. 02/2021-22

1. Single stage online unconditional Bids under Two-Cover system (Technical and Financial) are invited for the procurement of *Scientific Equipments for Research Purpose* in phased manner as listed below, from manufacturers/ authorized distributors/ authorized dealers up to 5:00 PM of dated 23.09.2021. Bidders can participate in the online bid process from 15.09.2021, 09.00 AM onward after registering on the websitehttps://eproc.rajasthan.gov.in.

S. No.	Name of Article	Estimated Cost in INR per Unit (including 5% GST) & Quantity	Bid Price (Rupees)	Bid Security
	Brief Description of the Functionalities		Bid Fee: 1000.00 RISL Processing Fee: 500/-	Bid Securing Declaration on Stamp of Rs. 50 with 30 % surcharge in favor of Head, Department of Chemistry
1	1. Rotation Speed up to 280 RPM, Vertical condenser with Condenser surface area of 1400 cm² or more.  2. It should have integrated control panel with digital LCD display to control and adjust rotation and heating temperature.  3. Rotary Evaporator with condenser having 1 litre	2,50,000.00 x (3 Nos) = 7,50,000.00		

l <u>e Stage Online</u> l	Bid unde	er Two-Cover System	
		Evaporating flask and 1	
		litre receiving flask.	
	4.	Convenient Motor Lift	
		with electronic speed	
		control, Evaporating	
		flask should lift	
		automatically during	
		power failure, should be	
		having the option to	
		adjust height by press of	
		a button with the	
		immersion depth	
		adjustment should be	
		140 mm or better.	
	5.	The Accidental changing	
		of the values can be	
		prevented by the lock	
		function & the locking	
		function of the knobs	
		prevents unintentional	
		adjustment of the values.	
	6.	There should be highly	
		resistant and particularly	
		durable PTFE vacuum	
		seals that can achieve	
		maximum tightness and	
		reduce expenses for	
		spare parts in the long	
		run.	
	7.	The universal heating	
		bath temperature should	
		be 20-180 Degree	
		Centigrade or wider	
	l		1

e Stage Online Bio	id under Two-Cover System
	range starting from 20
	degree C
	8. Bath Temperature
	Accuracy ±1°C.
	9. Heating bath should
	accommodate 3 liter
	flask or more as a
	standard and allows for
	200 mm horizontal
	extension and height
	adjustment of at least
	155 mm.
	10. Heating bath should
	have cut-off at 5 Degree
	Centigrade over set
	temperature.
	11. Protection Class: IP20 or
	better
	12. Should have integrated
	clamp to hold
	evaporating flask. All
	parts which are in
	contact with the media
	should be chemically
	resistant.
	13. Warranty should be 3
	years or more except
	glassware's.

2.	Vacuum pump with digital vacuum controller	1,50,000.00 x (3Nos) = 4,50,000.00	
	Chemical resistant		
	Two-stage Diaphragm		
	pump		
	2. Suction capacity should		
	be 0.75-1.5 m <sup>3</sup> /hr or		
	better		
	3. Ultimate vacuum		
	should be 7 mbar or		
	better.		
	4. Vacuum pump should		
	be valve		
	controlled/speed		
	controlled vacuum		
	pump.		
	5. Digital Vacuum		
	Controller should be		
	provided along with the		
	vacuum pump with		
	timer function, display		
	of set and actual value		
	of pressure settings and		
	should be equipped		
	with internal solvent		
	library and lists the		
	common solvents.		
	6. Warranty: 3 Years		

Single Stage Online Bid under Two-Cover System

3	Vacuum Seal	5,000.00
		( 6 Nos) = 30,000.00
	Highly durable long-lasting	20,000.00
	PTFE, FKM sealing ring achive max. tightness and	
	save on long term spare	
	parts.	
4.	<u>Chiller</u>	2,70,000.00
	1. Chiller containing	(1 Nos) = 2,70,000.00
	circulating bath.	
	2. R134a refrigerant, with	
	efficient compressor.	
	3. Temperature Range should	
	be -10 to +25°C.	
	4. Temperature regulation	
	accuracy ±1°C.	
	5. Cooling capacity 400 W or	
	more at 20°C.	
	6. Pump pressure max. should	
	be 0.30 bar or more.	
	7. Pump flow rate: 2.5 L/min	
	or more.	
	8. Chamber volume should be	
	3 L or more.	
	9. Electrical Requirement	
	should be 220V 50HZ.	
	10. Warranty: 3 Years	
	Total	15,00,000.00 (13 Nos)

#### **Note:**

- 1. All quoted items should be from same manufacturer.
- 2. The manufacturing firm should have ISO/CE certificate.
- 3. All the relevant and supporting documents shall be provided for the evaluation of technical bids.
- 4. Price must be quoted in INR Including all other Taxes but excluding GST.
- 2. The complete Bidding Document including the conditions of contract, evaluation and qualification

#### Single Stage Online Bid under Two-Cover System

- criteria and procedure, bidding forms, specifications etc. can be seen at and downloaded from the website <a href="https://sppp.rajasthan.gov.in;https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> or the official web site of the University <a href="https://www.mlsu.ac.in">www.mlsu.ac.in</a> up to **05:00 PM on 23.09.2021**.
- 3. For participation in the online Bid process, Bidder must procure a Digital Signature Certificate (DSC) (Type-III) as per Information Technology Act-2000 using which they can digitally sign their electronic Bids. Bidders can process the same from any CCA approved certifying agency such as TCS, Safecrypt, Ncode etc. Bidders who already have a valid DSC need not procure a new DSC. Also the bidder must register on <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>. Bidders already registered need not doso.
- 4. Bidders are advised to refer, Bidders Manual Kit" available at E-procurement website for further details of the e-tendering process.
- 5. The Bid is for a Rate Contract.
- 6. The evaluation criteria have been specified in the Bid documents under Section-III.
- 7. Bid fee of Rs. 1000/- payable to Head, Department of Chemistry, MLSU, Udaipur and RISL Bid processing fees of Rs. 500/- for *MD RISL*, *Jaipur* payable at Jaipur (*Managing Director*, *RajComp Info Services Ltd.*) must be paid through RTGS/NEFT latest by 05:00 PM on 23.09.2021:

Beneficiary Name: HEAD DEPARTMENT OFCHEMISTRY MLSU	
Bank Name: ICICI BANK	
Branch Address: RCA, Udaipur	
Bank Account No.: 693901700524	
IFSC Code: ICIC0006939	
MICR Code: 313229014	

The Bid Fee and RISL Bid processing fee shall be non-refundable. The NEFT/RTGS/UTR No. and Date along with certified bank details (in prescribed format provided as Form No. 8 in Section-IV of the bidding document) to be uploaded with the Technical Bid form.

- 8. In pursuance to Circular No. F. 2 (1) FD/ G & T SPFC/2017 dated 23.12.2020 of Finance(GeneralFinanceandAccountsRules)Department,GovernmentofRajasthanthe bid security has been waived off. In lieu of bid security the Bid Securing Declaration (BSD) shall be submitted in prescribed format (Form No. 9 specified in Section –IV of the bidding document). As per the Rajasthan Stamp Act, 1998 Rs. 50 Stamp Duty and surcharge @ 30 percent is payable in Rajasthan state on the BSD. Scanned copy of the BSD must be uploaded with the Technical Bids form. The original copy of the BSD should reach to the *Head*, *Department of Chemistry UCOS MLSU*, *Udaipur* latest by 24.09.2021, 12:00 PM.
- 9. The Bidders shall upload the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered, warranties, etc. in the Technical Bidfile.

  10. Technical Bid form duly signed on all pages and serially numbered accompanied with scanned copy of the NEFT/RTGS/UTR No. for the Bid Fee and RISL Processing Fee, Bid Securing Declaration,

Single Stage Online Bid under Two-Cover System

Technical Bid as well as the Technical Bid submission form in one file; and Financial Bid submission sheet as well as the Financial Bid in another file shallbeuploadedinthecovercontentof,,TECHNICALBID\*and,,FINANCIALBID\* respectively in electronic format up to **05:00 PM on 23.09.2021**on<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>.

- 11. The Bids shall be opened at 03.00 Noon on 24.09.2021 in Department of chemistry, UCOS, Mohanlal Sukhadia University, Udaipur.
- 12. The Procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof. Other terms and conditions laid down under the RTPP Act, 2012 and RTPP Rules, 2013 as amended and mentioned in the Bid documents shall be applicable.

Any dispute arising there out of this Bid shall fall under the jurisdictions of courts of law at Udaipur.

Head, Department of Chemistry Mohanlal Sukhadia University Udaipur, (Rajasthan)

(Abridged Form of Notice Inviting E-Bids to be published in newspapers with UBN Nos.)

#### DEPARTMENT OF CHEMISTRY, MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

MLSU/CHEM/2021/NIBE/2082 Dated: 14.09.2021

#### NOTICE INVITING E- BID No. 02/2021-22

Two (02) single stage online unconditional bids under two-cover system are invited for the procurement *Scientific Equipments for Research Purpose*(total estimated cost 14.75 lakhs) from manufacturers/authorized distributors/authorized dealers upto **05:00 PM on 23.09.2021** 

Details of required number of items, estimated cost, specifications and other terms and conditions etc. may be seen in the Bidding Documents on the website https://sppp.rajasthan.gov.in; https://eproc.rajasthan.gov.in or University website <a href="https://www.mlsu.ac.in">www.mlsu.ac.in</a>.

NIB CODE: SUU2122A0039 UBN No: SUU2122GLOB00064

Head, Department of Chemistry, Mohanlal Sukhadia University, Udaipur

# **Section I: Instructions to Bidders**

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## **Instructions To Bidders (ITB)**

(A) Special instructions: The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Transparency Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act are in force for the Procuring Entities in the State. The said Act and Rules are available on the website of State Public Procurement Portalhttp://sppp.rajasthan.gov.in.The Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If any discrepancy between the provisions of the Act and the Rules and of this Bidding Document is found at any point of time, the provisions of the Act and the Rules shall prevail over the bidding document.

#### (B) Instructions for online bid submission are detailed out in Appendix-A

### (C) General Instructions

1. (	1. General Instructions			
1.1	Scope of Bid	1.1.1	In support of the Invitation to online Bid indicated in the Bid Data Sheet (BDS), the Procuring Entity, as indicated in the BDS, issues this Bidding Document for the supply, installation and commissioning of <i>Scientific Equipments for Research Purpose</i> and related services incidental thereto.	
		1.1.2	<ul> <li>Throughout this Bidding Document:</li> <li>i. The term "in writing" means communicated in written form through letter, fax, e-mail etc. with proof of receipt;</li> <li>ii. If the context so requires, singular means plural and vice versa; and</li> <li>iii. "Day" means calendar day.</li> <li>iv. "Price Bid", Price Schedule and "Financial Bid" are one and the same.</li> </ul>	
1.2	Source of Funds	1.2.1	The expenditure will be met by budgetary funds from project sanctioned to Dr. Siddharth Sharma (PI), Dr. Tarun Kumar(PI), Ms. Barkha Darra Wadhwani (PI), Department of Chemistry, MLSU, Udaipur.	

1.3	Code of Integrity	1.3.1	No person participating in a procurement process shall act in contravention of the code of integrity as per Section 11 of the Act and Rule 80 of the Rules. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules stated above and in this Clause in this Bid, in Form No. 7 specified in Section IV, Bidding Forms.
	Conflict of Interest	1.3.2	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document. The bidders must well acquaint themselves with the provisions of the Act & Rules in this regard and must act accordingly.
	Breach of Code of Integrity by the Bidder	1.3.3	Without prejudice to the provisions of the Bid, Act and Rules 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 action in accordance with the provisions of subsection (3) of section 11 and section 46 of the Act and Rules.
1.4	Eligible Bidders	1.4.1	A Bidder may be a natural person, private entity, government-owned entity or, where permitted in the Bidding documents, any combination of them with a formal intent to enter into an agreement. No joint venture (JV) is allowed. The Bidder shall be authorized dealer/authorized distributer/manufacturer. The Contractor/firms shall furnish the following documents attached with the quotation for Technical Bid failing which the bid will be rejected summarily.
			The Laboratory Equipments must be manufactured by a company whose products have passed ISO9001 quality management system.
			Bidder must attach proof related to (i) Manufacturing certificate issued by the Manufacturer or their authorized Indian Agent with warranty of three years (ii) ISO certification.
			Bidder must have been in the business of Laboratory Equipments supply and installation during last three years.  Bidder must attach Copy of 10 purchase orders of rotary evaporator from National Institutes/Central Universities/State Universities in last 3 years to prove the prior experience where supply has been made.
			Bidder must have authorized service centre in India to attend

	maintenance calls since last three years.
	The firm should not have been black listed from any Govt./Ministry/PSU Organization (A certificate in this regard will be submitted with the tender)
1.4.2	A Bidder, and all parties constituting the Bidder, shall have the nationality of India.
1.4.3	A Bidder debarred under Section 46 of the Act shall not be eligible to participate in this procurement process.
1.4.4	The bidder must be oem, or where permitted, oem authorized distributor, authorized dealer in the goods and he shall furnish manufacturer's authorization letter in the format specified under section iv. Offers without manufacturers printed technical literature or technical literature certified by the manufacturer may be rejected.  (a) Enclose product catalog/brochures with detailed technical specifications. If the technical specifications are not provided, the
1.4.5	<ul> <li>i. Any change in the constitution of the firm etc., shall be notified forthwith by the Bidder 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.</li> <li>ii No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract.</li> </ul>

		1.4.6	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Entity.
		1.4.7	Each Bidder shall submit only one Bid. (c) The manufacturer of the lab equipments must be a reputed firm. The firm must have a good network of dealers; maintenance centers/service centers all over the country. The manufacturer must have been in the business for during last three years and the manufacturer must be ISO Certified.
		1.4.8	No Bidder who is not registered under the GST in the State where his business is located shall bid. The GSTIN must be quoted, without which the Bid is liable to be rejected.
		1.4.9	<ul> <li>Average annual turnover of last three years of the bidder shall be more than INR 10 Crore, relevant document shall be provided.</li> </ul>
1.5	Eligible goods & services	1.5.1	As per technical specifications mentioned in the Technical Bid.

#### 2. Contents of Bidding Document

2.1	Sections of the Bidding Document	2.1.1	The Bidding Document consists of Parts 1, 2, and 3 which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 2.3.1 [Amendment of Bidding Document].
			Part 1: Bidding Procedures
			SectionI. Instructions to Bidders (ITB) SectionII. Bid Data Sheet(BDS)
			Section III. Evaluation and Qualification Criteria
			Section IV. Bidding Forms
			Part 2: Contract
			Section V. Contract Forms
			1. Agreement
			2. Dispute Resolution Mechanism
			Part 3: Supply Requirements – As per order by Procuring Entity from time to time
			Section VI
			<ul><li>(a) Schedule of supply, installation/ commissioning, mandatory operation and maintenance, training etc.</li></ul>
			(b) Specifications/ conformance to standards, designs and drawings etc.
			The Notice Inviting E-Bids issued by the Procuring Entity shall also be a part of the Bidding Document.

	2.1.2	<ul> <li>i) The complete Bidding Document shall be uploaded on the University website and State Public E-Procurement Portal (https://eproc.rajasthan.gov.in) and shall be available for download till the given time one day prior to the date of opening of Bids. The prospective Bidders shall download the Bidding Document from the e-procurement portal or University website starting from the date and time given in the Notice Inviting E-Bids.</li> <li>ii) The price of bid document i.e. Bid Fee and RISL</li> </ul>
		Processing Fee shall be paid through NEFT/RTGS.  ii) Bid Securing Declaration shall be submitted in lieu of Bid Security in favor of <i>Head</i> , <i>Department of Chemistry</i> , <i>Mohanlal Sukhadia University</i> , <i>Udaipur</i> as per the details specified in Notice Inviting E-Bid.
		iv) It is not needed to submit or upload scanned copy of the cheque along with bid. It shall be furnished only physically with the Bid Securing Declaration form.
		v) The cheque shall be returned in the following cases:
		(a) The firm is not successful bidder.
		(b) Successful execution of the agreement of procurement and furnishing of performance security.
		(c) Satisfactory execution of supply order within the specified time period after the supply order is placed
		(d) Cancellation of the bid or procurement process.
	2.1.3	The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if these are not downloaded correctly from the Procuring Entity's website/ e-procurement website.
	2.1.4	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.

2.2	Clarification of Bidding Document and Pre-Bid Conference	2.2.1	A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the BDS and E-mail id <a href="mailto:hodchemistry@mlsu.ac.in">hodchemistry@mlsu.ac.in</a> The Procuring Entity will respond in writing to any request for clarification within two days, provided that such request is received no later than 05 (five) days prior to the deadline for submission of Bids as specified in ITB Sub-Clause 4.2.1 [Deadline for Submission of Bids].
		2.2.2	There shall be no Pre-Bid conference.
2.3	Amendment of Bidding Document	2.3.1	Any addendum issued shall be part of the Bidding Document and shall be uploaded on the SPPP/e-procurement website and University website for prospective bidders to download.
		2.3.2	At any time prior to the deadline for uploading the Bids, the Procuring Entity, <i>suo moto</i> , may also amend the Bidding Document, if required, by issuing an addenda which will form part of the Bidding Document.
		2.3.3	The Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.2 [Deadline for Submission of Bids] with intimation to Bidders.
3. Pr	eparation of Bids		
3.1	Cost of Bidding	3.1.1	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.
		3.1.2	The Bidder shall furnish the attested copies of following documents with its Bid:  i. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing the Bid, authorizing him to represent all partners of the firm.  ii. GSTIN issued by the competent authority and Permanent
			Account Number (PAN) issued by Income-Tax Department.  iii. Address of residence and office, telephone numbers e- mail address, if any incase of sole Proprietorship.  Registration certificate and Memorandum of Association

			issued by Registrar of Companies in case of a registered company and in case of another statutory or registered body, certificate of incorporation or registration issued by concerned authority. Power of attorney in favour of the person signing the Bid.
3.2	Language of Bid	3.2.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in <b>English</b> . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by a self-attested accurate translation of the relevant passages in <b>English</b> , in which case, for purposes of interpretation of the Bid, such translation shall govern.
3.3	Documents Comprising the Bid	3.3.1	The Bid shall comprise of two bids to be uploaded simultaneously, Technical Bid and the Financial or Price Bid in respective files.
		3.3.2	The Technical Bid shall contain the following:
			i. Technical Bid Submission Sheet and Technical Bid containing the filled up Bidding Forms and Declarations related to Technical Bid and Code of Integrity given in Section IV, Bidding Forms;
			ii. Proof of payment of price of Bidding Document and RISL Fee and Bid Securing Declaration;
			iii. Written confirmation authorizing the signatory of the Bid to commit the Bid by the competent authority;
			iv. Documentary evidence in accordance with ITB Clause 3.8 establishing the Bidder's eligibility to bid;
			v. Documentary evidence in accordance with ITB Clauses 3.10, that the Goods and Related Services conform to the Bidding Document;
			vi. Documentary evidence in accordance with ITB Clause 3.11establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
			vii. Details of the specifications, installation, testing, commissioning and performance requirements are to be submitted. For installation and commissioning the Bidder should confirm the availability of qualified and experienced technical personnel as required;

			viii. Drawings/ designs in support of the Goods to be supplied;
			ix. Any other document required in the BDS; and
			x. Any other document considered necessary by the bidder to strengthen the Bid submitted
		3.3.3	<ul> <li>The Financial Bid shall contain the following:</li> <li>i. Financial Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 3.4, 3.6 and 3.7;</li> <li>ii. Any other document, if required, in the BDS.</li> </ul>
3.4	Bid Submission Sheets and Price Schedules	3.4.1	The Bidder shall upload the Technical Bid using the Technical Bid Submission Sheet and Financial Bid using the Financial Bid Submission Sheet as provided in Section IV, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in indelible ink or typed with the information requested.
		3.4.2	The Bidder shall upload as part of the Financial Bid, the Price Schedules for Goods and Related Services using the BOQ (.xls format) available with the E-Bid at https://eproc.rajasthan.gov.in (sample format given at Form No. 5 provided in Section IV, Bidding Forms)
3.5	Alternative Bids	3.5.1	Alternative Bids shall not be considered.
3.6	Bid Prices and Discounts	3.6.1	The prices and discounts quoted by the Bidder in the Financial Bid Submission Sheet and in the Price Schedules (BOQ) shall conform to the requirements specified in following Sub-Clauses:
		3.6.2	All items in the Schedule of Supply must be specified/listed and priced separately in the Price Schedules.
		3.6.3	The price to be quoted in the Financial/ Price Bid Submission Sheet shall be the total price of the Bid including all taxes and any other charges thereof, excluding any discounts offered. Discounts shall be shown separately.
		3.6.4	The Bidder shall quote any unconditional discounts and the methodology for their application in the Financial Bid Submission Sheet.

		3.6.5	<ul> <li>Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated.</li> </ul>
			ii. This shall not in any way limit the Procuring Entity's right to contract on any combination of the terms offered.
			iii The total price shall be FOR at Department of Chemistry, MLSU, Udaipur including GST@5%.
		3.6.6	Prices quoted by the Bidder shall be fixed during the Bidder'sPerformance of the Contract and not subject to variation on any account.
		3.6.7	The procurement may be executed in phased manner subject to availability of budget. Prices quoted shall correspond to 100% of the items specified for each phase and to 100% of the quantities specified for each item of a phase (If applicable)
		3.6.8	All rates quoted must be FOR destination and should include all incidental charges <b>excluding 5% GST</b> . No carriage or transportation charges will be paid by Procuring Entity and the delivery [including unloading and stacking etc.] of the Goods shall be given at the designated premises of the Procuring Entity.
3.7	Currencies of Bid	3.7.1	The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
3.8	Documents Establishing the Eligibility of the Bidder	3.8.1	To establish their eligibility in accordance with ITB Clause 1.4 [Eligible Bidders], Bidders shall complete the eligibility declarations in the Bid Submission Sheet and Declaration Form included in Section IV [Bidding Forms]
3.9	Documents Establishing the Eligibility of the Goods and Related Services	3.9.1	The Good and Services shall be as per specifications given in the Technical Bid.
3.10	Documents, tests, samples and trials establishing the conformity of the goods and related services to the bidding	3.10.1	To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence (specifications, designs and drawings and conformance to BIS or other acceptable codes) and where asked for, supply samples, demonstrate trials or carry out tests as specified in SectionV, Schedule of Supply and any Amendment thereof issued in accordance with ITB Clause2.3

	document		[Amendment of Bidding Document].
		3.10.2	The documentary evidence may be in the form of literature, design/drawings or data etc., and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a duly signed statement of deviations and exceptions to the provisions of Section V [Schedule of Supply].
		3.10.3	Standards for workmanship, process, material, operation and maintenance and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Supply, are the minimum acceptable standards and are intended to be descriptive only and not restrictive. The Bidder may offer other standards of better quality, brand names, and/ or catalogue numbers, provided that it demonstrates to the Procuring Entity's satisfaction that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.
3.11	Documents Establishing the Qualifications of the Bidder	3.11.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Bid the documentary evidence indicated for each qualification criteria specified in Section III [Evaluation and Qualification Criteria].
3.12	Period of Validity of Bids	3.12.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
3.13	Bid Security	3.13.1	The Bidder shall furnish a Bid Securing Declaration in lieu of Bid Security in pursuance to Circular No. F. 2 (1) FD/ G & T – SPFC/2017 dated 23.12.2020 of Finance (General Finance and Accounts Rules) Department, Government of Rajasthan.
		3.13.2	A firm's shall submitted to the Procuring Entity in person or by post with original copy of the Bid Securing Declaration latest by 12:00 Noon of 24-09-2021. It shall be furnished only physically with the Bid Securing Declaration form.

	3.13.3	The cheque furnished towards Bid Security shall be returnable subject to conditions laid down in the Bid Securing Declaration.
	3.13.4	A Bid Securing Declaration shall be submitted in lieu of Bid Security by all bidders including the Departments of the State Government and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are controlled or managed by the State Government and Public Sector Enterprises of Central Government.
	3.13.5	Scanned copy of the Bid Securing Declaration shall necessarily be uploaded with the Technical Bid failing which it shall be liable to be rejected.
	3.13. 6	The firm's Cheques furnished towards Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of the successful Bid and signing of Contract Agreement and submission of Performance Security by the successful Bidder pursuant to ITB Clause 6.5 [Performance Security].
Ĺ	3.13. 7	The Bid Security taken from a Bidder shall be payable and shall be forfeited in the following cases, namely:
		i. When the Bidder withdraws or modifies his Bid after opening of Bids; or
		ii. When the Bidder does not execute the agreement in accordance with ITB Clause 6.4 [Signing of Contract] within the specified time after issue of letter of acceptance/ placement of supply order within the specified period; or
		iii. When the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
		iv. When the Bidder does not deposit the Performance Security in accordance with ITB Clause 6.5 [Performance Security] in the specified time period after the supply / work order is placed; or
		v. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act,

			Chapter VI of the Rules and ITB Clause 1.3.
3.14	Format and Signing of Bid	3.14.1	The Bidder shall prepare one Technical Bid and one Financial Bid as described in ITB Clause 3.3 and each clearly marked as "TECHNICAL BID" and "FINANCIAL BID" on the respective files. All pages shall be serially numbered.
		3.14.2	The original Bids shall be typed or written in indelible ink and it's all pages shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid.
		3.14.3	Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed by the person signing the Bid.
4. Su	bmission and Openi	ng of Bio	ds
4.1	Marking and Uploading of Bids	4.1.1	Bidders shall submit their Bids ONLINE only.
		4.1.2	The Bidder shall upload the Technical Bid along with Technical Bid Checklist Form including enclosures, other documents and Technical Bid Submission Sheet (Form No. 1, 2 & 3) under the cover of "Technical Bid"; and the Financial Bid along with Financial Bid Submission Sheet (Form No. 4 & 5) under the cover of "Financial Bid".
4.2	Deadline for Uploading the Bids	4.2.1	Bids shall be uploaded up to the time and date specified in the Notice Inviting E-Bids or an extension issued thereof.
4.3	Late Bids	4.3.1	The Procuring Entity shall not consider any Bid that is uploaded after the deadline for submission of Bids, in accordance with ITB Clause 4.2.1. Such Bids shall be declared late and shall be rejected.
4.4	Withdrawal of the Bids	4.4.1	A Bidder may withdraw its Bid Proposal ONLINE prior to the opening of the Bid.
		4.4.2	Bid Proposals that are withdrawn ONLINE in accordance with ITB Sub- Clause 4.4.1 [Withdrawal of Bids] shall not be considered.

		4.4.3	No Bid shall be withdrawn in the interval between the opening of the Bid and the expiration of the period of Bid validity specified in ITB Clause 3.12. [Period of Validity of Bids] or any extensionthereof.
4.5	Bid Opening	4.5.1	The person receiving the Bid Securing Declaration form shall handover the same to the Convener of the Bids Opening Committee and obtain his signature in the Bids receipt register.
		4.5.2	The Bids Opening Committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
		4.5.3	First, notices marked as "WITHDRAWAL" shall be opened, listed and read out, and the corresponding Technical Bid shall not be opened. No Bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is readout and recorded at Bid opening. If the withdrawal notice is not accompanied by the valid authorization, the withdrawal shall not be permitted and the corresponding Bid shall be opened.
		4.5.4	The Bids shall be opened by the Bids Opening Committee. The Bids opening procedure as specified on the State e-Procurement Portal shall be followed.
			The Technical Bids shall be opened online through e-procurement portal.
			All the bids uploaded upto specified date and time (only for bidders who have submitted the prescribed fees to the Procurement Entity) shall be opened ONLINE in the presence of the Bidders or their authorized representatives who choose to be present as per procedure under the Act and Rules. In view of prevalent COVID circumstances the bidders may alternatively choose to witness the electronic bid opening procedure online at eProc website.
			The Financial Bids will remain unopened until the time of opening of the Financial Bids. The date, time, and place of the opening of Financial Bids will be advised in writing by the Procuring Entity.
		4.5.5	The Bids Opening Committee shall prepare a list of the Bidders or their representatives if they chose to attend the opening of Bids physically and obtain their signatures on the same as per procedure under the Act and Rules.

	4.5.6	All the Technical Bids/ Proposals shall be opened one at a time, read out and recorded-
		i. The name of the Bidder;
		<ul> <li>ii. Whether proof of providing Bid Securing Declaration, payment of price of the Bidding Document, user charges or processing fee, and other Certificates etc. have been enclosed;</li> </ul>
		iii. Any other details as the Bids Opening Committee may consider appropriate.
		After all the Bids have been opened, they shall be initialed and dated on the first page and other important papers of the each Bid by the members of the Bids Opening Committee.
	4.5.7	Only Technical Bids which are read out and recorded at the bid opening shall be considered for evaluation. No Bid shall be rejected at the time of opening of Technical Bids except the late Bids and Bids not accompanied with the proof of payment of the required price of Bidding Document, processing fee or user charges (in case of e-procurement) and Bid Securing Declaration.
	4.5.8	The Bids Opening Committee shall prepare a record of opening of Technical Bids as per procedure under the Act and Rules.
	4.5.9	After completion of the evaluation of the Technical Bids, the Procuring Entity shall invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified to attend the opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be advised in writing by the Procuring Entity. Bidders shall be given reasonable notice of the date of opening of Financial Bids.
	4.5.10	The Procuring Entity shall notify Bidders in writing whose Technical Bids have been rejected on the grounds of being substantially non-responsive and not qualified in accordance with the requirements of the Bidding Document.
	4.5.11	The Procuring Entity shall conduct the opening of Financial Bids of all Bidders who have qualified in evaluation of Technical Bids, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the Procuring Entity. Alternatively, the

			bidders may also view the financial bid opening status/process online on eProc website.
		4.5.12	All the Financial Bids/cover or bidders shall be opened ONLINE. The process of opening of Financial Bids/covers shall be similar to that of Technical Bids. After all the Bids have been opened, they shall be initialed and dated on the first page of the each Bid by the members of the Bids opening committee. All the pages of the Price Schedule and letters, Bill of Quantities attached shall be initialed and dated by the members of the Committee. Key information such as prices, delivery period, etc. shall be encircled and unfilled spaces in the Bids shall be marked and signed with date by the members of the Bids Opening Committee. The Bids shall be marked accordingly. Alterations/ corrections/ additions/ over-writings shall also be signed to make it clear that such alteration etc. were existing in the Bid at the time of opening.
		4.5.13	The Bids Opening Committee shall prepare a record of opening of Financial Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal the Bid Price (per lot, if applicable), any discounts and alternative offers (if they were permitted). The Bidders or their representatives, who are present, shall sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. The members of the Bids Opening Committee shall also sign the record with date.
5 Eva	luation and Compar	rison of 1	Bids
5.1	Confidentiality	5.1.1	Information relating to the examination, evaluation, comparison and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
		5.1.2	Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.

		5.1.3	Notwithstanding ITB Sub-Clause 5.1.2 [Confidentiality], from
			the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing /E-mail.
		5.1.4	In addition to the restrictions specified in section 49 of the Act, 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.
5.2	Clarification of Technical or Financial Bids	5.2.1	To assist in the examination, evaluation, comparison and qualification of the Technical or Financial 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 in writing.
		5.2.2	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid Evaluation Committee shall not be considered.
		5.2.3	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid Evaluation Committee in the evaluation of the Financial Bids.
		5.2.4	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.
5.3	Deviations, Reservations and Omissions in Technical or Financial Bids	5.3.1	During the evaluation of Technical or Financial Bids, the following definitions shall apply:  i. "Deviation" is a departure from the requirements specified in the Bidding Document;  ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and  iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

5.4	Nonmaterial Nonconformities in Technical or Financial Bids	5.4.1	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformity (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission.
5.5	Correction of Arithmetical Errors in Financial Bid	5.5.1	Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids in accordance with the Rule No. 64 of the Rules.
		5.5.2	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.
5.6	Preliminary Examination of Technical or Financial Bids	5.6.1	The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in ITB Sub-Clause 3.3 [Documents Comprising the Bid] have been provided, and to determine the completeness of each document submitted.
		5.6.2	The Procuring Entity shall confirm, following the opening of the Technical or Financial Bids, that the following documents and information have been provided:
			i Bid is signed, as per the requirements listed in the Bidding Document;
			ii Bid has been uploaded as per instructions provided in the Bidding Document;
			iii Bid is valid for the period, specified in the Bidding Document;
			iv Bid is accompanied by Bid Security or Bid Securing Declaration;
			vi. Bid is submitted in the required Bidding Forms as per Section IV [Bidding Forms];
			vii. Price Schedules in the Financial Bid are in accordance with ITB Clauses 3.4 [Bid Submission Sheets and Price Schedules], and ITB Clause 3.6 [Bid Prices and Discounts] and where permitted,

			Alternative Bids in terms of ITB Clause 3.5 [Alternative Bids]; viii. Written confirmation of authorization to commit the Bidder; ix. Manufacturer's Authorization letter x. Declaration by the Bidder in compliance of Section7 and 11 of the Act; xi. Other requirements, as specified in the Bidding Document are fulfilled.
		5.6.3	Tabulation of Technical bids shall be done as per Rule No. 57.
		5.6.4	Tabulation of Financial bids shall be done as per Rule No. 58.
5.7	Responsiveness of Technical or Financial Bids	5.7.1	The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in ITB Clause 3.3 [Documents Comprising the Bid].
		5.7.2	A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission is one that:
			(a)if accepted, would-
			i. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Supply; or
			ii. limit in any substantial way, inconsistent with the Bidding Document, the Procuring Entity's rights or the Bidder's obligations under the proposed Contract; or
			(b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

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		5.7.3	The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of Section V, Schedule of Supply have been met without any material deviation or reservation.
		5.7.4	If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
5.8	Examination of Terms and Conditions of the Technical or Financial Bids	5.8.1	The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
		5.8.2	The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clauses 3.3 [Documents Comprising the Bid] and 3.10 [Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document], to confirm that all requirements specified in Section V, Schedule of Supply of the Bidding Document and all amendments or changes requested by the Procuring Entity in accordance with ITB Clause 2.3 [Amendment of Bidding Document], have been met without any material deviation or reservation.
5.9	Evaluation of Qualification of Bidders in Technical Bids	5.9.1	The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 3.11 [Documents Establishing the Qualifications of the Bidder], and in accordance with the qualification criteria indicated in Section III, Evaluation and Qualification Criteria. Factors not included in Section III, shall not be used in the evaluation of the Bidder's qualification.
5.10	Purchase and Quality Preference	5.10.1	Purchase preference as per State Government policy and quality preference to meet the requirement of the quality and standard of research work under the Project shall be given.
5.11	Evaluation of Financial Bids	5.11.1	The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive.

		5.11.2	To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
		5.11.3	To evaluate a Financial Bid, the Procuring Entity shall consider the following:
			i. The Bid Price quoted in the Financial Bid;
			<ul> <li>Price adjustment for correction of arithmetical errors in accordance with ITB Clause 5.5. [Correction of Arithmetical Errors];</li> </ul>
			iii. Price adjustment due to discounts offered, if permitted, in accordance with ITB Sub-Clause 3.6.4 [Bid Prices and Discounts]; and
			iv. Price and/ or purchase preference in accordance with ITB Clause 5.10 [Price and/ or Purchase Preference]
			v. Price adjustment due to application of all the evaluation criteria specified in Section III [Evaluation and Qualification Criteria]. These criteria may include factors related to the characteristics, performance, and terms and conditions of procurement of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of the Bids, unless otherwise specified in Section III [Evaluation and Qualification Criteria].
		5.11.4	Unless otherwise specified in BDS, the evaluation of the total Price of a Bid shall be the price of delivering the Goods and Related Services at the site(s) or place(s) of delivery specified in Section V [Schedule of Supply], including all taxes and duties payable on them, insurance, transport, loading, unloading, erecting, stacking, testing, commissioning, etc.
5.12	Comparison of Bids	5.12.1	The Procuring Entity shall compare all substantially responsive Bids to determine the lowest-evaluated Bid, in accordance with ITB Clause 5.11 [Evaluation of Financial Bids].
5.13	Post qualification of the Bidder	5.13.1	The Procuring Entity shall determine to its satisfaction that the Bidder that is selected as the lowest Bidder is qualified to perform the Contract satisfactorily.
5.14	Negotiations	5.14.1	Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself.

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		5.14.2	Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances-
			i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or
			ii. when the rates quoted vary considerably and considered much higher than the prevailing market rates.
		5.14.3	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
		5.14.4	The lowest Bidder shall be informed about negotiations 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 Bidder has received the intimation and consented to holding of negotiations.
		5.14.5	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.
		5.14.6	In case of non-satisfactory achievement of rates from lowest Bidder, the Bid Evaluation Committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and reinvite Bids or to make the same counter- offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation till the counter offer is accepted and supply order may be awarded to the Bidder who accepts the counter-offer.
		5.14.7	In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.
5.15	Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids	5.15.1	The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.
6. Award of Contract			
6.1	Procuring Entity's Right to Vary Quantities	6.1.1	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.

		6.1.2	Repeat order for additional quantities may be placed upto 31.03.2022. The value of the additional quantities may be upto 50% of the value of goods of the original Contract at the rates and conditions given in the Contract. Delivery period shall be as fixed by the Procuring Entity.
6.2	Dividing quantities among more than one Bidder at the time of award	6.2.1	All the quantities of the subject matter of procurement shall be procured from the Bidder whose Bid is accepted.
6.3	Acceptance of the successful Bid and award of contract	6.3.1	The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.
		6.3.2	Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
		6.3.3	A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
		6.3.4	The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in Section III, Evaluation and Qualification Criteria and if the Bidder has been determined to be qualified to perform the contract satisfactorily.
		6.3.5	Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
		6.3.6	If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.
6.4	Signing of Contract	6.4.1	In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of Rajasthan State @ Rs. 500 (stamp duty payable as per Rajasthan Stamp Act, 1998 and surcharge @30 % shall also be chargeable)) at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, with in a period of 15 days from the

			date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.
		6.4.2	If the Bidder whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration as the case may be, within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.
		6.4.3	The Bid Security and samples, if any, of the Bidders whose Bids could not be accepted shall be refunded/ returned soon after the contract with the successful Bidder is signed and his Performance Security is obtained.
6.5	Performance Security	6.5.1	Performance Security shall be solicited from the successful Bidder except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The Procurement Entity may relax the provision of Performance Security in particular procurement.
		6.5.2	The amount of Performance Security shall be 2.5 percent of the amount of the supply order (in pursuance to Rajasthan Gazette Notification, Finance (G & T) Department dated 18.12.2020). In case of Small Scale Industries of Rajasthan it shall be 0.5 percent of the amount of quantity ordered for supply of Goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 01 percent of the amount of supply order. The currency of Performance Security shall be Indian Rupees.
		6.5.3	Performance Security @ 2.5 percent of the Supply Order shall be furnished in form as decided by the Procuring Entity.
		6.5.5	Failure of the successful Bidder to submit the above- mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated qualified Bidder.

		6.5.6	The amount of Performance Security in full or part shall be forfeited in accordance with the Act and the Rules.  In case of forfeiture of performance security, the decision of the Procuring Entity in this regard shall be final. Notice of reasonable time will be given.
7. G	rievance Handling P	rocedure	e during Procurement Process (Appeals)
7.1	Grievance handling procedure during procurement process	7.1.1	Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in <b>Appendix B</b> to these ITB.

#### **APPENDIX A**

#### **Instructions for Online Bid submission**

- 1) The Bids shall be submitted online through the eProcurement Portal atwww.eproc.rajasthan.gov.in
- 2) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite fore-tendering.
- 3) Bidder should do the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.
- 4) Bidder need to login to the site through their user ID/password chosen during enrollment/registration.
- 5) Then the Digital Signature Certificate (Class II or Class III certificate with signing key usage) issued by SIFY/TCS/Code/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 6) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 7) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 8) After downloading/getting the tender document/schedules, the Bidder should go through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) If there are any clarifications, this may be obtained online from Procuring Entity through e-mail at <a href="https://hockemistry@mlsu.ac.in">hodchemistry@mlsu.ac.in</a> Bidder should take into account the corrigendum published before submitting the bids online.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the any tenders "folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.

- 12) It is constructed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under my space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 15) Bidder should submit the Bid Fee/Bid Security as specified in the tender. The original should be posted/couriered/given in person to the Procuring Entity, as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 16) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 17) The details of RTGS/NEFT/UTR No should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 18) The bidders has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 19) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

- 20) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 21) The bidders shall submit the bids through online e-tendering system to the Procuring Entity (PE) well before the bid submission end date & time (as per Server System Clock). The PE will not be held responsible for any sort of delay or the difficulties faced during the submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 22) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 23) The time setting fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 24) All the data being entered by the bidders would be encrypted using PKI encrypted techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/ bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

#### Appendix B

#### **Grievance Handling Procedure during Procurement Process (Appeals)**

#### (1) Filing an appeal

(a) 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 thereunder, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or 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 in terms of section 27 of the Act, 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 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) After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.
- (c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal 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 the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties. If the Second Appellate Authority is unable to dispose of the appeal within the aforesaid period, he shall record reason for the same.

#### (2) 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 bidding 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.

#### (2) Form and procedure of filing an appeal

- (a) An appeal shall be in the annexed Form (*Annexure 1*) 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 offee.
- (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.

#### (3) 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 aScheduled Bank in India payable in the name of Appellate Authority concerned.

#### (4) Procedure for disposal of appeals

- (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

# Annexure 1

## [See Rule 83]

Memo	randum o	of Appe	al under	the Ra	iasthan	Transparenc	v in F	Public	Procuremen	t Act.	2012

lemorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 201
Appeal No
<ol> <li>Particulars of appellant:         <ul> <li>(i) Name of the appellant:</li> <li>(ii) Official address, if any:</li> <li>(iii) Residential address:</li> </ul> </li> </ol>
<ul><li>2. Name address of the respondent(s): (i)</li><li>(ii)</li><li>(iii)</li></ul>
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 of 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

# **Section II: Bid Data Sheet**

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1.	General Facts/Clarifications
ITB 1.1.1	The number of the Notice Inviting Bids is No. 02/2021-22  The Procuring Entity is Head, Department of Chemistry, UCOS, Mohanlal Sukhadia University, Udaipur
ITB 1.2.1	The expenditure on this subject matter of procurement will be met by budgetary resources under Research Project, for Department of Chemistry, Mohanlal Sukhadia University, Udaipur sanctioned to (PI) Department of Chemistry, MLSU, Udaipur.
ITB 1.4.1	Joint Venture / Consortium will not be allowed.
ITB 1.4.4	The authorization from the Manufacturer of the Goods that the Bidder has been duly authorized to supply the Goods indicated in its Bid is required
2.	Bidding Document
ITB 2.1.2	The price of the Bidding Document is Rupees1000/  The price of bid document i.e. Bid Fee and RISL Processing Fee shall be paid through NEFT/RTGS in favor of  beneficiary Name: HEAD DEPARTMENT OFCHEMISTRY MLSU  Bank Name: ICICI BANK Branch Address: RCA, Udaipur Bank Account No.: 693901700524 IFSC Code: ICIC0006939  MICR Code: 313229014
	The deadline for payment of Bid Fee and Processing Fee is <b>05:00 PM on</b> 23.09.2021
ITB 2.2.1	For <b>clarification purposes only,</b> the address of the Procuring Entity is:
	Head, Department of Chemistry, UCOS, Mohanlal Sukhadia University, Udaipur – 313001 (Rajasthan)
	E- mail: hodchemistry@mlsu.ac.in

ITB 2.2.2	No Pre-Bid Conference will be held.
3.	Preparation of Bids
ITB 3.2.1	The language of the Bid is <b>English</b> .
ITB 3.3.1	The Bid shall comprise of one Technical Bid (Form No. 1 along with enclosures, Form No. 2 & 3 together), and one Financial Bid (Form No. 4 & 5).
ITB 3.3.2	The Bidder shall upload with its Technical Bid the following documents:
	Form No. 1 along with Annexures and Form No. 6, 7, 8 & 9, and Form No. 2 & 3 all to be put in one cover.
ITB 3.3.3	The Bidder shall upload with its Financial Bid the following documents:
	Form No. 4 & BOQ in excel format (Sample given in Form No. 5) in another cover.
ITB 3.5.1	Alternative Bid is not permitted
ITB 3.6.4	Discounts on award of combination of lots can be offered.
ITB 3.6.5	Prices quoted shall be individual item-wise. This shall not in any way limit the Procuring Entity's to contract on any combination of the items. The total price quoted in <b>Financial Bid Submission Sheet shall be F.O.R. at Department of Chemistry, Udaipur excluding GST.</b> Basic Price (without taxes) be quoted in the BOQ (Price Schedule)
ITB 3.6.6	The prices quoted shall be fixed during the period of Rate Contract.
ITB 3.6.7	The procurement shall be executed in phased manner subject to availability of budget.
ITB 3.7.1	The currency of the Bid shall be Indian Rupees.
ITB 3.12.1	The Bid validity period shall be up to 31.03.2022.
ITB 3.13	Bid Securing Declaration is required.
ITB 3.14.1	In addition to the original Bid no additional copy is required.
ITB 3.14.2	The written confirmation of Authorization shall be signed on the letter head of the bidder etc.

4.	Submission and Opening of Bids
ITB 4.1.1	For <b>Bid Securing Declaration submission purposes only,</b> the address of the Procuring Entity is:
	Head, Department of Chemistry, UCOS, Mohanlal Sukhadia University, Udaipur – 313001 (Rajasthan)
	E- mail: hodchemistry@mlsu.ac.in
ITB 4.2.1	The deadline for downloading the hard copy of the NIB is <b>05:00 PM on 23.09.2021.</b> The deadline for Bid Submission is <b>05:00 PM on 23.09.2021</b>
ITB 4.5.1	The Bid Opening shall take place in
	Department of Chemistry, Mohanlal Sukhadia University, Udaipur
5.	Evaluation and Comparison of Bids
ITB 5.10.1	The purchase preference and the quality and standard preference shall be given to meet the quality and standards of the research work.
6.	Award of Contract
ITB 6.2.1	Whether the quantity of individual items can be divided among more than one bidders at the price and conditions of the lowest evaluated Bid: NO
ITB 6.4.1	The period for signing the contract agreement from the receipt of Letter of Intent (LOI) is 15 days.
ITB 6.5.2	The Performance Security shall be 2.5% of the Supply Order (including taxes) and shall be furnished by the time as decided by the Procuring Entity.
7.	Grievance handling procedure during Procurement Process
ITB 7.1.1	(a) The Designation and complete Address of First Appellate Authority:
	The Registrar, Mohanlal Sukhadia University, Udaipur
	(b) The Designation and complete Address of Second Appellate Authority:
	The Vice-Chancellor, Mohanlal Sukhadia University, Udaipur

# Section III: Evaluation and Qualification Criteria

#### 1. Experience

The bidder must have completed at least two successful orders of Government departments/ Autonomous Bodies in previous three years (Proof shall be attached with Form No. 1), an experience certificate/certificates shall be attached with the Bid.

Proofs of the turnover details of the company for the preceding three financial years must be submitted.

#### 2. Operating and Maintenance Costs

The Operating and Maintenance costs (O&M) need to be taken into account for bid evaluation purposes when such costs over the life cycle of the Goods represent an important cost in relation to the capital or investment cost of the Goods.

- 3. Quality preference to meet the quality and standard of the proposed research work.
- 4. Whether Bidder is a manufacturing company with wide networking
- 5. Declaration Regarding Qualifications under Section 7 and Code of Integrity under Section 11 of the Act (Form No.7)
- 6. Fulfillment of other technical requirements
  - (1) PAN No.
  - (2) Company Registration Certificate
  - (3) Firm Registration Certificate
  - (4) GST Registration Certificate
  - (5) Bid Fee payment
  - (6) Processing Fee payment
  - (7) Mandate Form for Electronic Fund Transfer/RTGS Transfer (Form No. 8)
  - (8) Bid Securing Declaration (Form No.9)
  - (9) Authorization letter (Form No.6)
  - (10) Submission Sheet for Technical Bid (Form No.2)
  - (11) Technical Bid (Form No.3)
  - (12) Submission Sheet for Financial Bid (Form No.4)
  - (13) Price Bid / Financial BID (BOQ in given excel file)

# **Section IV: Bidding Forms**

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# FORM NO. 1 TECHNICAL BIDFORM To be filled up by Bidders

SECT	SECTION 1: INFORMATION				
1	Name of the Supply	:			
2	Name, Address, Mobile No. and E- mail ID of the Bidder	:			
3	Title of the Company	:			
4	Category (Individual/ State/ Autonomous)	:			
5	PAN No.	:			
6	Model & Make of the Good bidded	:			
SECTION 2: ELIGIBILITY CHECKLIST					
1	A. Whether manufacturing company? (AttachProof)	:			
	Or				
	B. Manufacturer's Authorization Certificate (Form No. 6 to be attached)				
2	Firm Registration Certificate No. (Certificate to be attached)	:			
3	Power of Attorney for Authorization to commit the Bid (To be attached)				
4	GST Certificate No. (Certificate to be attached)	:			
5	PAN No. (to be attached)	:			
6	Experience Certificate & Turnover Proofs (to be attached)	:			
7	Details of Bid Price instrument (copy to be attached)	:	Amount:		

Place:

			UTR No:
			Drawee Bank:
			Date:
8	Details of Bid Securing Declaration (copy	:	Stamp No.
	to be attached)		Date:
9	Details of Processing Fee instrument (copy	:	Amount:
	to be attached)		UTR No:
			Drawee Bank:
			Date:
10	Declaration under Section 7 and 11 of the Act (Form No. 7) to be attached	:	(Yes/No)
11	Mandate Form for Electronic Fund Transfer/RTGS Transfer (Form No. 8)		(Yes/No)
12	Bid Securing Declaration (Form No. 9)		(Yes/No)
13	Submission Sheet for Technical Bid (Form No. 2) to be submitted	:	(Yes/No)
14	Technical Bid to be submitted (Form No. 3)	:	(Yes/No)
15	Other relevant documents to be attached as		1.
	as per ITB clause 3.3.2		2.
			3.

#### **Self-Attestation**

I,	
Resident of	
Agedyears do hereby solemnly declare that the facts furnished an	nd the
documents attached are genuine documents and true and correct. No fact/ document is	either
concealed or misrepresented to the best of my knowledge and belief.	
Date: Signature of Bio	lder

(With Seal)

NIB No.:

Date: .....

#### Form No. 2

#### **Technical Bid Submission Sheet**

To: Head, Department of Chemistry, Mohanlal Sukhadia University, Udaipur - 313001

We	e, the undersigned, declare that:
(a)	We have examined and have no reservations to the Bidding Document.
(b)	We declare that we fulfill the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply in accordance with the specifications, the delivery schedule and other requirements as specified in Section V, Schedule of Supply, the following Goods and Related Services:
(c)	Our Bid shall be valid for a period upto 31.03.2022 from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(d)	If our Bid is accepted, we commit to deposit a Performance Security which is 2.5 percent of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the Contract;
(e)	Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities of India or other the eligible countries;
(f)	We are not participating, as Bidder with more than one Bid for supply of the same subject Goods in this bidding process.

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(h) We understand that this Bid together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us until a formal

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a

regulatory authority under any applicable law;

Contract is prepared and executed;

(1) Other comments, if any:

- (j) We agree to permit the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them.
- (k) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;

(c)
Name:
In the capacity of:
Signature:
Date:
Duly authorized to sign the Bid for and on behalf of:
Complete Address:
E-mail:Mobile
Phone No. (O)

# FORM NO. 3 TECHNICAL BID

To: Head, Department of Chemistry, Mohanlal Sukhadia University, Udaipur - 313001

Name of Supply: **Supply, installation and commissioning of** *Scientific Equipments for Research Purpose* as per specifications given below.

S. No.	Name of Article  Brief Description of the Functionalities	Estimated Cost in INR per Unit (including 5% GST) & Quantity	Bid Price (Rupees)  Bid Fee: 1000.00 RISL Processi ng Fee: 500/-	Bid Security  Bid Securing Declaration on Stamp of Rs. 50 with 30 % surcharge in favor of Head, Department of Chemistry
1	Rotary Evaporator  1. Rotation Speed up to 280 RPM, Vertical condenser with Condenser surface area of 1400 cm² or more.  2. It should have integrated control panel with digital LCD display to control and adjust rotation and heating temperature.  3. Rotary Evaporator with condenser having 1 litre Evaporating flask and 1 litre receiving flask.  4. Convenient Motor Lift	2,50,000.00 x (3 Nos) = 7,50,000.00		

_			
C I C	0 11 D1 I	1 70	Cover System
Single Stage	I Inline Kid	under Two-	Over Syctem
biligic brage	Omme Dia	unuci i wo-	COVCI DYSICIII

nline Bid under Two-Cover System	
with electronic	speed
control, Evapo	rating
flask should	lift
automatically	during
power failure, show	ıld be
having the option	on to
adjust height by pr	ess of
a button with	the
immersion	depth
adjustment shoule	d be
140 mm or better.	
5. The Accidental cha	inging
of the values ca	in be
prevented by the	lock
function & the lo	ocking
function of the	knobs
prevents uninten	itional
adjustment of the v	alues.
6. There should be 1	nighly
resistant and partic	ularly
durable PTFE va	neuum
seals that can ac	chieve
maximum tightnes	s and
reduce expenses	for
spare parts in the	long
run.	
7. The universal h	eating
bath temperature s	should
be 20-180 Г	Degree
Centigrade or	wider
range starting fro	m 20
degree C	
j	

Bidding Docum			
Single Stage O	nline Bid under Two-Cover System  8. Bath Temperature		
	Accuracy ±1°C.		
	9. Heating bath should		
	accommodate 3 liter		
	flask or more as a		
	standard and allows for		
	200 mm horizontal		
	extension and height		
	adjustment of at least		
	155 mm.		
	10. Heating bath should		
	have cut-off at 5 Degree		
	Centigrade over set		
	temperature.		
	11. Protection Class: IP20 or		
	better		
	12. Should have integrated		
	clamp to hold		
	evaporating flask. All		
	parts which are in		
	contact with the media		
	should be chemically		
	resistant.		
	13. Warranty should be 3		
	years or more except		
	glassware's.		
2.	Vacuum pump with digital vacuum controller	1,50,000.00 x (3Nos) = 4,50,000.00	
	Chemical resistant	.,- 2,000,000	
	Two-stage Diaphragm		
	pump		
	Pamp		

Singl <u>e Stage Online l</u>	Bid under Two-Cover System		
	2. Suction capacity should		
	be 0.75-1.5 m <sup>3</sup> /hr or		
	better		
	3. Ultimate vacuum		
	should be 7 mbar or		
	better.		
	4. Vacuum pump should		
	be valve		
	controlled/speed		
	controlled vacuum		
	pump.		
	5. Digital Vacuum		
	Controller should be		
	provided along with the		
	vacuum pump with		
	timer function, display		
	of set and actual value		
	of pressure settings and		
	should be equipped		
	with internal solvent		
	library and lists the		
	common solvents.		
	6. Warranty: 3 Years		
3	Vacuum Seal	5,000.00 ( 6 Nos) =	
	Highly durable long-lasting PTFE, FKM sealing ring achive max. tightness and	30,000.00	
	save on long term spare parts.		

Single Stage Online Bid under Two-Cover System

	,	
4.	<ul><li>Chiller</li><li>1. Chiller containing</li></ul>	2,70,000.00 (1 Nos) = 2,70,000.00
	circulating bath.  2. R134a refrigerant, with efficient compressor.  3. Temperature Range should be -10 to +25°C.  4. Temperature regulation accuracy ±1°C.  5. Cooling capacity 400 W or	
	<ul> <li>more at 20°C.</li> <li>6. Pump pressure max. should be 0.30 bar or more.</li> <li>7. Pump flow rate: 2.5 L/min or more.</li> </ul>	
	<ul><li>8. Chamber volume should be</li><li>3 L or more.</li><li>9. Electrical Requirement</li></ul>	
	should be 220V 50HZ.  10. Warranty: 3 Years  Total	15,00,000.00 (13 Nos)

#### Note:

- 5. All quoted items should be from same manufacturer.
- 6. The manufacturing firm should have ISO/CE certificate.
- 7. All the relevant and supporting documents shall be provided for the evaluation of technical bids.

	8. Price must be quoted in INR Including all other Taxes but excluding GST.
Naı	ne of Supplier:
,	e <b>Bidder must write Yes/No against each specification</b> of the equipment. Any deviation y be mentioned explicitly)
Nar	me:

In the capacity of
Signature: Date:
Duly authorized to sign the Bid for and on behalfof:
Complete Address:
E-mail: Mobile
Phone No. (O)

#### FORM NO. 4

# Financial/ Price Bid Submission Sheet

Dat	e:
NII	3 No.:
То:	Head, Department of Chemistry, Mohanlal Sukhadia University, Udaipur - 313001
We	, the undersigned, declare that:
(a)	We have examined and have no reservations to the Bidding Document.
(b)	We offer to supply in conformity with the Bidding Document and in accordance with the specifications, the delivery schedule and other requirements as per purchase orders the following Goods and Services:
(c)	The total price of our Bid, including GST @ 5 % and excluding any discounts offered, if permitted in item (d) below is :
(d)	The discounts offered, if permitted and the methodology for their application are:
(e)	We understand that this Bid together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us until a formal Contract is prepared and executed;
(f)	We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
(g)	Other comments, if any:
Naı	ne:
In	the capacity of:
Sig	nature:Date:
Dul	ly authorized to sign the Bid for and on behalf of:
Coı	mplete Address:
E-n	nail: Phone No. (O)

#### FORM NO. 5 SAMPLE FORMAT OF BOQ (FINANCIAL BID)

IMPORTANT: Bidders are requested to Bid their rates in BOQ\_Software.xls available with E-tender at eproc.rajasthan.gov.in

Tender Inviting Authority: Head, Department of Chemistry, Mohanlal Sukhadia University, Udaipur – 313001

Name of Work: Supply, installation and commissioning of Scientific Equipments for Research Purpose (Latest Version) in phased manner as per specifications given in the Technical Bid

MLSU/CHEM/2021/NIBE/2082

Name of the Bidder/ Bidding Firm/ Company:

#### PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender.

Bidders are allowed to enter the Bidder Name and Value only)

S. No.	Item Description	Estimated Quantity	Un it	Estimated Rate (with all taxes) in Rs. P	BASIC RATE (Without Taxes) in Figures to be entered by the Bidder Rs. P	Total Amount Without Taxes in Rs. P	Total Amount in Words
1	2	3	4	5	13	53	55
1	Rotary Evaporator	3	Nos	2,50,000.00			
2	Vacuum pump with digital vacuum controller	3	Nos	1,50,000.00			
3	Vacuum Seal	6	Nos	5,000.00			
4	Chiller	1	Nos	2,70,000.00			
	Total	13	Nos				

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Dated: 14.09.2021

#### FORM NO. 6

#### **Manufacturer's Authorization Letter**

(To be given on the letter head of the Manufacturer)

Date:
NIB No.:
To: Head, Department of Chemistry, Mohanlal Sukhadia University, Udaipur – 313001
WHEREAS, we, who are official manufacturers of
having factories at
do hereby authorize
(Name of Goods/ Items)
We hereby extend our full guarantee / warranty in accordance with Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.
Name:
In the capacity of:
Signature: Date:
Duly authorized to sign the Authorization for and on behalf of manufacturer
Manufacturer's Seal:
E-mail: Phone No. (O)

#### FORM NO. 7

### Declaration by the Bidder under Section 7 and 11 of the Act

ln	relation to our Bid submitted to Head, Department of Chemistry, Mohanlal Sukhadia University
U	daipur for procurement of
[[	nsert name of the Goods] in response to their Notice Inviting Bids
N	odated we hereby declare under Section 7
ar	nd 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:
1.	We are eligible and possess the necessary professional, technical, financial and managerial
	resources and competence required by the Bidding Document issued by the Procuring Entity;
2.	We have fulfilled our obligation to pay such of the taxes payable to the Central Government
	or the State Government or any local authority, as specified in the Bidding Document;
3.	We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs
	administered by a court or a judicial officer, not have our business activities suspended and
	are not the subject of legal proceedings for any of the foregoing reasons;
4.	We do not have, and our directors and officers not have, been convicted of any criminal
	offence related to our professional conduct or the making of false statements or
	misrepresentations as to 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

5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding

otherwise disqualified pursuant to debarment proceedings;

Document, which materially affects fair competition;

6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.
Date:
Signature of Bidder
Place:
Name:

Address:

Designation:

#### FORM NO. 8

#### MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

The Head Department of Chemistry Mohanlal Sukhadia University Udaipur-313001

Sub: Authorization for release of payment / dues from Mohanlal Sukhadia University, Udaipur through Electronic Fund Transfer/RTGS Transfer.

- 1. Name of the Party/Firm/Company/Institute:
- 2. Address of the Party:
- 3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No			
(9 Digit number appea	(9 Digit number appearing on the Cheque supplied by the Bank, Please attach a Xerox copy of a		
cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
IFS Code:(11 digit alphanumeric code)			
Account Type	Savings	Current	Cash Credit
Account Number			

#### **DECLARATION**

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Registrar, Mohanlal Sukhadia University, Udaipur responsible. I also undertake to advise any

change in the particulars of my account to facilitate updating of records for	purpose of credit of
amount through NEFT/RTGS Transfer.	
Place:	
Date:	
Signature & Seal of the Authorized Signatory of the Party	
Certified that particulars furnished above are correct as per our records	
Bankers Stamp:	Date:

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.

#### FORM NO. 9

#### Form of Bid-Securing Declaration

Bid {Securing Declaration on Stamp of Rs. 50 with 30 % surcharge (paid in Rajasthan) in favor of Head, Department of Chemistry}

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,]

# **Section V: Contract Forms**

# **Contents**

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(f) Instructions to Bidders;

#### **AGREEMENT**

(To be executed on a non-judicial stamp of Rajasthan state @ Rs. 500)

An agreement made thisday of
between
called as "the Supplier"), which expression shall, where the context so admits, be deemed to
include his heirs successors, executers and administrators of the one part and the Head,
Department of Chemistry, Mohanlal Sukhadia University, Udaipur herein after called "the
Procuring Entity" which expression shall, where the context so admits, be deemed to include his
successors in office and assigns, of the other part.
WHERE AS the Procuring Entity in vites Bids for certain Goods and Related Services, viz.
and has accepted a Bid by the Supplier for the supply of those Goods and Related Services for
the sum of(Amountinfiguresand words)
(Hereinafter "the Contract Price").
NOW THIS AGREEMENT WITNESSTH ASFOLLOWS:
1. In this Agreement words and expressions shall have the same meanings as are respectively
assigned to them in the Contract referred to.
2 The following documents shall be deemed to form and be read and construed as a part of this
Agreement,viz.
(a) The Procuring Entity's Notification to the Supplier of Award of Contract;
(b) The Bid Submission Sheet and the Price Schedule including negotiated price, if any, submitted by the
Supplier;
(c) The Special Conditions of the Contract;
(d) The General Conditions of Contract;
(e) The SCHEDULE OF Supply;

(g) The Notice Inviting Bids

In the event of any discrepancy or inconsistency within the Contract, the documents shall prevail in the order listed above

- 3. In consideration to the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of the defects therein, the Contract Price or such other sum as may become payable under the Provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Witness 1	Signed by:
	(for the Supplier)
	Name
	Designation
	Address
Witness 2	Signed by:
	(for the Procuring Entity)
	Name
	Designation
	Address

# Appendix C Dispute Resolution Mechanism

Any dispute arising from the Contract shall be resolved amicably, as far as possible. The levels of the Dispute Resolution mechanism shall be as follows:

- I. Amicable resolution between representatives of Parties to the Contract.
- II. If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part thereof or the rights, duties or liabilities of either party have not been settled by amicable resolution through mutual discussions, it shall be referred to the appropriate Empowered Dispute Resolution Committee for decision, if the amount of the claim is more than Rs. 50000.00 and less than 01 (one)crore.

Dispute Resolution Mechanism will have the following Committee at the level of *The Registrar*, *Mohanlal Sukhadia University*, *Udaipur*.

#### Composition of the Dispute Resolution Committee

The Committee shall comprise of

- 1. The Registrar
- 2. The Comptroller,
- 3. Concerned Procuring Entity
- 4. Representative of Law Department not below the rank of ALR or equivalent, and
- 5. Principal Investigator of Project concerned(Member-Secretary)
- II. All legal proceedings, if necessary arise to institute by any of the parties shall have to be lodged in courts situated *at Udaipur*, *Rajasthan* and not elsewhere.
- III. Procedure of reference to the Dispute Resolution Committee

The Supplier shall present his representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One lakh, within three months of occurrence of the Dispute. The Procuring Entity shall prepare a reply of representation and shall represent its stand before the concerned Dispute Resolution Committee. From the side of the Supplier, the claim case may be presented by himself or through a representative. After hearing both the parties, the Dispute Resolution Committee shall pronounce its decision which shall be final and binding both on the Supplier and the Procuring Entity.

#### FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT UDAIPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT UDAIPUR OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT UDAIPUR. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,

#### **Mohanlal Sukhadia University**

#### **Udaipur-313001 India**

LETTER OF GUARANTEE WHEREAS Mohanlal Sukhadia University (Buyer) have invited Tenders
vide Tender Nodtdt
purchase of
eligible successful tenderer (seller) wishing to supply the equipment /machinery etc. in response thereto
shall establish an irrevocable Performance Guarantee Bond in favour of "Mohanlal Sukhadia University,
Udaipur" in the form of Bank Guarantee for Rs and valid till three years from the date
of issue of Performance Bank Guarantee may be submitted within 15 ( Fifteen ) days from the date of
acceptance as a successful tenderer. NOW THIS BANK HEREBY GUARANTEES that in the event of the
said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order /
performance of the equipment / machinery, etc. this bank shall pay to Mohanlal Sukhadia University on
demand and without protest or demur Rs (Rupees). This bank
further agrees that the decision of Mohanlal Sukhadia University, Udaipur (Buyer) as to whether the said
Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase
order shall be final and binding. We, (name of the bank & branch) hereby
further agree that the guarantee herein contained shall not be affected by any change

in the constitution of the Tenderer (Seller) and/ or Mohanlal Sukhadia University, Udaipur (Buyer). Notwithstanding anything contained herein: 1. Our liability under this Bank Guarantee shall not exceed

Department of Chemistry, MLSU, Udaipur Bidding Document Single Stage Online Bid under Two-Cover System Rs (Indian Rupees only). 2. This Bank Guarantee shall be valid up to
(date) and 3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee
only and only if Institute serve upon us a written claim or demand on or before(date). This
Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch
office at
Signature and seal of the guarantor: Name of Bank: Address: Date: Instruction to Bank: Bank should note
that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is
requested to take appropriate necessary action on or after expiry of bond period.

Beneficiary Name: HEAD DEPARTMENT OF CHEMISTRY MLSU
Bank Name: ICICI BANK
Branch Address: RCA, Udaipur
Bank Account No.: 693901700524
IFSC Code: ICIC0006939
MICR Code: 313229014