



Department of Geology
Mohanlal Sukhadia University
51, Sarswati Marg, Udaipur



NOTICE INVITING BID

No. MLSU/GEOL/RUSA2.0/NIB/362

Dated: 18.10.2021

Sealed bids are invited on or before 27 October, 2021 till 5.00PM from reputed firms for Physico-mechanical and Chemical testing related work on marble rock sample under the RUSA 2.0 project (Estimated cost Rs. 4.50 lac). Other detail can be downloaded from University website www.mlsu.ac.in, and <http://sppp.rajasthan.gov.in/> or may obtained from the office of undersigned.

NIB CODE- SUU2122A0049

UBN No- SUU2122SSOB00090

Dr. Vinod Agrawal

Dr. Ritesh Purohit

Principal Investigator

Head of Department

Open Tender for Physico-mechanical and Chemical testing work

PRESCRIBED BID FORM

NOTE:

Tenders under two bid systems (technical and financial) must be submitted strictly in accordance to all term and conditions of the bid-notice, bid form of the university, otherwise the bid shall not be considered and shall be rejected out-right. The counter (firm's own) terms and conditions are not accepted in any case. Bidder should read these terms and conditions very carefully and comply strictly while submitting their bids. If a bidder has any doubt regarding the interpretation of any of the terms and conditions or specifications mentioned in those documents, he/she should get these clarified before submitting the bid form to the **Head, Department of Geology, Mohanlal Sukhadia University, Udaipur**. The decision of the Head, regarding the interpretation of the conditions and specifications shall be final and binding on these bids. The purchase is being made as per Rajasthan Transparency in Public Procurement Act/Rules, 2012 and also 2013 (GSR97), Finance (G&T) Department dated 24.1.2013 as amended from time to time by Govt. of Rajasthan. These rules shall be applicable with regard to delay in supplies and other residue eventuates.

TWO SETS OF THIS BID FORM CONTAINING THE FOLLOWING ENCLOSURES ARE BEING SENT:

1. Detail about the bidder
2. Schedule of important dates for the tender
3. Summary of Tender
4. Technical specification of testing laboratory
5. Eligibility criteria
6. General terms and conditions of bid
7. Special terms and conditions of bid
8. Compliance of the specifications
9. Technical bid form
10. Financial bid form
11. Annexure A to D

Submit technical bid and financial bid separately as per details given under special terms and conditions para (1) in sealed envelopes failing which Tender (Bid) will be rejected.

Please retain one set for your record and submit one complete set duly filled in signed and stamped along with earnest money (Bid deposit) remittance documents.

Encl. as above

**HEAD,
DEPARTMENT OF GEOLOGY,
MOHANLAL SUKHADIA UNIVERSITY
UDAIPUR, RAJASTHAN**

**DEPARTMENT OF GEOLOGY
FACULTY OF EARTH SCIENCE
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR**
Email: geology@mlsu.ac.in ; website: www.mlsu.ac.in

DETAILS ABOUT THE BIDDER

(To be filled in by the Bidder)

| | |
|--|---|
| Name of the bidding Company/Firm/Lab | |
| Contact Person (Authorized bid Signatory) | |
| Correspondence Address | |
| Mobile No. | |
| Telephone Number (Land Line) & Fax | |
| Website & E-mail Address | |
| EMD Bank Draft/Pay Order In the Name of HEAD, DEPARTMENT OF GEOLOGY, MLSU, UDAIPUR payable at Udaipur. (Cheques /FDR are not acceptable) | The EMD (Refundable) and Bid fee may be paid as follows: EMD + Rs 500/- |
| EMD Details | DD No.....Date..... |
| Bid Fee Details | DD No.....Date..... |

DECLARATION

I/We hereby declare that I/We have read all the General, Special Terms and Conditions and Scope of work & specifications of the bid items of the University and I/We agree to these terms and conditions.

**SIGNATURE OF THE BIDDER
WITH THE FIRM'S RUBBER STAMP**

Schedule of Important Dates for Open Tender

| S. No. | Events | Date |
|--------|---|--|
| 1. | Date of Issue of Notice Inviting Tender (NIT) | 18-10-2021 |
| 2. | Start Date & Time for downloading of Tender documents | 18-10-2021 |
| 3. | Website for downloading Tender Documents | http://sppp.rajasthan.gov.in/ and http://www.mlsu.ac.in/ |
| 4. | Last Date & Time for submission of Tender | 27-10-2021 05:00 PM |
| 5. | Date & Time for opening of Technical Bids | 28-10-2021 at 12:00 PM |
| 6. | Date & Time for opening of Financial Bids | To be announced later |

SUMMARY OF THE OPEN TENDER

Tender No. MLSU/GEOL/RUSA 2.0/2021/R&I/NIB/362

Date: 18-10-2021

| Name of Equipment/Item | Quantity | Estimated Cost (Rs.) | Earnest Money (Rs.) | Tender Fee (Rs.) |
|--|-----------------|----------------------|---------------------|------------------|
| <p>Physico-mechanical and Chemical testing work Following three work are required under project: 1. Physico-mechanical testing of marble rock samples 2. Chemical analysis of marble rock samples 3. Thin Sections preparation of marble rock samples</p> <p>Parameters require in analysis/testing 1. Chemical Analysis - (i) SiO₂ (ii) Al₂O₃ (iii) CaO (iv) MgO (v) Fe₂O₃ (vi) LOI</p> <p>2. (B) Physico-mechanical Test - (i) Density (ii) Specific gravity (iii) Compressive strength and (iv) Water absorption</p> <p>* Other Important Technical Specifications/Terms and Conditions (i) Testing laboratory/organization should be reputed and Government approved / NABL accredited / ISO 17025 accredited. (ii) The testing lab/organization has the experience of such type of testing for government departments and educational institutes. (iii) Since the rock samples are large in size and shape and heavy enough as such preference would be given to the testing lab/organization located in Udaipur region. (iv) The rock samples will be provided time to time, in 3 to 4 batch (10 – 15 samples in each lot) depending upon the collection of samples by field visits. (v) The testing work will be monitored and witnessed by the project staff. Therefore, it is desirable that the lab /organization should be located in Udaipur region. (vi) Sample preparation for chemical analysis and physico - mechnaical tests will be done by the testing lab/organization. Therefore, the rates should be quoted accordingly. (vii) The rates should be quoted separately for each work and per sample wise. Separate rate should be quoted for: (1) Chemical Analysis Work including sample</p> | 40-50 Sample | 450000.00 | 9000.00 | 500.00 |

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| | | | | |
|--|--|------------------|----------------|--|
| preparation (2) Physico-mechanical Tests including sample preparation and (3) Preparation of thin sections of rocks). (viii) The testing lab/organization should collect the samples from Department of Geology, Udaipur. (ix) The quoted rates include all the taxes including GST etc. | | | | |
| Total Rs | | 450000.00 | 9000.00 | |

The expenditure on this subject matter of Bid will be met by budgetary resources under R & I Project, RUSA 2.0 for Department of Geology, Mohanlal Sukhadia University, Udaipur sanctioned to Dr. Vinod Agrawal Department of Geology MLSU, Udaipur.

Types of Tender: Two Bid System (Rule 163 GFR 2017)

Mode of EMD and Tender Fee: Bidder should sent separate Demand Draft for Tender fee (Non-refundable) and EMD (Refundable without interest) in favour of **Head, Department of Geology, MLSU, Udaipur Payable at Udaipur.**

NOTE:

1. If the Bid is not opened on the above date due to unforeseen circumstances, then the next working day will be considered as Bid opening date.
2. The Bidder who fail to submit the required Tender fee and EMD, their Techno financial Bids shall not be consider for opening.
3. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.

Dr. Vinod Agrawal
Principal Investigator RUSA 2.0

Dr. Ritesh Purohit
Head of the Department

TECHNICAL SPECIFICATION FORM

| Name of Equipment/Item | Quantity | Estimated Cost (Rs.) | Earnest Money (Rs.) | Tender Fee (Rs.) |
|--|--------------|----------------------|---------------------|------------------|
| <p>Physico-mechanical and Chemical testing work</p> <p>Following three work are required under project:</p> <ol style="list-style-type: none"> 1. Chemical analysis of marble rock samples 2. Physico-mechanical testing of marble rock samples 3. Thin Sections preparation of marble rock samples <p>Parameters require in analysis/testing</p> <p>(A) Chemical Analysis - (i) SiO₂ (ii) Al₂O₃ (iii) CaO (iv) MgO (v) Fe₂O₃ (vi) LOI</p> <p>(B) Physico-mechanical Test - (i) Density (ii) Specific gravity (iii) Compressive strength and (iv) Water absorption</p> <p>* Other Important Technical Specifications/Terms and Conditions</p> <p>(i) Testing laboratory/organization should be reputed and Government approved / NABL accredited / ISO 17025 accredited.</p> <p>(ii) The testing lab/organization has the experience of such type of testing for government departments and educational institutes.</p> <p>(iii) Since the rock samples are large in size and shape and heavy enough as such preference would be given to the testing lab/organization located in Udaipur region.</p> <p>(iv) The rock samples will be provided time to time, in 3 to 4 batch (10 – 15 samples in each lot) depending upon the collection of samples by field visits.</p> <p>(v) The testing work will be monitored and witnessed by the project staff. Therefore, it is desirable that the lab /organization should be located in Udaipur region.</p> | 40-50 Sample | 450000.00 | 9000.00 | 500.00 |

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| | | | | |
|--|--|------------------|----------------|--|
| <p>(vi) Sample preparation for chemical analysis and physico - mechnaical tests will be done by the testing lab/organization. Therefore, the rates should be quoted accordingly.</p> <p>(vii) The rates should be quoted separately for each work and per sample wise. Separate rate for:</p> <p>(1) Chemical Analysis Work including sample preparation</p> <p>(2) Physico-mechanical Tests including sample preparation and</p> <p>(3) Preparation of thin sections of rocks.</p> <p>(viii) The testing lab/organization should collect the samples from Department of Geology, Udaipur.</p> <p>(ix) The quoted rates include all the taxes including GST etc.</p> | | | | |
| Total Rs | | 450000.00 | 9000.00 | |

**HEAD,
DEPARTMENT OF GEOLOGY,
FACULTY OF EARTH SCIENCE,
MLSU, UDAIPUR**

I/we hereby declare that I/we read carefully all the service requirements for the testing related works and I/we hereby agree to accept these requirements.

Place :
Date :

**SIGNATURE OF THE TENDERER
(With seal)**

ELIGIBILITY CRITERIA

The bidder shall furnish the following documents attached with the quotation for Technical Bid failing which the bid will be rejected summarily.

1. Proof of GST, if applicable
2. PAN No. of the firm.
3. Proof of Government approved / NABL accredited / ISO 17025 accredited testing lab.
4. Bidder must have the experience of such type of testing for government departments and educational institutes.
5. Proof of experience of such type of testing for government departments and educational institutes.
6. The firm should have turnover of rupees 4.50 Lakhs in previous financial year.
7. The Earnest Money Deposit (EMD) of Rs. -----/- (Rupees----- only) through a Demand Draft/Pay Order (No.....& Date.....Bank and Branch.....) etc.
8. 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)

HEAD

DEPARTMENT OF GEOLOGY,

MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

GENERAL TERMS AND CONDITIONS OF BID

NOTE: Bidders should read these conditions carefully and comply strictly while sending their bids. If a bid has any doubt regarding the interpretation of any of the conditions or specification mentioned in the bid notice, he should before submitting the bid, refer these to the undersigned and obtain clarification.

The decision of the University regarding the interpretation of the conditions and specifications shall be final and binding on the Bidders.

1. Definition

- (i) The term *bid* means tender and *bidder* means tenderer.
- (ii) The terms 'Bid deposit' and 'Earnest money deposit' have same meaning.
- (i) The term *Tender Committee* shall mean the Committee constituted by the Mohanlal Sukhadia University.

2. The bids should be sent to **Head, Department of Geology, Mohanlal Sukhadia University, Udaipur 313001 (Rajasthan)** under a registered A.D. cover or speed post etc. duly sealed and marked with the item name of the bid, bid Code No., so as to reach before the due date and time. If bids are delivered by hand, a receipt should be obtained. Any bid received after the due date and time shall not be considered. The bids will be opened on the date and time mentioned in the bid documents before the members of a committee appointed for this purpose by the **Head, Department of Geology**, or by **Comptroller of Mohanlal Sukhadia University Udaipur**. Bidders are at liberty to be present or authorize not more than one representative to be present at the time of opening of bids on the above mentioned date and time.

3. Bidders will have to submit invariably an income tax clearance certificate from the income tax officer of the circle concerned along technical bid.

4. The bid should be filled in blue ink or typed. No bid filled with pencil shall be considered.

5. (i) Rates must be written both in words and figures. There should no alterations or overwriting in the bid and information given in the bid should be unambiguous language. Where any alteration is made, it should be made clearly and should be dated and initialed by the Bidder failing which such quotation will be ignored. No paper shall be detached from the bid form.

(ii) Rates quoted must be F.O.R to this office address i.e. Department of Geology, Mohanlal Sukhadia University, Udaipur - 313001 (Rajasthan) and include all charges and taxes. .

6. The Bidder is not expected to quote for more than one rate. If any bid will quote for more than one rate, his rates may not be considered at all in respect of those works.

7. Bid and offers of the firm shall be valid for a period of project duration.

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8. (i) Bidders hereby are explicitly warned that individual signing the bid must specify as follows:-
- (a) Whether signing as Sole Proprietor of the firm.
 - (b) Whether signing as a registered active partner of the firm.
- (ii) Except specified places, Bidder should sign the bid form at the end of the first and last pages of the bid as a token of his acceptance of all the terms and conditions of the bid. He should also sign at each page of the bid on which rates are quoted and also at all the specified places.
- (iii) If the Bidder rescinds from his offers or puts new terms after opening of the bid, his earnest money is liable to be forfeited.
- (iv) The submission of more than one bid for the one and same category and under different names is prohibited. If it is discovered that this condition has been violated, the bid will be rejected or contract will be cancelled and the earnest money (Bid deposit) or security deposit(s) will be forfeited by the University.
9. The bid must be accompanied by an Earnest Money (bid deposit) as demanded in the NIB without which it will not be considered and rejected outright. The bid form fee and earnest money should be remitted in any one of the following forms **and must be submitted along with the technical bid:-**
- (i) Deposit Receipt of the recognized banks, which should be made in the name of **Head, Department of Geology, Mohanlal Sukhadia University, Udaipur 313001 (Rajasthan).**
 - (ii) Bank Drafts, of any scheduled bank in the name of **Head, Department of Geology, Mohanlal Sukhadia University, Udaipur 313001 (Rajasthan). (Payable at Udaipur)**
 - (iii) Cheque and FDR are not acceptable in any case.
- (a) It is emphasized that no bid will be considered without earnest money (bid deposit) and if it is not in the form specified above. Request for adjustment of previous security/earnest money or deduction of amount from the earnest money from pending bills will not be considered.
 - (b) The earnest money will be refunded to an unsuccessful Bidder after final acceptance of the bid for these firms, whose bids are accepted. Earnest money will be retained as security for the full period of contract and it will be refunded within six months after the expiry of contract, provided there is no complaint from any of the purchasing officers in University.
10. Successful Bidders will have to execute an agreement in the prescribed form with the **Head, Department of Geology**, on a non- judicial stamp paper of **Rs. 500/-** which will be purchased by the bidder in his name and on his own cost, within period

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specified in the letter from the date on which the acceptance of the bid is communicated to him.

11. The successful bidder shall not assign or sublet the work or any part thereof to any other party.
12. Payment for the work shall be due and payable as per university rules to and made when the work will complete strictly in accordance of the ordered and when the testing works are found to the standard required.
13.
 - i. The rock samples must be collected from **the Department of Geology, Mohanlal Sukhadia University, Udaipur, Premises.**
 - ii. In case the testing work is not made according to the order in full within the period mentioned in the order the earnest money will be forfeited.
 - iii. When the bidder is unable to complete the work within the specified or extended period, the **Head, Department of Geology, Mohanlal Sukhadia University** shall be entitled to forfeit the earnest money/security money in full or any part as he may deem fit.
14. Remittance charges on payment made to the firms will be borne by the bidder.
15. Bidders are requested to send with their bids printed descriptive literature, catalogue, photo literature but direct/indirect canvassing on the part of Bidders or their representatives after the submission of the bid shall disqualify their bids.
16. The **Head, Department of Geology, Mohanlal Sukhadia University** reserves the right to accept any bid not necessary to lowest, reject any bid without assigning any reason and accept any bid for all or any one or more items or the articles for which bid has been given.
17. It is made clear that bid must be submitted accurately in accordance with the condition of the bid and the necessary documents must be invariably be enclosed where demanded.
18. The Bidder should not quote their own conditions while submitting the bids. Any counter condition or counter proposals submitted by the Bidder will not be considered at all. If the Bidder imposes condition which are in addition to or in conflicting with the conditions mentioned herein, his bid is liable to summary rejection.
19. Legal proceedings, if any, arising out of this bid shall have to be lodged in courts situated in Udaipur and not elsewhere.
20. Bid must be submitted on the appropriate bid forms only which can be obtained on payment basis from the **Head, Department of Geology, Mohanlal Sukhadia University (Udaipur)** as specified in the beginning of this document. The cost of bid forms will not be returned in any case. The whole set of bid form should be submitted after quoting the prices of each items in the space provided. No items should be left blank, if the Bidder does not wish quote for some items, words: "NO QUOTATION" against such items should be mentioned. Bidder should keep one copy of the bid form, out of the two supplied to him as his office copy.

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21. The decision of the **Head, Department of Geology, Mohanlal Sukhadia University, (Udaipur)** in all matters to the bid will be final and binding upon the Bidders.
22. The earnest money deposited at the time of submission of bid will be automatically converted into security money and if the amount of security is more than the earnest money deposited than the remaining amount of security money will have to be remitted by the bidder. Similarly if the amount of security money comes less than the earnest money deposited, then the required security money be kept and the rest may be refunded.
23. The Bidder shall on intimation of acceptance of the bid form to the **Head, Department of Geology, Mohanlal Sukhadia University, Udaipur 313001, Rajasthan** shall submit an agreement bond on non- judicial stamp of Rs 500/- or 0.25% supply order for prompt work, within period specified in the letter and also deposit the amount of security money if required under above terms and condition along with the agreement bond failing which the earnest money deposited with the bid will be forfeited.
24. The provisions of **RTPP Act, 2013** and rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the bidding document with the RTPP Act, 2018 (second amendment) and Rules thereto (amended upto 25-07-2019), the later shall prevail.

SIGNATURE OF AUTHORISED SIGNATORY

RUBBER STAMP OF THE FIRM

SPECIAL TERMS AND CONDITIONS OF BID

1. Bid should be sent to the **Head, Department of Geology**, Mohanlal Sukhadia University, Udaipur (RAJ.) 313001, under a Registered cover or by speed post etc. in a double cover envelope duly sealed and marked the bid No, Due Date so as to reach this office on or before due date and time. There must be two envelopes inside the outer single envelope containing bids submitted by the bidder.

(i) TECHNICAL bid must be in a sealed envelope containing all technical documents and supporting documents. Kindly put company/firms stamp on all documents. PLEASE DO NOT ENCLOSE/QUOTE PRICE/COST WITH THE TECHNICAL BID DOCUMENTS. TECHNICAL BID WILL BE REJECTED IF THE FIRM QUOTES RATES WITH ANY TECHNICAL BID DOCUMENT. **Further the EMD and tender fee must be enclosed along with technical bid.**

(ii) FINANCIAL BID should be in a separate sealed envelope containing financial bid form. All rates must be quoted without any corrections. Bids without all the above documents will be rejected and no further communication will be entertained by the University.

**TECHNICAL BID WILL BE OPENED ON THE DAY OF OPENING OF BIDS.
THE DAY & TIME FOR FINANCIAL BID WILL BE ANNOUNCED DURING
THE OPENING OF TECHNICAL BIDS.**

2. The inner and outer bid envelopes shall
 - i. Bear the name and address of the Bidder
 - ii. Should be addressed to the bidding authority
 - iii. Bear the specific identification of this bidding process pursuant to NIB and any additional information as specified in the bidding document
 - iv. Bear a warning not to open before the time and date for bid opening, in accordance with the NIB
3. In case the bids are not received from sufficient number of firms upto the stipulated day and time, last date for receiving and opening the bids can be extended by the University.
4. The earnest money of unsuccessful bids shall be refunded soon after final acceptance of bids.
5. **Forfeiture of Earnest Money:** The earnest money shall be forfeited in the following cases.
 - i. When the Bidder withdraws or modifies the offer after opening of bid/before acceptance of bids.
 - ii. When he does not execute the agreement, if any, prescribed within the specified time.
 - iii. When the Bidder does not deposit the security money after the purchase order is issued by University.

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6. **Forfeiture of security deposit:** Security deposit shall be forfeited in the following cases.
- i. When any terms and conditions of the contract are infringed.
 - ii. When the Bidder fails to make complete supply satisfactorily.

Notice will be given to the Bidder with reasonable time before earnest money or security deposit deposited by defaulter bidder is forfeited.

7. The **Head, Department of Geology**, Mohanlal Sukhadia University, Udaipur reserve the right to accept any bid, not necessarily the lowest, reject any bid without assigning any reason and accept any bid for all or any one or more items for which bid has been submitted.
8. In case the rates quoted by all the Bidders are very high, or do not suit to the University, negotiation can be conducted with all qualified Bidders for reducing the quoted rates.
9. **RATES MUST BE QUOTED IN THE FINANCIAL BID FORM ONLY.** Rates must be quoted against each item in the bid form. Bidder should not quote the rates like open bid type. Rates quoted at any place other than bid form will not be considered.
10. Bidders are required to mention clearly the components and rate of GST along with total cost in the bid form.
11. If the Bidders fails to do work within the period specified in the work order, the purchase officer shall make following deductions (or as per latest cost orders in this regard)
- (a) Delay upto 1/4th of the time period of supply: 2.5%
 - (b) Delay 1/4th and above but less than 1/2 of supply period: 5%
 - (c) Delay 1/2 and above but less than 3/4th of the supply period: 7.5%
 - (d) Delay more than 3/4th of the time period of supply: 10%
- If the delay is more than 15 days from the period of supply mentioned in the order, department/purchasing officer may deduct amount after evaluating loss due to the delay.
12. Quantities mentioned in the bid form are based on requirements received from different departments/Units. Purchase orders will be released by these departments as per their requirement and payment for the same will be made by the DDO's concerned. Contractor will be required to make payment **performance security (2.5% of order value)** deposit to the concerned DDO's and submit copy of all the purchase orders received by them to the **Head, Department of Geology, M.L.S.U., Udaipur** for release of security deposit and other official requirements.(Adjustable with EMD)
13. MOHANLAL SUKHADIA UNIVERSITY-Udaipur currently holds DSIR certificate and tax rate should be accordance to the DSIR certificate. DSIR certificate could be provided to bidder at the time of purchase if needed. [Our University is entitled for concession of GST @5% as per Notification No. 45/2017-(Central Tax Rate) and

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Notification No. 47/2017-(Integrated Tax Rate) dated 14-11-2017. This University is also registered with DSIR vide TU/V/RG-CDE(1196)/2019 dated 30-04/2019 for availing concession on Custom Duty]. According to DSIR exemptions certificate available to host institute, exemption is available with custom and excise duties/GST exemption on the imported and domestic purchase of equipment and consumables for research purpose. Quote the price inclusive of all taxes according to the exemption availed.

14.

I/We hereby declare that I/We read carefully all the above mentioned SPECIAL TERMS AND CONDITIONS and General terms and conditions I/We agree to these.

Signature of the Tenderer With seal

COMPLIANCE OF THE SPECIFICATIONS

Tender No. MLSU/Geol/RUSA 2.0/2021/R&I/NIB/362

Date: 18-10-2021

(The bidder must write Yes/ No against each specifications. In case of any deviation, bidders need to mention explicitly)

| S. No | Item and Specification | Compliance (Yes/No) | Remarks If any |
|-------|---|------------------------|----------------|
| 1. | <p>Physico-mechanical and Chemical testing work of Marble rock samples</p> <p>(A) Chemical Analysis - (i) SiO₂ (ii) Al₂O₃ (iii) CaO (iv) MgO (v) Fe₂O₃ (vi) LOI</p> <p>(B) Physico-mechanical Test - (i) Density (ii) Specific gravity (iii) Compressive strength and (iv) Water absorption</p> <p>(C) Thin Section preparation of rock samples</p> | | |
| 2. | <p>(i) Testing laboratory/organization should be reputed and Government approved / NABL accredited / ISO 17025 accredited.</p> <p>(ii) The testing lab/organization has the experience of such type of testing for government departments and educational institutes.</p> <p>(iii) The testing lab/organization is located within Udaipur Region or having its office at Udaipur.</p> <p>(vi) Sample preparation for chemical analysis and physico - mechnaical tests will be done by the testing lab/organization.</p> | | |

**Signature of the Authorized Signatory
Rubber stamp of the firm**

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TECHNICAL BID FORM

| S. No | Particulars | Information to be provided by the bidder |
|-------|--|--|
| 1 | Description of the quoted work | Physico-mechanical and Chemical testing work of Marble rock samples |
| 2 | Name of the Bidder with complete address & Telephone number | |
| 3 | Details of Earnest Money Deposit Made | |
| 4 | Registration Number & Date of establishment of the bidder firm | |
| 7 | Attach related document of and Government approved / NABL accredited / ISO 17025 accredited certificate copy, failing which Tender will be rejected. | |
| 8 | No of years' experience | |
| 9 | GST Registration Number & date. | |
| 10 | PAN number of the firm | |
| 11 | Whether the firm is black listed from any Govt. Institution undertaking on non-judicial stamp of | |

SIGNATURE

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FINACIAL BID FORM
(Please submit in a sealed envelope)

Tender No. MLSU/GEOL/RUSA 2.0/2020/R&I/NIB/362

Date: 18-10-2021

Name of Bidder:

Address:

| S. No. | Item and Specification | Rate per sample including all cost (F.O.R., Udaipur) but excluding GST | Current rate of 5% GST, if applicable |
|--------|---|--|---------------------------------------|
| 1. | <p><u>Physico-mechanical and Chemical testing work for Marble Rock Samples</u></p> <p>Following three work are required under project:</p> <ol style="list-style-type: none"> 1. Chemical analysis of marble rock samples 2. Physico-mechanical testing of marble rock samples 3. Thin Sections preparation of marble rock samples <p>(A) Chemical Analysis of marble rock samples (including sample preparation) : (i) SiO₂ (ii) Al₂O₃ (iii) CaO (iv) MgO (v) Fe₂O₃ (vi) LOI</p> <p>(B) Physico-mechanical Test (including sample preparation) : (i) Density (ii) Specific gravity (iii) Compressive strength and (iv) Water absorption</p> <p>(C) Thin section preparation of marble rock sample</p> | <p style="text-align: center;"><u>Rs.</u> Per sample</p> <p style="text-align: center;"><u>Rs.</u> Per sample</p> <p style="text-align: center;"><u>Rs.</u> Per sample</p> | |

Date

**Signature of the Authorized Signatory
Rubber stamp of the firm**

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

- i) A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a) have controlling partners/shareholders in common; or
 - b) receive or have received any direct or indirect subsidy from any of them; or
 - c) have the same legal representative for purposes of the Bid; or
 - d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e) The Bidder participates in more than one Bid in a bidding process. Participation a bidder in more than one Bid will result in the disqualification of all Bids in which the bidder is involved. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, works or Services that are the subject of the Bid; or
 - g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

ANNEXURE B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for.....
.....
...in response to their Notice Inviting Bids No Dated..... I/we hereby declare under section 7 of Rajasthan Transparency in public Procurement Act, 2012 (as amended upto July 25, 2019), that:-

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

DATE:

SIGNATURE OF BIDDER

PLACE:

NAME:

DESIGNATION:

ADDRESS:

ANNEXURE C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority: The Head,
Department of Geology,
Mohanlal Sukhadia University,
Udaipur.

The designation and address of the second Appellate authority: The Comptroller ,
Mohanlal Sukhadia University Udaipur.

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to first Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceeding: Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the first Appellate Authority, the Bidder or prospective bidder or the procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or second Appellate authority, as the case may be, shall , -
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies there of relating to the matter.
- (c) After hearing the parties, perusal or documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

ANNEXURE D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to vary Quantities

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

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

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

AGREEMENT

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

An agreement made thisday of
betweenherein after
called as „the Supplier“), which expression shall, where the context so admits, be deemed to
include his heirs successors, executors and administrators of the one part and the *Head ,
Department of Geology, 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.

WHEREAS the Procuring Entity invites 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 (Amount in figures and words)
(Hereinafter „the Contract Price“).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

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;
 - (f) Instructions to Bidders;

(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

.....

| | |
|----------------------------|---|
| Department Details: | |
| Department Name | Mohan Lal Sukhadia University, Udaipur |
| Department Type | Autonomous Body |
| Procuring Entity Name: | Mr. Mukesh Kumar |
| Procuring Entity Contact: | Email: mukeshkumar1531[at]mlsu[dot]ac[dot]in, Mobile: 9667860329 |
| Office Address: | University Administrative Office, MLSU, Udaipur, Udaipur, (Udaipur), PIN:313001, Phone No.:24 70621, Fax No.: |

| | |
|---------------------|--|
| NIB Details: | |
| NIB Code | SUU2122A0049 |
| NIB Reference no | MLSU/GEOL/RUSA 2.0/2021/RI/NIB/362 |
| NIB Publish Date | 18/10/2021 |
| NIB Published Bids | 1 / 1 |
| NIB Document |  Size 108.45 KB [English] |
| NIB Financial Year | 2021 - 2022 |

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|---------------------------------|--|
| Bid Details: | |
| UBN | SUU2122SSOB00090 |
| Bid Title | Physico-mechanical and Chemical testing |
| Bid Type | Services |
| Bid Sub Type | Consultancy Services |
| Bid Pattern | Open Competitive Bidding |
| Bid Amount | ₹450000.00 |
| Bid Required in Cover(s) | 2 |
| Bid Document |  Size 432.99 KB [English] |
| First Appeal Hearing Authority | head of department |
| Second Appeal Hearing Authority | Comptroller |
| Critical Dates: | |
| Bid Uploaded Date | 18/10/2021 |
| Bid Publish Date | 18/10/2021 |
| Bid Submission End Date | 27/10/2021 |
| Bid Open Date | 28/10/2021 |