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**Request for Proposal for
RATE CONTRACT FOR SUPPLY OF LABORATORY
CHEMICALS/GLASSWARE FOR THE YEAR
MAY, 2018 TO MARCH 2019**

Maharshi Dayanand Saraswati University, Ajmer

NIT No. E.2(GAD/MDSU/2018 / 10250

Dated : 28.5.18

Tender Inviting Authority (TIA): Registrar,
Maharshi Dayanand Saraswati University, Ajmer Rajasthan
Tel. No: 0145-2787057
e-mail: registrar@mdsu@gmail.com

Project officer In charge : Registrar,
Maharshi Dayanand Saraswati University, Ajmer Rajasthan
Tel. No: 0145-2787057
e-mail: registrar@mdsu@gmail.com

Bidder information : Name of the Firm _____
Address : _____

Contact Person: _____
(Authorized Bid Signatory)
Tel. No: _____
Fax No: _____
Mobile No. _____
E-mail address : _____
website: _____

Mode of bid submission : Through eProcurement / eBidding system at
<https://eproc.rajasthan.gov.in>

Important Dates and information

Important Dates			
S.No.	Events	Date	Time
1.	Date of Issue of Notice Inviting Tender (NIT)	29.5.18	16:00 hrs
2.	Document Sale Start Date	30.5.18	10:00 hrs
3.	Document Sale End Date	18.6.18	14:00 hrs
4.	Seek Clarification Start Date	1.6.18	11:00 hrs
5.	Seek Clarification End Date	5.6.18	13:00 hrs
6.	Pre Bid Meeting Date	6.6.18	13:00 hrs
7.	Pre Bid Meeting Place: Registrar Office, Chankaya Bhawan, MDS University, Kayad Road, Ajmer		
8.	Bid Submission End Date	18.6.18	16:00 hrs
9.	Last Date & Time of Submission of Hard Copy of Tender document at MDSU, Ajmer	19.6.18	12:00 hrs
10.	Technical Bid Opening Date	19.6.18	14:00 hrs
11.	Date & Time of Opening of Financial Bid	will be intimated to all the technically qualified bidders only	

Important Information		
S.No.	Detail	Amount
1.	Tender Document Cost	Rs. 500/-
2.	Estimated Tender Value (for one year)	Rs. 15.00 Lakh
3.	Earnest Money (2% of Estimated Tender Value)	Rs. 30000/-
4.	Security Deposit Amount (5% of Estimated Tender Value)	Rs. 75000/-
5.	RISL Processing Fee (Non Refundable)	Rs.: 500.00

Letter of Invitation and bidding process

For the supply of Laboratory Chemicals/Glassware/Plasticware for the year May, 2018 to March 2019.

MDSU is issuing this Request for Proposal ("RFP") and the accompanying documents for inviting "bids" comprising Technical Proposal (or "Statement of Qualification") and Commercial Bid from eligible individual company/firm ("Bidder") as to select the firm for the timely supply of vehicles for the smooth conduct of University examination and other administrative assignments.

Two-stage selection procedure shall be adopted that will proceed as follows:

- The first stage proposal will consist of Technical Bid & second stage will be the Financial Bid, Financial Bids of only technically qualified Bidders based on evaluation of the Technical Bid shall be opened. A decision as to whether or not a Bidder will be technically qualified will be based on the Bidder's experience and reputation and scrutiny of documents submitted by the bidder in support thereof.
- Earnest Money Deposit will be as described later in this document.
- Each Bidder shall submit only one bid and bid must be delivered according to schedule.

Instructions to Bidder

1. Instruction to Bidders for online tendering (e-tendering)

- i- The bidders who are interested in bidding can download bid documents from <https://eproc.rajasthan.gov.in>.
- ii- Bidders who wish to participate in this e-bid will have to register on <http://eproc.rajasthan.gov.in> (bidders registered on eproc.rajasthan.gov.in before 30-09-2011 needs to register again). To participate in online tenders, Bidders will have to procure Digital Signature Certificate (type II or type III) as per Information Technology Act-2000 using which, they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode etc. or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
Contact No. 0141-4022688(help desk 10 am to 6 pm on all working days.)
e-mail: eproc@rajasthan.gov.in
Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- iii- Bidder shall submit their offer on-line in Electronic formats both for technical and financial proposal, however D.D.for Tender Fees, Processing Fees and bid earnest money should be submitted manually in the office of Tendering Authority before closing date & time of technical bids submission and scanned copy of D.D. should also be uploaded along with the online bid.
- iv- Before electronically submitting the bid, it should be ensured that all the bid papers including conditions of contract are digitally signed by the bidder.

2. Cost of Bidding

The Bidder shall bear all the cost incurred for preparing the proposal including expenses of travel and lodging that may be required including collecting information from the department and other communication required with the department regardless of the outcome of the bidding process.

3. The bidding comprises of two bid system i.e. Technical Bid and Financial Bid.

4. Packaging the Bid

The offer should be enclosed in a duly sealed envelope super scribed with bid reference number, work name, due date and bidder name. The envelope should contain two separate envelopes, the details of them are written below.

(i) Envelope-I – Technical Bid, Tender Document Fees, Earnest money and RISL Processing Fees. (Demand Draft of RISL processing fee should be in favour of "Managing Director, RISL" payable at Jaipur)

(ii) Envelope-II - Financial Bid.

5. Number of copies of the bid

The Bidder is required to submit one copy of the Technical Bid through eproc.rajasthan.gov.in by uploading all required and relevant documents. In addition to this all these document should also be submitted in hard copy physically in sealed envelope, clearly marking envelope as "Technical Bid". In the event of any discrepancy between the hard copies and/or the softcopies uploaded, the information submitted in hard copy shall prevail.

6. Authentication of Bid

The original and all copies of the Bid Document shall be computer laser printouts and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document.

7. Last date and time for receiving sealed offers

The sealed offers should reach by the speed post to the address mentioned in the "Important dates and Information".

8. Pre-bid Meeting (PBM)

MDSU, Ajmer shall make best efforts to respond to any request for clarification for the Bid Document to the prospective Bidders. Such requests are to be made in writing and are to be received by the office of Deputy Registrar (GAD) MDSU, Ajmer at least 5 working days before the Pre-Bid Meeting as per the date and time mentioned in the important dates and Information. The clarification shall be made in writing to the extent possible. The format for request for clarification is given below.

Bidder Name and Address			
Date:		Bid Reference No:	
Sr. No.	Section Reference Number (SRN) and Description from RFP	Clarification Sought	
	SRN	Description	
1	2	3	4

Queries not adhering to the format above or queries not received within the mentioned deadline shall not be taken up at the Pre Bid Meeting. MDSU, Ajmer shall not be responsible for any delay in receiving the clarification document including but not limited to any delays like postal delays.

9. Amendment of BID DOCUMENT

(i) Amendment of Bidding Document-- Any amendment issued shall be part of the Bidding Document and shall be communicated in writing to all Bidders who have obtained the Bidding Document directly from the Procuring Entity. It shall also be uploaded on the State Public Procurement Portal and the Procuring Entity's web site for prospective Bidders to download.

(ii) To give prospective Bidders reasonable time in which to take an amendment into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, under due intimation to the Bidders who have procured the Bidding Document from the Procuring Entity and also by uploading it on the State Public Procurement Portal and its official website.

10. Prices must not be indicated in the Technical Bid and must be quoted in the **Financial Bid only**.

11. Financial Bid

Financial Bid should only indicate price without any condition or qualification whatsoever, excluding taxes viz. GST & including all expenses For University office. Financial Bid should contain the bill of quantity - BoQ (Exactly in the excel format given on the eproc portal) and should be submitted online and a hard copy as described above. The financial offers should be complete in all respects and it should not contradict with the Technical Offer in any manner.

12. Bidders should express the price of their services in Indian currency only.

13. Validity of Bids

Bids shall remain valid for 60 days after the date of technical bid opening. A Bid valid for a shorter period shall be rejected as non-responsive.

14. The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with RTPP Act 2012 and Rules thereto, the later (RTPP act) shall prevail.

MAHARSHI DAYANAND SARASWATI UNIVERSITY, AJMER (RAJ.)

PRESCRIBED BID FORM FOR SUPPLY OF LABORATORY CHEMICALS, GLASSWARES, PLASTICWARES (EXCLUDING PERMANENT NATURE ARTICLES/ EQUIPMENT/ APPARATUS, etc.) UNDER BID CODE NO. ----- FOR THE PERIOD May 2018 TO MARCH 2019 IN REFERENCE TO NIB NO, F.2() GAD/MDSU/2018-19/ dated

Notes :-

Bid must be submitted strictly in accordance to all the terms and conditions of the bid- notice and bid form of the University, otherwise the bid 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 bids. 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 bid. The decision of the purchasing Officer regarding interpretation of the conditions and specifications shall be final and binding on the bidders. The purchase will be made as per Provision of Rajasthan Transparency in Public Procurement Act 2012 (Act No.21 of 2012) Govt. of Rajasthan and as amended from time-to-time.

SET OF BID FORM CONTAINING THE FOLLOWING ENCLOSURES:-

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

Submit Technical bid and financial bid separately as per details & as given under special terms and conditions para(1) in sealed envelopes failing which 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 and bid form fee.

Enclosed :- as above

The Comptroller, MDS University, Ajmer

Details about the bidder.

To be filled in by the bidder

Name of the Bidding Company/Firm	
Contact 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 Ajmer (Cheque /FDR are not acceptable)	(a) EMD Amount: Rs. _____ in favour of Registrar, M.D.S. University, Ajmer
b. Bid form fee	(b) Form fees: Rs. 500/-
Separate DD should be for EMD and tender fee	DD No. Dated..... Bank _____
	(c)RISL processing fees Rs. 500/- (not refundable) in favour of Managing Director RISL payable at Jaipur.

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 confirm to these.

Signature of the Bidder
With its Firm's Rubber Stamp
&Address/Telephone No.

ELIGIBILITY CRITERIA

The following criteria must be fulfilled by the Bidder:-

1. The bidder must be a firm/agency/company that should be registered with appropriate authorities (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 be at least Rs. 15.00 Lakhs. Copies of financial report such as P&L A/c, Balance Sheet, IT returns should be attached with technical bid.
3. The firm must enclose hard copy of item wise Manufacturers Price-List with effective date for which maximum discount is being offered. An authenticated soft copy (scanned/original) of catalogue/rate list (in PDF format) is to be provided by firm. Without this no 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 Ajmer region.
5. Quality Assurance Certificate (ISI/ISO) etc. from the accreditation agency.
6. Bidder must have Tin No./ PAN/GST /Registration and last GST clearance certificate details. A copy of concerned documents to be attached.
7. SSI Certificate/Excise Certificate wherever applicable should be provided.
8. List of major customer/Govt.Deptt. may be given on a separate sheet and proof of satisfactory supply.
9. Non Black-listed certificate.

MAHARSHI DAYANAND SARASWATI UNIVERSITY, AJMER (RAJ.)
GENERAL TERMS AND CONDITIONS OF BIDDER

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

1. DEFINITIONS

- (i) The term 'the contract' shall mean the invitation to bid, the instructions to the bidders the bid acceptance of bid 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 bid form and /or order/issued after the acceptance letter from time to time of stores which are acceptable by the indenting Officer /the Registrar/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.D.S. University, Ajmer.
2. The Technical bids will be opened on _____ at 2:00 pm before the members of a committee appointed for this purpose by the V.C., M.D.S. University, Ajmer in the office the Registrar. Bidders are at liberty to be present or authorize not more than one representative to be present at the time of bid opening on the above mentioned date and time. If declared holiday than bids will be opened next working day.
3. No dealer who is not registered under the GST Act prevalent in the State where his business is located may be eligible to bid. The GST Registration Number should be quoted and a GST Clearance Certificate from the commercial / Tax Officer of the Circle Concerned should be submitted without which the bid is liable to rejection.
4. Bidder will have to submit invariably a Copy of Income Tax Pan No along with the bid.
5. The bid should be filled in ink or type. No bid, filled in pencil shall be considered.
6. (i) Rates must be written both in words and figures. There should no alterations or over-writing in the bid and information given in the bid should be in 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 may be ignored. No paper shall be detached from the bid form.
- (ii) Rates quoted must be F.O.R. store, M.D.S. University, Ajmer & may give the Maximum possible percentage of discount on prices mentioned in the price list of the manufacturer/ Dealer.
- (iii) The price charged for the stores supplied under the contract by the successful bidder shall in no event exceed the lowest price at which the successful bidder bids 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 offers the rate of such stores to any other person at a price lower than the rate approved under the contract, he shall forthwith notify such reduction of rate to the Registrar, M.D.S. University, Ajmer and the rate payable under the contract for the stores supplied after the date of coming into force of such reduction in rate shall stand correspondingly reduced. The successful bidder 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 up to the date of certificate. The successful bidders shall furnish this certificate to the Registrar, M.D.S. University, Ajmer at the beginning and in every six month thereafter 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 bidder 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 bidder will quote for more than two qualities, his rates may not be considered at all in respect of those items.
8. (i) The rate contract should be valid for a period till 31.03.2019.
(ii) Offers should be valid for 60 days from date of opening the tender.
9. (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".
(c) Whether signing for the firm, i.e. "per procuration".

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- (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 bid, if a copy has not already been sent to the Registrar.
- (ii) Bidder should sign the bid form at the end of the first and last pages 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.
- (iii) If the bidder resiles from his offers with 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 at any time it is discovered that this condition has been violated, the bid of the defaulter will be rejected or contract(s) be cancelled and the earnest money or security Deposit(s) will be forfeited by 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. When the bidder is unable to complete the supply within the specified or extended period the purchasing officer shall be entitled to purchase the goods from elsewhere without notice to the bidder at the bidder's risk. In case goods or any part there of which the bidder has failed to supply, the best and nearest available substitute may be purchased by the Purchasing Officer and the bidders shall be liable to pay for any loss or damage which the purchasing officer may sustain by reasons or such failures on the part of bidder, but the bidder shall not be entitled to any gain on such purchase made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the university. If recovery is not possible from the bill and bidder 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 in force during the purchasing time. While making the risk purchasing the Purchasing officer may exercise his own discretion and if possible resort to limited Bid system issuing short term notice irrespective of the valuation of bid. 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
12. When the Contractor is unable to complete the supply within the specified or extended period, the Registrar shall be entitled to forfeit the Security Money in full or in part as he may deem fit, if no risk purchases have been made as provided above. When the Security Money in full 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 Security Money in full or in part should not be forfeited.
13. (i) The quantities for the various items in the bid 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 bid the firm will not be entitled to any claim or compensation whatsoever on this account.
14. (i) Articles which are prima facie defective 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 Registrar 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.
- (ii) The contract for the supply can be repudiated at any time by the Registrar, 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 Registrar.
15. The decision of the Registrar, M.D.S. University, Ajmer in all matters of the bid will be final and binding upon the bidders.
16. No sooner bidders are informed of the acceptance of the bid than the approved contractor shall have to deposit the Performance Security at the rate of 5% of the total value of the quantity of articles mentioned in the bid

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The Earnest money deposited at the time of submission of bid 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

- 17 The bidder shall on intimation of acceptance of the bid from the Registrar, M.D.S. University, Ajmer shall submit an agreement bond on non-judicial stamp of 0.25% of total value of tender or maximum Rs.10000/- for prompt supplies, within period specified in the letter and also deposit the amount of security money failing which the earnest money deposited with the bid will be forfeited.
- 18 Remittance charges on payment made to the firms will be borne by the firms or the contractor.

**REGISTRAR
M.D.S. UNIVERSITY, AJMER**

I/We certify that I/We have read the General Terms and Conditions of the Bid and that I/We agree to abide by these.

SIGNATURE OF BIDDER
WITH STAMP
Full Address & Telephone No.

MAHARSHI DAYANAND SARASWATI UNIVERSITY, AJMER
SPECIAL TERMS & CONDITIONS FOR SUPPLY OF LABORATORY CHEMICALS GLASS
WARES, PLASTIC WARES (EXCLUDING PERMANENT NATURE ARTICLES/
EQUIPMENTS/APPARATUS, etc.) IN REFERENCE TO NIB NO. F.2() GAD/MDSU/2018-19/ dated

1. E-Tenders should be submitted on prescribed bid form to the Registrar, M.D.S. University, Ajmer and should reach on _____ at 12.00 PM. The Technical Bid will be opened on _____ at 2.00 pm.
 - A- **TECHNICAL BID in a sealed envelope marked "TECHNICAL BID"** It should have
 - (i) Earnest Money deposit and Bid form fee in the form of a Crossed Bank draft in the name of the Registrar, M.D.S. University, Ajmer
 - (ii) Bid form page - 1 duly filled and signed by the Bidder.
 - (iii) Terms and conditions of the bid 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) Check list duly filled in Technical Bid form. All items must be checked.
 Technical Bid must also contain following documents with self attestation:
 - (a) List of the brands offered and supporting documents for verification of their quality and standards along with authorization certificate from the Principals/Manufactures for AJMER division.
 - (b) Copy of Registration of the firm.
 - (c) Copy of official reports such as P&L account, balance Sheet, IT returns.
 - (d) Copy of GST Registration Certificates & PAN no & GST Clearance Certificate.
 - (e) Brief report about the business conducted by the Bidder.
 - (f) Work orders and Work experience certificates issued by Institutions and Government organizations to prove experience.
 - (g) 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 bid may be rejected. All technical bids without requisite EMD and bid form fee 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 and discounts 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 big envelope and write following details on it.
 - (i) The name and address of the Bidder
 - (ii) Address of the bidding authority.
 - (iii) Specific identification of this bidding process pursuant to NIB and any additional information as specified in the bidding document.
2. Technical Bid will be opened on the scheduled due date of the bid. All bids without EMD and bid form fee 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 bidders may give the maximum possible **Percentage of Discount on the Prices mentioned in the Price list of the Manufacturer/Dealer.** This shall be included only in the financial bid.
5. Tenders received after the prescribed date and time will not be considered.
6. Intending bidders shall have to deposit earnest money as given in the bid notice by Demand Draft/Pay Order in favour of the Registrar, M.D.S. University, Ajmer along with its bid application. The bids without earnest money and bid form fee will not be considered and rejected out right. Cheques /FDR's 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 bid and may reject any bid or any part of the bid without assigning any reason.

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9. In case the rates quoted by the bidders 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 bidder will have to execute an agreement in the prescribed format on a non-judicial stamp of 0.25% of total value of tender or maximum Rs.10000/- at his own cost within 10 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. The Bidders will have to submit the certificate of GST No/PAN No/SSI.
 14. This contract will be valid up to March 31, 2019, however it can be extended on mutual agreement.
 15. The University shall accept the supplies F.O.R. Departmental Store situated at M.D.S. University, Ajmer only. 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.
 16. Any Addition and deletion of authorized dealership/distributorship shall be intimated to the undersigned immediately on authorization of a new party.
 17. The percentage of discount quoted by each firm in bids be given both in words and figures failing which the same is liable to be rejected. Bidder has a liberty to be present or to authorize a representative to be present at the time of opening of the bids.
 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 15 days, 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 Security money as per report from the concerning department of the University.
 20. A certificate to be given by the bidder that the price list supplied is the only one in circulation.
 21. If the bidder fails to deliver the goods within the period specified in the bid form, the Purchasing Officer may at his discretion, allow the extension of time subject to recovery from the bidder as agreed, liquidated damages and not by way of penalty a sum equal to the following percentage of the value of stores which the bidder 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/ Plasticware from the Departmental stores on its own expenses. The Department would not pay for the quantity of substandard material 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 Registrar will be final.
 25. If the bidder refuses from his offer or offers his own (counter) terms & conditions after opening of the bids, his earnest money shall be liable to be forfeited.
 26. The bidders should not quote their own (means counter conditions) conditions while submitting the bid. 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 Ajmer.
 30. If successful bidder fails to supply material within the stipulated delivery date or material supplied other than specification specified in our NIB M.D.S. University, Ajmer reserves the right to procure same or equivalent material from alternative sources at the Contractor risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Performance Security Guarantee and pending Bills and if the value of the materials under risk purchase exceeds, the amount of and/ Performance Security 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 bidder must indicate number of pages included in the referred price list.

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- The 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 anyone or more items or the articles for which bid has been given.
34. (a) Freight, insurance charges, if any will be borne by the Contractor, similarly shortage pilferage in transit will be sole responsibility of the Contractor and the same will be intimated to the Contractor 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 or other Govt. taxes levis will be paid as applicable from time-to-time to the Contractor.
- (c) Supply should be made from the latest batch of production with maximum life period & original packing.
- (d) M.D.S. University, Ajmer shall have the right to inspect and/or to test the goods to confirm their conformity to the NIB 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 10 days 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 in this bid should be enclosed with the Financial bid.
37. Provision of Rajasthan Transparency in Public Procurement Act 2013 (Act No.21 of 2012) Govt. of Rajasthan and amendments from time-to-time shall be applicable with regard to delay in supplies and other residue eventuates.

**REGISTRAR
M.D.S. UNIVERSITY, AJMER**

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

Place :
Date :

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

MAHARSHI DAYANAND SARASWATI UNIVERSITY, AJMER TECHNICAL-BID FORM

Please submit this technical bid form along with supporting documents, technical details of products along with make/brand offered. Also please enclose EMD and bid form fee in a separate envelope as prescribed under para (1) of special terms and conditions.

S.No.	Particularss	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	Excise /SSI certificate Number		
4	Quality Assurance Certificate, ISI/ISO Number		
5	Maximum discount statement offered in financial bid		
6	List of institutions having similar rate contracts (enclosed list)		
7	Turn-over during last financial year from business Audited balance sheet) 2017-18(Not less than 20.00 lac p.a.)		
8	Any other Certifications/ Licenses (Enclose proof)SSI certificate or manufacturing permit from manufacturer		
9	TIN number of the firm(Enclose Photocopy)		
10	Copy of previous IT Return for last 3years		
11	Whether Price-list and catalogue attached?		
12	Authorization certificate of the bidder from concerned principals/ manufactures for Ajmer 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	List of Major Customer may be given on a separate Sheet and proof of satisfactory supply, if any		
18	Quality Assurance Certificate (Please specify)		
19	Have you previously 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 any government institutes)		
20	Non Black listing Certificate		
21	PAN No./GST Registration No.& last GST clearance certificate A copy of concerned documents to be attached.		
22-	Self attested copy of registration of Firm/Agency/ company with appropriate authorities.		

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

MAHARSHI DAYANAND SARASWATI UNIVERSITY, AJMER
(FINANCIAL BID FORM)

To,
The Registrar,
M.D.S. University,
Ajmer- 305001(Raj.)

Sub.: Bid for Supply of Laboratory Chemicals/Glassware/Plasticware for the year MAY 2018 to March 2019 (Excluding permanent nature articles/equipment/apparatus)
Ref.: Your Bid Notice No. F.2()Gad/MDSU/2018/ dated

Sir,

In response to the above referred Bid Notice, we are submitting our offer for Supply of Laboratory Chemicals/Glassware/Plasticware, etc.

1. Name of Bidder : _____
2. (a) Address of the Bidder _____
(b) Phone No. _____ E.Mail address _____ Mobile No _____
(c) Fax No. _____
(d) Earnest Money DD/PO/BC No. : _____ Dated: _____ Amount _____ (deposited with Technical Bid)
3. Bid form for quoting the discount rates for supply of Laboratory Chemicals/Glassware/ Plasticware from the standard manufacturers or their authorized representative alongwith softcopy of product & price (PDF format)

Note: Please mention the complete specification as well as copy of the quality assurance certificate of the items while quoting their rates.

S.No.	Particular of the items	Brand Name	Manufacturer Price List details (reference and date along with period of validation (without taxes)	Maximum Discount in % on the price list quoted by the principals/ manufacture (As per Item No. 4 of terms & conditions of Annex.I)	Presently applicable taxes
CHEMICALS					

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GLASSWARES

PLASTICWARES

SIGNATURE OF BIDDER

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

**SIGNATURE OF BIDDER
WITH SEAL**

Handwritten initials or mark in the top right corner.

Scope of work and details

(To be submitted along with Technical Bid)

1. The bidder has to supply branded laboratory chemicals for research laboratories of various departments of M.D.S. University, Ajmer. For example, the chemicals with brand name SRL, Merk Bio Science, Merk, Otto, Hi-Media, Sigma Aldrich or equivalent, etc. are commonly used in such laboratories.
2. The bidder has to supply branded plasticwares and glasswares and research laboratories of various departments of M.D.S. University, Ajmer. For example, the plasticwares and glasswares with brand name JSGW, AXIVA, BOROSIL, Merk Bioscience, Genexy, Rivera, Microfit, Merk, Blue Star, Tarsons, Hi-Media, etc. are commonly used in such laboratories.

**(Signature and Seal)
BIDDER**

FDH

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.

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;

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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:
Place:

Signature of bidder
Name :
Designation :
Address :
Telephone:

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 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 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.

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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.