



MOHANLAL SUKHADIA UNIVERSITY:UDAIPUR

Tender for Supply of Water Cooler

PREScribed TENDER FORM

NOTE:

Tender must be submitted strictly in accordance to all terms and conditions of the tender-notice, tender form of the university, otherwise the tender shall not be considered and shall be rejected out-right as 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 tenders. If a bidder has any doubt regarding the interpretation of any of the terms and conditions or specifications mentioned in these documents, he should get these clarification before submitting the tender from to the Deputy Librarian, The decision of the Deputy Librarian regarding the interpretation of the conditions and specifications shall be final and binding on these tenders (bids).

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

		Page No
1	Notice Inviting Tender	2
2	Eligibility Criteria	3
3	General Terms and Conditions of Tender	4
4	Scope of Work	8
5	Technical Bid form	9
6	Financial Bid form	10
7	Annexure A to D	11

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

Please retain one set for your record and submit one complete set dully filled in signed and stamped along with earnest money remittance documents.

Encl. As above

**COMPTROLLER
MLSU**

DETAILS ABOUT THE TENDERER: (To be filled in by the tenderer)

Name of the Bidding Company/Firm	
Name of contact person (Authorised Bid Signatory)	
Correspondence Address	
Mobile No.	
Telephone Number (Land Line) & Fax	
Website & E-mail Address	
EMD Bank Draft/Pay Order payable at Udaipur. (Cheques /FDR are not acceptable)	Amount Rs..... DDno.....Dated:..... Bank
Tender fee Rs. 500/- Bank Draft/Pay Order payable at Udaipur. (Cheques /FDR are not acceptable)	DDno.....Dated:..... Bank

DECLARATION

I/We hereby declare that I/We have read all the General, Special Terms and conditions and scope of work & specifications of the tender items of the University and I/We agree to confirm to these.

**SIGNATURE OF THE TENDERER
WITH HIS FIRM'S RUBBER STAMP**



MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

No. F. MLSU/Ten./RO/AK/2017-18

Dated 08.11.2017

Short term Tender Notice

Sealed tenders under two bid system i.e technical and financial bids are invited on or before 23.11.2017 at 2:30 PM, from reputed firms for purchase of Water Treatment Plant. The tender will be opened on same day at 3:00 pm in presence of representatives of the firms. Tender form and other details can be downloaded from University website www.mlsu.ac.in or www.sppp.rajasthan.gov.in on the requisite fee of Rs. 500/- in form of DD.

S.No.	Item	Quantity (Approximate)	Estimate Cost (Rs.)	EMD (Rs.)
1	250 LPH RO System make as per specification.	8	6.50 lacs	13,000/-
2	Water Cooler with capacity of 80 ltr. standard Brand	8	2.50 lacs	5,000/-

COMPTROLLER

Eligibility Criteria

The following criteria must be fulfilled by a Bidder

- The bidder must be a company/proprietary firm or a firm registered under partnership Act 1932. No consortium is allowed. Necessary certificates must be enclosed
- The bidder must have been in the business for at least two years. Annual Sales turnover of the firm in the last financial year should at least Rs 15.00 lacs copy of trading account and balance sheet should be enclosed.
- The bidder must have successfully completed supply of RO System, Water treatment Plant/Water Cooler costing Rs 2.00 lac to any Govt/Educational institutions and providing satisfactory after sales services. Copy of work order & certificate must be enclosed with technical bid
- The bidder must have an office or a service centre at Udaipur to provide after sales maintenance or service during warranty period and after.
- The firm must have necessary GST registration & copy should be attached with the technical bid.
- The firm must be capable of supplying and installation the item within 30 Days from the date of order only need to submit their offer.



MOHAN LAL SUKHADIA UNIVERSITY, UDAIPUR

GENERAL TERMS AND CONDITIONS

NOTE: Tenderers should read these conditions carefully and comply strictly while sending their tenders. If a tender has any doubt regarding the interpretation of any of the conditions or specification mentioned in the tender notice, he should before submitting the tender, 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 tenderer.

1. Tender should be sent to the M.L.SUKHADIA UNIVERSITY UDAIPUR (RAJ.) by registered post so as to reach this office on or before due date and time or can be directly submitted in the office of the . The sealed envelope must contain

TECHNICAL BID in a sealed envelope marked “TECHNICAL BID”

Earnest Money Deposit in the form of a Crossed Bank draft in the name of the Comptroller, MLSU, UDAIPUR

- a. Tender form page -1 duly filled and signed by the bidder
- b. Terms and conditions of the tender signed by the bidder
- c. Scope of the work & details signed by the bidder
- d. Technical Bid form dully filled and signed along with all supporting documents to prove eligibility of the bidder to submit the offer.

Technical Bid must contain following documents

- a. Copy of Registration of the firm
- b. Copy official reports such as trading account , Balance sheet
- c. Copy of GST Registration
- d. Brief report about the business conducted by the bidder
- e. Work orders and Work experience certificates issued by Institutions and Govt. Organization to prove experience
- f. Any other documents to prove certifications, Professional competency to carry out the work

Please do not enclose any financial bid or documents where rates or cost are quoted in the sealed envelope containing technical bid. If a quote or financial bid is found inside technical bid, the tender may be rejected. All technical bid without requisite EMD will be rejected.

- 2 FINANCIAL BID in a sealed envelope marked “FINANCIAL BID” and must contain financial Bid form where rates or cost are filled in. All rates must be quoted without any corrections.

Please write down the name of the Bidder on both sealed envelopes TECHNICAL BID and FINACIAL BID

Enclose both sealed envelopes of TECHNICAL BID and FINACIAL BID inside a single envelope and write following details on it

- a. bear the name and address of the Bidder;
- b. should be addressed to the tendering authority
- c. bear the specific identification of this bidding process pursuant to NIT and any additional information as specified in the bidding document; and

- d. bear a warning not to open before the time and date for bid opening, in accordance with the NIT

NIT No..... dated.

DUE DATE:

TENDER ITEM:.....

Name and address of the Tenderer:.....

3. Technical Bid will be opened on the prescribed due date of the tender. All tenders without EMD will be rejected. The date of opening of financial bid will be either declared in the meeting or will be informed separately.
 - a. The Financial bid of the firms satisfying eligibility conditions and quoted for items as per specifications will only be opened. Decision of the committee constituted for this purpose will be final.
 - b. In case the bids are not received from sufficient number of firms up to the stipulated day and time, last date for receiving and opening the tenders can be extended by the University.
 - c. If the tenderer resiles from his offers new terms after opening of the tender, his earnest money is liable to be forfeited.
 - d. The submission of more than one tender for the one and same category and under different names is prohibited. If any time it is discovered that this condition has been violated, all the tenders of the firm shall be rejected or contract (s)cancelled the earnest money or security deposit(s) forfeited to the University.
 - e. The tender must be accompanied by an Earnest Money as demanded in the NIT without which it will not be considered and rejected outright. The earnest money should be remitted as a crossed Bank Drafts, of any scheduled bank in the name of the Comptroller, MLSU, Udaipur.

Note: Cheques and FDR are not acceptable in any case.

4. Refund of Earnest Money : The earnest money of unsuccessful bidders shall be refunded soon after final acceptance of tender/ bid;
The successful tenderers shall be required to deposit an amount of performance security equal to 5% of the value of the tender with them and execute an agreement with the University on a non-judicial stamp paper of Rs 500/- for providing service/carrying out work as given in details of work as well as terms and conditions.
5. Forfeiture of Earnest Money: The earnest money shall be forfeited in the following cases :-
 - a. When the bidder withdraws or modifies the offer after opening of tender/ bid but before acceptance of the tender/ bid;
 - b. When he does not execute the agreement, if any, prescribed within the specified time;
 - c. When he fails to commence the supply of the items as per purchase order within the time prescribed;
 - d. When the bidder does not deposit the earnest money after receiving the purchase order.
 - e. Forfeiture of security deposit: performance Security deposit shall be forfeited in the following cases :-
 - f. When any terms and conditions of the contract is infringed;

- g. When the bidder fails to supply items / provide services/carry out work satisfactorily; Notices will be given to the bidder with reasonable time before earnest money or security deposit is deposited is forfeited.
- h. The tendered rates must be valid atleast for a period of six months from issuing the order. If the rates quoted is not valid for the above period, tenderer should mention the same explicitly in their offer. However, in the event of downward trend in the rate, university reserve the right to negotiate the rate or reduce the validity of the rate.
- 6 The MOHANLAL SUKHADIA UNIVERSITY, Udaipur reserve the right to accept any tender, not necessarily the lowest, reject any tender without assigning any reason and accept any tender for all or any one or more items for which tender has been submitted.
7. In case the rates quoted by all the tenderers are very high, or do not suit to the University, negotiation can be conducted as per rules.
8. The contract can be repudiated at any time by the Comptroller, MOHANLAL SUKHADIA UNIVERSITY, Udaipur if the Purchase order is not executed in time and or to satisfaction after giving an opportunity to the contractor (tenderer) for being heard.
9. The tender must be submitted accurately in accordance with the conditions of the tender and all the enclosures (duly signed and stamped) must be attached along with the tender as demanded otherwise the tender will be rejected.
10. Legal proceedings if any arising on this tender shall have to be lodged in the courts situated in Udaipur and not elsewhere.
11. The tenderes should not quote their own (means counter) conditions while submitting the tender. Any counter conditions or counter proposals submitted by the tenderes will not be considered at all. If a tenderer imposes conditions mentioned herein his tender is liable to summarily rejection. The firms intending any conditions shall not be considered in any case.
12. RATES MUST BE QUOTED IN THE TENDER FORM ONLY. Rates must be quoted against each item in the tender form. Tenderer should not quote the rates like open bid type. Rates quoted any place other than tender form will not be considered.
13. After placing the order , the approved firm will be required to provide the items ordered within a period of 30 days.
14. If the tenderers fails to supply the ordered items within the period specified in the purchase order, the UNIVERSITY shall make following deductions
- a. Delay upto 1/4th of the time period of supply : 2.5%
 - b. Delay 1/4th and above but less than ½ of supply period: 5%
 - c. Delay ½ 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%
15. If the delay is more than 30 days from the supply period mentioned in the order, Comptroller may deduct amount after evaluating loss due to the delay.
16. University shall not accept any request for advance payment from the tenderer.
17. Minimum **one year** warranty must be provided on Items supplied to the university.
18. The items quoted in the bid must be manufactured by a reputed manufacturer.
19. The supplier must install supplied items and demonstrate all its features. A report of the same must be enclosed with the installation report. .
20. The approved tenderer shall not assign or sublet the contract or any part there of to any other party.

21. It is made clear that tender must be submitted accurately in accordance with the condition of the tender and the necessary documents must be invariably be enclosed where demanded. In the event of non-submission of these essential documents, the tender shall not be considered and shall be treated as rejected without notice or any reference.
22. Special terms and conditions specific to the work to carried out ,if any, given in the Section “SCOPE OF THE WORK” or with details of the work shall be a part of the terms and conditions of this tender .
23. Provision of Rajasthan Transparency in Public Procurement Act 2012 (Act No.21 of 2012 RTPP rules 2013) Govt. of Rajasthan shall be applicable with regard to delay in supplies and other residue eventuates.

I/We hereby declare that I/We read carefully all the above mentioned TERMS AND CONDITIONS. I/We agree to these.

Dated:_____

SIGNATURE OF THE TENDERER WITH

FIRM'S RUBBER STAMP



SCOPE OF THE WORK/DETAILS OF ITEMS TO BE SUPPLIED

Supply of Water Cooler

To supply of Water Cooler manufactured by a reputed manufacturer as per specification given below within specified period from date of placing purchase order.

Sr. No.	Description	Qty.	Approximate cost
1	Water Cooler with capacity of 80 ltr. standard brand	08	Rs. 2.50 lacs



MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

TECHNICAL BID FORM

Tender for Supply of Water Cooler

Please submit technical bid with supporting documents along with EMD in as a separate envelope as per scope of work /details of supplied item.

S. No.	Particulars	Information to be provided by the Bidder	Submitted or not (Yes/No)
1	Name of the Bidder with complete address & Telephone number		
2	Details of Earnest Money Deposit Made		
3	Registration Number & Date of establishment of the firm Copy of registration should be attached as a proof.		
4	No. of years experience in providing the supply, installation and after sales service of RO System Attach work order/certificate from CA)		
5	Turn over during last financial Year from business (Submit CA certificate/Audited balance sheet)	2016-2017	
6	Give name of Educational Institutions/ Govt firms for which Supplied RO system (Enclose List with contact numbers of Incharges)		
10	GST Registration Number		
11	PAN number of the firm (enclose Enclose Certificate from the Manufacturer		
12	Name and address of the maintenance Centre of the manufacturer/Authorised Service Centre at Udaipur with name of Engineer (enclose certificate or list of service Centres from manufacturer)		
13	Do you agree to replace the equipment if its performance is not satisfactory during the warranty period even after carrying out maintenance service minimum three times		
14	Do you agree to replace/repair hardware within 24 hrs if it fails or malfunction during warranty period		
15	Whether your firm has been blacklisted by any Government/PSU/Board/University		

CERTIFICATE

This is to certify that I/We have read all the terms and condition of the tender and agree to abide by the same. We have also read eligibility conditions to participate in the tender,

Signature of the Authorised Signatory

Date:

Rubber Stamp of the firm



MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

TENDER FORM

The Comptroller,
Mohanolal Sukhadia University,
Udaipur (Rajasthan).

SUB:- TENDER FOR Supply for Water Cooler.

REF:- YOUR TENDER NOTICE No. F. MLSU/Ten./RO/AK/2017-18/ Dated:

Sir,

In response to the above referred Tender Notice. We are submitting our offer **FOR Supply of Water Cooler**. The details are as below/under:-

1. Name of the Tenderer :

2. (a) Address of the Tenderer:

.....

(b) Phone No.

(c) Mobile No:

(d) E.mail. ID

(e) Bid-security of Rs. 5,000/-

Deposited in form of Bank/DD/PO No. & Date -----

The rates **FOR Supply of Water Cooler** are as under:-

Sr. No	Specification of Item	Rate per unit inclusive of taxes and installation and charges	Remarks if any F.O.R. University
1	Water Cooler with capacity of 80 ltr. standard brand		

**COMPTROLLER
MLSU, UDAIPUR**

I/WE hereby declare that I/WE have read all the GENERAL TERMS AND CONDITIONS & FINANCIAL CONDITIONS of the tender for providing and I/We AGREE to confirm to those.

**SIGNATURE OF THE TENDERER
WITH HIS FIRM' S RUBBER STAMPS**

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 by a bidder in more than one Bid will result in the disqualification of all Bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical 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 procurement of..... in response to their Notice Inviting Bids No Dated..... I/we hereby declare under section 7 of Rajasthan Transparency in public Procurement Act, 2012, that:-

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/ our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specified in the Bidding Document;
3. I/ we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our 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 disqualified 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 designation and address of the second Appellate authority is.....

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued 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 authorised representative.

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

If 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 fifty percent, of the quantity specified in the Bidding Document. it shall be without any change in the unit prices or other terms and conditions 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 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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.