



# MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

**PRESCRIBED TENDER FORM FOR SUPPLY OF LABORATORY CHEMICALS, GLASSWARE, PLASTICWARE (EXCLUDING PERMANENT NATURE ARTICLES/EQUIPMENTS/APPARATUS etc.) UNDER TENDER CODE NO. AN/2018 FOR THE YEAR 2018-19 IN REFERENCE TO NIT NO. F. MLSU/Tender/AN/Appd. Manf./2018-19/460 dated 23.06.2018**

**Note :-**

Tender must be submitted strictly in accordance to all the terms and conditions of the tender-notice and tender form of the University, otherwise the tender shall not be considered and may be rejected out-right. Counter (firm's own) terms and conditions will not accepted in any case. Bidder should read these terms and conditions very carefully and comply strictly while submitting tenders. If a bidder has any doubt regarding the interpretation of any of the terms and conditions or specifications mentioned in these documents, he/she should get them clarified from the Purchasing Officer before submitting the tender. The decision of the purchasing Officer regarding interpretation of the conditions and specifications shall be final and binding on the tenderers (bidders). The purchase will be made as per Provision of Rajasthan Transparency in Public Procurement Act 2012 (Rule 2013 and GF&AR) Govt. of Rajasthan shall be applicable with regard to delay in supplies and other residue eventuates.

**SET OF TENDER FORM CONTAINING THE FOLLOWING ENCLOSURES:-**

| S.No. | Particular                             | Page No.       |
|-------|--|----------------|
| 1     | Notice Inviting Tender                 | 2              |
| 2     | Eligibility Criteria                   | (Annexure I)   |
| 3     | General Terms and Conditions of Tender | (Annexure II)  |
| 4     | Special Terms & Conditions             | (Annexure III) |
| 5     | Technical Bid Form                     | (Annexure IV)  |
| 6     | Financial Bid Form                     | (Annexure V)   |
| 7     | Annexure -                             | A to D         |

**Submit Technical bid and financial bid separately as per detail & as 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 duly filled in signed and stamped along with earnest money.

Enclosed :- as above

**Comptroller,  
MLSU, Udaipur**

**Details about the tenderer.**

To be filled in by the tenderer

|  |   |
|--|---|
| Name of the Bidding in Company/Firm  |   |
| Contract Person(Authorized Bid Signatory)                                      |   |
| Correspondence Address   |   |
| Mobile No.   |   |
| Telephone No.(Land Line) & Fax   |   |
| Website & E-mail Address   |   |
| a. EMD bank Draft/Pay order payable at Udaipur(Cheque /FDR are not acceptable) | Amount Rs. 40,000.00<br>DDNO. _____ Dated _____<br>Bank _____ |
| b. Tender form fee   | Rs. 1,000/-   |

**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 its Firm's Rubber Stamp



**ELIGIBILITY CRITERIA**

The following criteria must be fulfilled by a Bidder:-

1. The bidder must be a firm/agency/company / that should be registered with appropriate authorities and self-attested copy of registration may be attached.
2. The bidder must have been in the business for at least three years. Annual turnover of the firm in the last financial year should at least Rs. 25.00 Lacs. Copies of financial report such as P&L A/c, Balance Sheet, should be attached with technical bid.
3. The firm must have enclosed price-List with effective date for which discount is being offered. An authenticated soft copy of catalogue/rate list (in PDF format) is to be provided by firm. Without this any offer will be entertained.
4. Authorization certificate from the principal company/manufactures clearly stating that no other dealer is authorized for their products in the Udaipur region.
5. Quality Assurance Certificate (ISI/ISO) etc. from the accreditation agency.
6. Bidder must have PAN/TIN /GST Registration details. A copy of requisite documents to be attached.
7. SSI Certificate/Excise Certificate wherever applicable should be provided.



# **MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR**

## **GENERAL TERMS AND CONDITIONS OF BIDDER**

**NOTE:** Bidders should read these conditions carefully and comply strictly while sending their tenders. If a tenderer has any doubt regarding the conditions or specification mentioned in the tender notice, he should before submitting the tender, refer these to the Comptroller and obtain clarification. The decision of the Comptroller regarding the interpretation of the conditions and specifications shall be final and binding on the tenderer.

### **1. DEFINITIONS**

- (i) The term 'the contract' shall mean the invitation to tender, the instructions to the tenderers the tender acceptance of tender hereinafter defined and those general conditions and special conditions that may be added.
  - (ii) The term 'the contractor' shall mean the person, firm or company with whom contract has been made and the order for the supply is placed. In the case of a person, it shall be deemed to include his successors, heirs and legal representatives where the context so admits.
  - (iii) The term 'delivery' shall mean delivery by the dates and the places specified in the tender form and /or order/issued after the acceptance letter from time to time of stores which are acceptable by the indenting Officer /the Comptroller/or the central Stores Purchase Committee of the university and not the submission of stores which are not to the required standard.
  - (iv) The term 'central Stores Purchase Committee' shall mean the Stores Purchase Committee constituted by the M.L. Sukhadia University.
2. The tenders will be opened on 09.07.2018 at 3:30 pm before the members of a committee appointed for this purpose by the Comptroller, M. L. Sukhadia University, Udaipur in the office the Comptroller. Tenderers are at liberty to be present or authorize not more than one representative to be present at the time of opening on the above mentioned date and time.
  3. No dealer who is not registered under the Sales Tax Act prevalent in the State where his business is located may be eligible to tender. GST Registration Number should be quoted and a Sales Tax Clearance Certificate from the commercial / Tax Officer of the Circle Concerned should be submitted without which he tender is liable to rejection .
  4. Tenderer will have to submit invariably an Income Clearance Certificate from the Income Tax Officer of the Circle concerned along with which the tender is liable to rejection.
  5. The tender should be filled in ink or type. No tender, filled in pencil and with ball pen, shall be considered.
  6. (i) Rates must be written both in words and figures. there should no erasures, alterations or over-writing in the tender and information given in the tender should be in unambiguous language. Where any alteration is made, it should be made clearly and should be dated and initialed by the tenderer failing which such quotation may be ignored. No paper shall be detached from the tender form.  
(ii) Rates quoted must be F.O.R. store and should include all charges and taxes except Central/Rajasthan Sales Tax which will be added at the rates prevalent at the time of purchase  
(iii) The price charged for the stores supplied under the contract by the successful tenderer shall in no event exceed the lowest price at which the successful tenderer shall in no event exceed the lowest price at which the successful tenders the stores of identical description to any other person during the period of the contract .  
If any time during the period of contract the contractor reduces the sale price of such stores to any other person at a price lower than the price approved under the contract, he shall forthwith notify such reduction or sale to the Comptroller, M. L. Sukhadia University and the price payable under the contract for the stores supplied after the date of coming into force of such reduction in sale shall stand correspondingly reduced. The successful tenderer shall furnish certificate to the effect that the provision of this clause has been fully complied with in respect of supplies made or billed for upto the date of certificate. The successful tenderers shall furnish this certificate to the Comptroller, M.L. Sukhadia University at the beginning and in every six month there after during the currency of the contract and at the end of the contract period that they had complied with this clause of the conditions .
  7. The tenderer is not expected to quote for more than one quality where the specifications are fairly clear and not more than two in any case. If any tenderer will quote for more than two qualities, his rates may not be considered at all in respect of those items.
  8. (i) Tenders shall be valid for a period Upto 31.03.2020 from the date of opening of the tenders for the purpose of communicating the acceptance of tender.

- (ii) After a tender has been accepted, the rates shall remain valid throughout the period for which tenders are invited.
9. (i) Tenderers hereby explicitly warned that individual signing the tender must specify as follows :
- (a) Whether signing as “Sole Proprietor of the firm”.
- (b) Whether signing as a “Registered active partner of the firm”.
- (c) Whether signing for the firm, i.e. “per procuracy”.
- (d) In the case of Companies and registered firms whether signing as Secretary, Manager, Partner, Director, etc. and how individuals so signing are authorized to do so. A copy of the document Under which such authority is given should be submitted with the tender, if a copy has not already been sent to the comptroller.
- (ii) Tenderer should sign the tender from at the end of the first and last pages as a token of his Acceptance of all the terms and conditions of the tender. He should also sign at each page of the tender on which rates quoted
- (iii) If the tenderer resiles from his offers new terms after opening of the tender, his earnest money Is liable to be forfeited.
- (iv) The submission of more than one tender for the one and same category and under different Names in prohibited should it any time be discovered that this condition has been violated, all the tenders should be rejected or contract(s) cancelled the earnest money or security Deposit(s) forfeited to the university.
10. The contractor will be held responsible for goods being sufficiently and properly packed for transport by rail or road transport so as to ensure their being free from loss and breakage till the delivery of goods at the stores of the purchasing officer. All packing cases, containers and other allied material shall be supplied free of cost by the contractor and the same will not be returned to him. If he so desires, the contractor may insure valuable goods and loss or damage, breakage or shortage discovered at the destination by the consignee, the contractor shall be liable to make the same good at his own cost. The contractor may keep or depute any of his representatives to watch any damage or loss discovered at the destination to verify the same if he so likes for his satisfaction.
11. (i) Two sets of the samples of items of the various categories of tenderers, where SAMPLES are REQUIRED should be submitted on or before the due date and time of receipt of the tender Along with separate challan in triplicate in the performa mentioned below, in the office of The Comptroller, M.L. University, Udaipur. Without Samples the tender will not be considered For such items. The plea that any samples made in the past be considered as samples will not Be accepted. Only samples received with the tender will be considered. The sample sent should Be in the same quantity as asked for.

#### **FORM OF CHALLAN FOR SAMPLES**

Name and address of firm ..... Tender Notice  
No.....Code No .....Due Date.....

| Item No. | Brief Description<br>of the sample<br>No. | Quality<br>or<br>Samples | Number of<br>samples<br>Submitted<br>Against each<br>Quality |
|----------|---|--------------------------|--|
|----------|---|--------------------------|--|

- (ii) Samples must be submitted fully sealed and should be lable with the particulars as mentioned Below :
- (a) Name and Full address of the firm.
- (b) Item Number, Tender Notice No., Tender Code and Due Date of the Tender.
- (c) Brief description of the sample and rate.
- (iii) Samples without challans in triplicate will not be accepted.
- (i) Outside firms are requested to send packing note in duplicate along with the samples and Railway parcel should be sent as “Fully paid home delivery parcel”. So that the samples are received in the office of the Comptroller, M.L. Sukhadia University, Udaipur on or before the due date of receipt of tender otherwise the consignee is in no way responsible for getting the parcels from the railway premises.
- (ii) In case of samples sent by Railways parcel the R.R. should be posted by registered post to the Comptroller, M.L. Sukhadia University, Udaipur and not enclosed with the tender documents.

- (iii) Approved samples will be retained by the Comptroller free of cost up to the period of six months after the expiry of Contract. The Comptroller shall not be responsible for any damage, wear and tear or loss during testing, examination etc. during the period these samples are retained. The sample shall be collected by the contractor on the expiry of stipulated period. The Comptroller shall in no way make arrangements to return the samples thereafter by railway or other mode of such transport even if the contractor agrees to pay the cost of such transport even if the contractor agrees to pay the cost of such transportation. Samples uncollected within 9 months after the expiry of contract shall be forfeited to the university and no claim for their cost etc. shall be entertained, however, in case of samples which are to be retained for purpose of comparison payment will be made after deducting 25% from the value of each sample his payment will be made only for those samples which are retained purposefully after expiry of period of contract as well as time allowed for their withdrawals.
  - (iv) Unapproved samples shall be collected by the tenderer if any to the extent samples are not destroyed or consumed during testing and examination. The Comptroller shall in no way make arrangement to return the samples there-after by railway or other mode of transport.
  - (v) Samples should be strictly according to the specification given in the tender from otherwise they will not be considered.
  - (vi) Not change in marking on sample will be allowed after the submission of the sample.
12. (i) All goods must be sent freight paid. If goods are sent freight to pay, the freight together with a penalty of 10% of the freight will be recovered from the supplier's bills.
- (ii) RRs or GRs should be sent under a registered cover No. RR or GR will be accepted if it is sent by VPP or Through Bank.
- (iii) Each bale or package shall contain a packing note quoting the acceptance order or supply order No., Date and showing its contents in details.
- (iv) In case the supply is called for by the Purchasing Officer by Railway Passenger train, half of the Railway Freight will be borne by the Purchasing Officer.
- (v) Payment for the supply shall be due and payable by the Purchasing Officer to whom supply is made when the goods is delivered strictly in accordance of the supply ordered and when the goods is found to the standard required or tallys with the sample.
- (vi) All the goods supplied shall be of the best quality to the specification, trade-mark laid down for them and in strict accordance and equal to the approved standard samples and in case of any material of which there are no standard approved samples shall be of the very best quality and description obtainable in India. The decision of the Comptroller/Purchasing Officer, the central Stores Purchase Committee of the University shall be final as to the standard quality of goods and binding upon the tenderers and in case any of the articles supplied not being approved they shall be liable to be rejected and any expense or loss caused to supplier as a result of rejection of supplies, shall be entirely on contractor's account.
- (viii) The rejected articles must be removed by the tenderer from the destination where they lie within 30 days from the date of rejection notice. The officials will take reasonable care of such materials but will not be responsible for any loss or damage that may occur to it while it is no their premises.
- 13 (i) The material ordered will have to be supplied with in six week from the date of placing the order.
- (ii) The material will have to be delivered at the university go down premises in case of local dealers.
- (iii) Should the tenderer fail to deliver the goods within the specified in condition.
14. (i) The purchasing officer on the request of contractor may at his discretion allow extension of time for the period which he considers proper or refuse.
- (ii) the supply of an order of an order marked URGENT will be started immediately and will be completed in full by the contractor within 30 days from the date of issue of order.
- (iii) in case the supply is not made according to the order in full within six weeks after the date of order the earnest money will be forfeited.
- (iv) when the tenderer is unable to complete the supply within either the specified or extended period the purchasing officer shall be entitled to purchase the goods from elsewhere without notice to the tenderer but on his (i.e.tenderer's) accounts on risk, the goods or any part there of which the tenderer has failed to supply, or if not available the best and nearest available substitute there of or to cancel the contract and the tenderer shall be laible to pay for any loss or damage which the purchasing officer may sustain by resons or such failures on the part of tenderer .but the tenderer shall not be entitled to any gain on such purchase made against default .the recovery of such loss or damage shall be mage from any sums Accuring to the tenderer under this or any other contract with the university . If recovery is not possible from the bill and tenderer fails to pay the loss or damage within one month of the demand , the recovery shall be made under the Rajasthan public Demand Recovery Act,1952 or any other law for the time being in force.While making the risk purchasing

the Purchasing officer may exercise his own discretion and if possible resort to limited Tender system issuing short term notice irrespective of the valuation of tender. In all cases, where orders are cancelled due to non-supply of goods, it will be treated as a breach of the contract and the Purchasing Officer shall take action accordingly.

**Note:** It is Clarified that Purchasing Officer may resort to risk purchase without granting any extension as provided in Condition No. 16(iv).

- (vii) When the Contractor is unable to complete the supply within the specified or extended period, the Comptroller shall be entitled to forfeit the Earnest Money/Security Money in full or in part as he may deem fit, if no risk purchases have been made as provided above. When the Earnest Money/Security Money in full or in part is proposed to be forfeited, a show cause notice will be given to the contractor to show cause within 10 days for not making the supplies in time and why Earnest Money/Security Money in full or in part should not be forfeited.
15. (i) The quantities for the various items in the tender are approximate and subject to variation. The supplies will have to be made according to requirements as and when orders are placed throughout the contract period.  
(ii) If the purchases of the items approved are not made at all or purchases are made less than the quantity indicated in the tender the will not be entitled to any claim or compensation whatsoever on this account.
16. (i) All articles supplied shall strictly confirm to the specifications laid down in the tender form. The supply of articles marked with asterisk or words "SAMPLE REQUIRED" are mentioned, shall in addition confirm to approve samples. The decision of the Purchasing Officer/Comptroller/Central Stores Purchase Committee whether the articles supplied confirm to the specifications and are in accordance with the samples if any, shall be final and binding on the contractor.  
(ii) If even a small percentage of samples or one unit of the same drawn at random from bulk supplies fails to confirm to the standard of the tendered sample, the entire supply is liable to be rejected and no excuse whatsoever that manufacturing difficulties, raw materials etc. were responsible for deviation in quality will be entertained or any account from the contractor.  
(iii) If the goods or articles fail in comparison with the sample or in test they will be rejected and will have to be replaced by the contractor at his own cost within the prescribed limit.  
(iv) If, however due to exigencies of University works. Such replacement either in whole or in part, is not considered feasible, the Comptroller or the Purchasing Officer after giving an opportunity to the contractor of being heard shall for reasons to be recorded in writing deduct suitable amount from the bill of supply. The deduction so made will be final.  
(v) Articles which are prima facie defective or not in accordance with the accepted tendered sample shall not be stored in the respective University stores and if kept they shall be at the risk and responsibility of the Contractor. The rejected articles must be removed by the contractor within 30 days of the date of receipt of information of rejection after which the Purchasing Officer or the Comptroller shall have the right to dispose off such articles as they think fit at the contractor's risk and on his account. The Purchasing officer shall have also the right to charge rent for storage of such rejected articles from the contractor at the rate to be fixed by him. His decision regarding rent will be final.  
(vi) The contract for the supply can be repudiated at any time by the Comptroller, if the supplies are not made to his satisfaction after giving an opportunity to the contractor of being heard and the reasons of repudiation shall be recorded by the Comptroller.
17. Any increase in Excise duty or other similar tax if imposed by the central or State Government after due date of tender will be paid extra. Similarly any reductions in them after the due date will be paid less to the contractor.
18. Remittance charges on payment made to the firms will be borne by the firms or the contractor.
19. Tenderers are requested to send with their tenders printed descriptive literature, catalogue, photo literature of the articles if any for convincing about the quality and usage of the articles but direct/indirect canvassing on the part of tenderers or their representatives after the submission of the tender shall disqualify their tenders.
20. Tenderers are expected to satisfy themselves that they will be able to supply the articles tendered by them in full all circumstances, if their tenders will be accepted. No plea that the manufacturer has either stopped the manufacturing or has increased the prices or that the item is not being imported due to certain difficulties, will be considered and successful tenderers will be bound to supply the ordered articles in all circumstances and on the approved rates only.
21. Where a particular make or size is stated in the tender form no alternative should be suggested. The alternatives suggested will be ignored and the tenderer shall be assumed to have quoted for the items and their specifications mentioned in the tender form.

22. Separate covering letter or communication should be sent for separate category of tenders and tenders should be submitted separately for each category. Tenders received in mixed with more than category may not be considered.
23. The decision of the Comptroller, M. L. Sukhadia University, Udaipur in all matters to the tender will be final and binding upon the tenderers.
24. No Sooner tenderers are informed of the acceptance of the tender than the approved contractor shall have to deposit the Security Money at the rate of 5% of the total value of the quantity of articles mentioned in the tender.

The Earnest money deposited at the time of submission of tender will be automatically converted into security money and if the amount of security money is more than the earnest money deposited than the remaining amount of security money will have to be remitted by the contractor. Similarly if the amount of security money comes less than the earnest money deposited, than the required security money be kept and the rest be refunded.

25. The tenderer shall on intimation of acceptance of the tender from the Comptroller, M.L. Sukhadia University, Udaipur shall submit an agreement bond on non-judicial stamp of Rs.500/- for prompt supplies, within period specified in the letter and also deposit the amount of security money along with the agreement bond, Failing which the earnest money deposited, with the tender will be forfeited.

I/We certify that I/We Have read the General Terms and Conditions of the Tender and that I/We agree to confirm to these.

**COMPTROLLER  
M.L. SUKHADIA UNIVERSITY, UDAIPUR**

I/We certify that I/We Have read the General Terms and Conditions of the Tender and that I/We agree to confirm to these.

SIGNATURE OF TENDERER  
WITH STAMP





**MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR**

**SPECIAL TERMS & CONDITIONS FOR SUPPLY OF LABORATORY CHEMICALS GLASS WARES, PLASTICWARES (EXCLUDING PERMANENT NATURE ARTICLES/EQUIPMENTS/APPARATUS, etc.) IN REFERENCE TO NIT NO./MLSU/TEN/AN/**

1. Tenders should be submitted on prescribed tender form to the Comptroller, Mohanlal Sukhadia University, Udaipur and should reach on 09.07.2018 at 3.00 pm. The Tender will be opened on 09.07.2018 at 3.30 pm.

**A- TECHNICAL BID in a sealed envelope marked “TECHNICAL BID”**

- i) Earnest Money deposit and Tender form fee in the form of a Crossed Bank draft in the name of the Comptroller, MLSU, Udaipur-313001.
- ii) Tender form page – 1 duly filled and signed by the Bidder.
- iii) Terms and conditions of the tender signed by the Bidder.
- iv) Scope of the work & details signed by the Bidder.
- v) Technical Bid form duly filled and signed along with all supporting documents to prove eligibility of the Bidder to submit the offer.
- vi) In case of down loaded tender document in the form of DD/pay order in favour of Comptroller, MLSU, Udaipur

Technical Bid must contain following documents with self attestation:

- (a) Check list duly filled. All items must be checked.
- (b) List of the brands offered and supporting documents for verification of their quality and standards alongwith authorization certificate from the Principals/Manufactures for Udaipur division.
- (c) Copy of Registration of the firm.
- (d) Copy of official reports such as P&L account, balance Sheet.
- (e) Copy of GST Registration Certificates.
- (f) Brief report about the business conducted by the Bidder.
- (g) Work orders and Work experience certificates issued by Institutions and Government organizations to prove experience.
- (h) 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 bids without requisite EMD will be rejected.

**B- FINANCIAL BID in a sealed envelope marked “ FINANCIAL BID “ and financial Bid form where rates or cost are filled in. All rates must be quoted without any corrections or over writing.**

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

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

- i) The name and address of the Bidder.
  - ii) Address of the tendering authority.
  - iii) Specific identification of this bidding process pursuant to NIT and any additional information as specified in the bidding document.
2. Technical Bid will be opened on the scheduled 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.
  3. The Financial bids of the firms satisfying quality standards as judged by the technical committee and eligibility conditions will only be opened. Decision of the committee constituted for this purpose will be final.
  4. The tenderers may give the maximum possible **Percentage of Discount on the Prices mentioned in the Price list of the Manufacturer.** This shall be included only in the financial bid.
  5. Tenders received after the prescribed date and time will not be considered.

6. Intending tenderers shall have to deposit earnest money as given in the tender notice by Demand Draft/Pay Order in favour of the Comptroller, Mohanlal Sukhadia University, Udaipur along with its tender application. The tenders without earnest money and tender form fee will not be considered and rejected out right. Cheques /FDR's and Cash will not be considered as a Earnest Money.
7. **Earlier EMD (if lying with University) will not be adjusted against the current bid.**
8. The undersigned is not bound to accept the lowest tender and may reject any tender or any part of the tender without assigning any reason.
9. In case the rates quoted by the tenderers are very high or do not suit to the University the negotiation may be undertaken for reducing the quoted rates.
10. **Only rates quoted in Indian Currency shall be accepted and no upward revision in rates shall be accepted till the period in effect.**
11. Approved tenderer will have to execute an agreement in prescribed format on a non-judicial stamp of Rs. 1000/- at his own cost within 15 days from receipt of the order along with security money.
12. The purchases will be made by the concerning Department of the University as per their budget provisions.
13. This contract will be valid up to March 31, 2020 however; it can be extended on mutual agreement.
14. The University shall accept the supplies F.O.R. Departmental Store situated at Udaipur only. However, the outsider supplier may charge at actuals for freight, packing and forwarding charges only if the total value of the purchase order placed is less than Rs. 1000/-(One hundred) only under exceptional conditional. Under no circumstances the department will bear the loss due to damage/breakage of articles in the transit. The cost of the damage/broken articles would be deducted from the bill.
15. Any Addition and deletion of authorized dealership/distributorship shall be intimated to the undersigned immediately on authorization of a new party.
16. The percentage of discount quoted by each firm in tenders be given both in words and figures failing which the same is liable to be rejected. Tender is a liberty to be present or to authorize a representative to be present at the time of opening of the tenders.
17. In case the price list for the previous year 2016-17 is still valid for the entire period of rate contract period upto March 2020 a certificate to this effect may please be furnished duly signed by the authorized signatory.
18. The suppliers may dispatch all ordered goods in composite pack but they have to prepare bills according to our orders.
19. The ordered items will have to be supplied within four weeks, from the date of order. Urgent marked orders may be executed as marked in the order failing which Risk Purchase will be made and difference amount will be deducted from the earnest money as per report from the concerning department of the University.
20. A certificate to be given by the tenderer that the price list supplied is the only one in circulation.
21. If the tenderer fails to deliver the goods within the period specified in the tender form, the Purchasing Officer may at his discretion, allow the extension of time subject to recovery from the tenderer as agreed, liquidated damages and not by way of penalty a sum equal to the following percentage of the value of stores which the tenderer has failed to supply for a period of delay as stated below :-
 

|   |         |
|---|---------|
| (a) Delay up to one fourth period of the prescribed delivery period                                   | : 2 ½ % |
| (b) Delay exceeding on one fourth but not exceeding half of the prescribed delivery period            | : 5 %   |
| (c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period             | : 7 ½ % |
| (d) Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period | : 10 %  |
22. If the delay in supply is caused due to transport strike or any natural calamity, the same will be considered sympathetically.
23. If the quality of the supplied items is found sub-standard, the supplier has to collect the Chemicals/Glassware/Plastic ware from the Departmental stores on its own expenses. The Department would not pay for the quantity of substandard chemical if used before the detection of its quality.
24. In case of any difference of opinion between the purchaser and the supplier about terms & conditions, the decision of the Comptroller will be final.

25. If the bidders refuses from his offer or offers his own (counter) terms & conditions after opening of the tenders, his earnest money shall be liable to be forfeited.
26. The bidders should not quote their own (means counter conditions) conditions while submitting the tender. Any counter- condition or counter proposals submitted by the bidders will not be considered at all.
27. Notwithstanding anything contained herein before in these special terms & conditions, the University reserves the right to take action against the defaulting firm for any kind of misbehavior or for any breach of the Contract what-so-ever by way of imposing a penalty, forfeiting of security money, cancellation of order, cancellation of the agreement and blacklisting and such other action according to the University rules.
28. This contract may be terminated without any notice if the supplier fails to supply full or part of the ordered goods within the stipulated time.
29. The Legal jurisdiction in the disputes, if any will only be Udaipur Courts.
30. If successful tenderer fails to supply material within the stipulated delivery date or material supplied other than specification specified in our NIT MLSU Udaipur reserves the right procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the security Deposit/Bank Guarantee and pending Bills and if the value of the materials under risk purchase exceeds, the amount of security Deposit and/ or Bank Guarantee and Pending Bills, the same may recovered if necessary by due legal process.
31. Rates of only those items must be quoted which are exclusively used in laboratory.
32. In case of rates being quoted as a price list, the bidders must indicate number of pages included in the referred price list.
33. The University reserves the right to accept any tender not necessary to lowest, reject any tender without assigning any reason and accept any tender for all or anyone or more items or the articles for which tender has been given.
34.
  - a) Freight, insurance charges, if any will be borne by the supplier, similarly shortage pilferage in transit will be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser for resupply. The defective supply will have to be replaced by the supplier within 10 days without additional freight/transport charge.
  - b) GST and other Govt. levis will be paid extra as applicable by the supplier.
  - c) Supply should be made from the latest batch of production with maximum life period & original packing.
  - d) MLS University, Udaipur shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT specifications at no extra cost to the University.
  - e) No payment shall be made for rejected stores. Rejected items must be removed by the bidders within two (02) weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.
35. The undersigned reserves the right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
36. Trade discount along with certificate certifying that higher discount is not given to any other Department/Organization/Institution than offered should be enclosed with Financial bid.
37. Provision of Rajasthan Transparency in Public Procurement Act 2013 (Rule 2013 and GF&AR) Govt. of Rajasthan as amended from time to time shall be applicable with regard to delay in supplies and other residue eventuates.

**COMPTROLLER**  
**MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR**

**I/we hereby declare that I/we read carefully all the above mentioned Special Terms & Conditions and I/we hereby agree to accept conditions.**

Place : **SIGNATURE OF THE TENDERER**  
Date : **(With seal)**



## MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

### CHECK LIST FOR TECHNICAL-BID

Please submit technical bid with supporting documents along with EMD in a separate envelope as prescribed under para (1) of special terms and conditions.

| S.No. | Particulars  | Information to be provided by the Bidder | Submitted or not (Yes/No) |
|-------|--|--|---------------------------|
| 1     | Name of the Bidder with complete address and Telephone number  |  |                           |
| 2     | Details of Earnest Money Deposited   |  |                           |
| 3     | GST /SSI certificate Number  |  |                           |
| 4     | Quality Assurance Certificate, ISI/ISO Number  |  |                           |
| 5     | Have you included maximum discount statement offered in financial bid  |  |                           |
| 6     | List of institutions having similar rate contracts (enclosed list)   |  |                           |
| 7     | List of Departments of this University which may use these products  |  |                           |
| 8     | Turn-over during last financial year from business (submit CA certificate/ Audited balance sheet) 2016-17, (Not less than 25.00 lac p.a.)  |  |                           |
| 9     | Any other Certifications/ Licenses (Enclose proof) SSI certificate or manufacturing permit from manufacturer   |  |                           |
| 10    | GST number of the firm( Enclose Photocopy)   |  |                           |
| 11    | Whether Price-list and hard copy of catalogue attached?  |  |                           |
| 12    | Authorization certificate of the bidder from concerned principals/ manufactures for Udaipur division   |  |                           |
| 13    | Is there any substitution or modification of the original bid  |  |                           |
| 14    | Whether the bidder fulfills the eligibility criteria given in the bidding documents  |  |                           |
| 15    | Whether the bid has been signed by the bidder  |  |                           |
| 16    | Certificate for No Deviation   |  |                           |
| 17    | Non Blacklisting Certificate   |  |                           |
| 18    | List of Major Customer may be given on a separate Sheet and proof of satisfactory supply, if any   |  |                           |
| 19    | Quality Assurance Certificate (Please specify)   |  |                           |
| 20    | Have you previous supplied these items to any government/private organization? If yes, attach the relevant proof. (Also provide an affidavit that you have not quoted the price higher than previously supplied to any government institute) |  |                           |

This is to certify that I /We have read all the terms and conditions of the tender and agree to abide by the same. We have also read eligibility conditions to participate in the tender, details of the work to be carried out and other details made available with this Bid – Form and have understood them.

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

Date:



**GLASSWARE**

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**PLASTICWARE**

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**SIGNATURE OF TENDERER**

I/We hereby declare that I/we have read all the General Terms and Special Terms & Conditions, Specification of the Tender Items required and I/We hereby agree to accept these conditions.

**SIGNATURE OF TENDERER  
WITH SEAL**









## **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 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 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 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.



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